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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 490/2016 & IA No.11834/2016 (u/O XXXVIII R-5 CPC)**

DR. SANJIV SETHI Plaintiff
Through: **Mr. Abhay Raj Varma, Adv.**

Versus

N & N CHOPRA CONSULTANTS PVT LTD & ORS..... Defendants
Through: **Mr. Ramanjit Singh and Mr. Upinder Singh, Adv.**

CORAM:
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER
% **30.08.2019**

1. The suit is listed in terms of earlier order dated 9th May, 2019.
2. Today, instead of Mr. Sagar Chawla and Mr. Upinder Singh, Advocates for the defendants, Mr. Ramanjit Singh and Mr. Upinder Singh, Advocates appear.
3. On enquiry, while the counsel for the plaintiff states that the plaintiff has instituted this suit for recovery of arrears of emoluments and for damages for wrongful termination of the appointment. It is stated that even fixed salary @ Rs.3 lakhs per month due from the defendants to the plaintiff, for the period from April, 2013 to September, 2013 when termination was affected, has not been paid.
4. The counsel for the defendants states that as per the admission of the plaintiff in the plaint itself, emoluments, only for the months of August and September, 2013 are due. Attention in this respect is invited to paragraph 13 of the plaint.

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5. The plaintiff however, in paragraph 34 of the plaint has shown fixed salary of only Rs.3,60,000/- being due to the plaintiff towards arrears of fixed salary from November, 2012 to September, 2013.
6. The counsel for the plaintiff now confirms that the demand on this account is of Rs.3,60,000/- only.
7. The counsel for the defendants states that the plaintiff was not performing his job and obligations under the employment contract and is thus not entitled to the said amount.
8. The counsel for the defendants however is unable to disclose the clause in the appointment letter Ex.P-4 at page 20 of Part-IIIA file which entitles the defendants to withhold the salary for non-performance of duties of the plaintiff. The defendants have otherwise also not made any Counter-Claim.
9. At this stage, it is found that the counsels for the defendants, today also, despite being cautioned on the last date of hearing, are totally unprepared and have not done their homework and are sifting through their papers in the Court.
10. Court's time cannot be permitted to be wasted.
11. Subject to the defendants paying costs of Rs.20,000/- to the counsel for the plaintiff, list on 29th November, 2019.

RAJIV SAHAI ENDLAW, J.

AUGUST 30, 2019

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