



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 23RD DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM

REGULAR FIRST APPEAL NO. 255 OF 2012 (DEC)

BETWEEN:

1. SRI VIRUPAXAPPA
S/O AYYANAGOUDAMARKUMBI
(V.A. MARKUMBI)
AGE: 54 YEARS
OCC: WAS WORKING IN M.C.F. LTD AS
MARKETING OFFICER
AT AREA OFFICE HYDERABAD
UNDER T.NO. 1596, R/O SIDDAPURA
TQ: GANGAVATHI, DIST: KOPPAL.

...APPELLANT

(BY SRI. CHANDRASHEKAR P. PATIL, ADVOCATE)

AND:

1. THE CHAIRMAN
MANGALORE CHEMICALS FERTILIZERS LTD
10/2, KASTURABA ROAD
P.B.NO.5059, BANGALORE-560 001.
2. THE MANAGING DIRECTOR
MANGALORE CHEMICALS FERTILIZERS LTD
10/2, KASTURABA ROAD
P.B. NO.5059, BANGALORE-560 001.
3. THE VICE PRESIDENT (P & A)
MANGALORE CHEMICALS FERTILIZERS LTD
10/2, KASTURABA ROAD
P.B. NO.5059, BANGALORE-560 001.





4. THE ENQUIRY OFFICER (SHRI. C.M. NATARAJ)
MANGALORE CHEMICALS FERTILIZERS LTD
AREA OFFICE NO. 1-4-789/78
1ST FLOOR, GANDHI NAGAR, (NEAR PARK- II)
HYDERABAD-500 080.

...RESPONDENTS

(BY SRI. SOMASHEKAR, ADVOCATE FOR R1 TO R3;
V/O DATED 09.01.2019 SERVICE OF NOTICE TO R4 IS
HELD SUFFICIENT BY WAY OF PAPER PUBLICATION)

THIS RFA IS FILED U/SEC.96 OF CPC, AGAINST THE
JUDGMENT AND DECREE DATED 13.10.2011 PASSED IN
O.S.8213/2001 ON THE FILE OF THE XXXIII-ADDL. CITY CIVIL
AND SESSIONS JUDGE, BANGALORE CITY, DISMISSING THE
SUIT FOR THE DECLARATION.

THIS APPEAL, COMING ON FOR DICTATING JUDGMENT,
THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM

ORAL JUDGMENT

The captioned appeal is by the unsuccessful plaintiff
assailing the dismissal of suit instituted in
O.S.No.8213/2001.

2. For the sake of brevity, the parties are referred
to as per their rank before the trial Court.

3. Facts leading to the case are as under:



The plaintiff asserts that he was appointed as a Sales Representative in Mangalore Chemicals and Fertilizers Ltd., and that he discharged his duties with utmost diligence, integrity and efficiency, maintaining an unblemished service record. According to him, he was initially appointed as a Marketing Officer Trainee by order dated 11.04.1986, which appointment was subsequently confirmed, and he was later transferred to Kurnool District in the State of Andhra Pradesh. It is his specific case that on 08.07.1998 he was served with a charge sheet containing, according to him, baseless and reckless allegations, and was placed under suspension pending enquiry. The plaintiff contends that though he submitted his reply dated 10.08.1998 to the Enquiry Officer, no proper enquiry was conducted. He alleges that the Enquiry Officer, without affording him reasonable opportunity and without conducting a full-fledged enquiry, submitted his report to the Disciplinary Authority. It is further alleged that the Disciplinary Authority (defendant No.2), without



furnishing a copy of the enquiry report and without supplying relevant documents or granting an opportunity of hearing, imposed the penalty of dismissal from service by order dated 15.09.1998, effective from 18.09.1998. The appeal preferred by the plaintiff before the Appellate Authority/defendant No.1 came to be dismissed as time-barred. In that backdrop, the plaintiff claims that a cause of action arose to institute the present suit seeking declaration that the order of dismissal and the appellate order are null and void, together with a consequential relief of reinstatement.

4. Upon service of summons, defendant Nos.1 to 3 entered appearance and filed a common written statement. The defendants specifically contended that the plaintiff was an employee in a private company and that the relationship between the parties was purely that of master and servant governed by a contract of personal service. It was their categorical stand that such a contract cannot be specifically enforced in a civil court and that



reinstatement in service cannot be granted in respect of private employment. On these premises, the defendants sought dismissal of the suit as not maintainable.

5. On the basis of the rival pleadings, the Trial Court framed appropriate issues, including Issue No.2 relating to the maintainability of the suit under Section 9 of the Code of Civil Procedure, 1908. In support of his case, the plaintiff examined himself as PW.1 and relied upon seventy documents marked as Exs.P-1 to P-70. The defendants, in rebuttal, examined one official witness as DW.1 and produced documents marked as Exs.D-1 to D-8.

6. The Trial Court, upon appreciation of the oral and documentary evidence and on consideration of the settled legal position governing service disputes in private employment, answered Issue No.2 against the plaintiff. The Court held that the relief sought, in substance, amounted to enforcement of a contract of personal service, which is not specifically enforceable in a civil



court. Placing reliance on authoritative pronouncements of the Hon'ble Apex Court, the Trial Court concluded that the suit was not maintainable and accordingly dismissed the same. Aggrieved by the said judgment and decree, the plaintiff has preferred the present appeal.

7. Heard the learned counsel appearing on both sides. Perused the pleadings and the entire oral and documentary evidence on record. In the light of the rival contentions, the following points arise for consideration in this appeal:

(i) Whether the relief sought in the suit, pertaining to dismissal from service in a private company, is barred under Section 9 of the Code of Civil Procedure, 1908?

(ii) Whether the Trial Court was justified in dismissing the suit on the ground that a civil court cannot enforce a contract of personal service?

(iii) What order?



Finding on Point Nos.(i) and (ii):

8. Before this Court adverts to the question of law involved in the case on hand, this Court deems it fit to advert to the prayer sought in the plaint filed in O.S.No.8213/2001. The same reads as under:

"a. Declare that the order passed by the 2nd Defendant dated 15/9/1998, in No.625/T.1596/157, is null and void.

b. Declare that the order passed by the 1st Defendant in Appeal filed by the plaintiff, is null and void.

c. Direct the Defendants 1 & 2, to reinstate the plaintiff to his original post.

d. Such other relief may kindly be passed under the facts and circumstances of the case as deems fit, in the interest of justice and equity."

9. Before advertng to the core question of law that arises for consideration in this appeal, it would be apposite to examine the precise nature of the relief sought



in the plaint filed in O.S.No.8213/2001. The plaintiff has sought a declaration that the order dated 15.09.1998 passed by defendant No.2 in No.625/T.1596/157 is null and void; a further declaration that the order passed by defendant No.1 in the appeal preferred by him is also null and void; and a consequential direction to defendant Nos.1 and 2 to reinstate him to his original post. The tenor of the prayer unmistakably reveals that the suit is one seeking to invalidate the order of dismissal from service and to secure reinstatement in a private employment.

10. On a meaningful and holistic reading of the plaint averments in conjunction with the reliefs extracted supra, it becomes abundantly clear that the plaintiff is, in substance, challenging the termination order passed by the Disciplinary Authority and the appellate order affirming the same. The grievance projected is not one of recovery of monetary benefits or damages, but one seeking restoration to service. The entire foundation of the suit rests upon the assertion that the departmental enquiry



was vitiated and that the order of dismissal is illegal. However, it is a settled principle of law, consistently reiterated by the Hon'ble Apex Court and by this Court, that a civil court cannot enforce a contract of personal service except in well-recognized exceptional categories. Where the relationship between the parties is purely that of master and servant in the realm of private employment, the civil court's jurisdiction does not extend to granting reinstatement or declaring termination orders as void with a view to restore service.

11. In this context, the decision of the Hon'ble Apex Court in ***Karnataka Bank vs. T. Gopalakrishna Rao***¹ assumes significance. In the said case, the Honb'le Apex Court had an occasion to consider the maintainability of a civil suit filed by an employee of a private bank challenging his dismissal. The Court authoritatively held that where the employment is not governed by any statute and is not covered by the provisions of the Industrial

¹ ILR 1994 Kar 230



Disputes Act, 1947 or any other special enactment, the contract of employment remains a contract of personal service. In such circumstances, even if the termination is alleged to be illegal, the only remedy available to the aggrieved employee is to seek damages for wrongful termination. The employee cannot compel the employer to continue him in service, nor can he insist upon reinstatement through a civil suit. The ratio laid down therein squarely applies to the facts of the present case.

12. Similarly, in ***Nandganj Sihori Sugar Company Ltd., Rae Bareli and Another vs. Badrinath Dixit and Others***², the Hon'ble Apex Court reiterated the well-settled principle that courts do not ordinarily enforce contracts of personal employment. The Court emphasized that specific performance of such contracts is barred, save in exceptional circumstances such as, (i) when a public servant is dismissed in contravention of Article 311 of the Constitution, (ii) when a worker seeks reinstatement under

² (1991) 3 SCC 54



the Industrial Disputes Act, 1947 or (iii) when a statutory body acts in breach of mandatory statutory provisions. Outside these limited exceptions, a contract of personal service cannot be specifically enforced and the remedy is confined to damages.

13. Applying the above principles to the case on hand, it is not the case of the plaintiff that his employment was statutory in character or that the defendant-company is a statutory body governed by any service rules having statutory force. The materials on record unmistakably indicate that the plaintiff was employed in a private company and that the relationship between the parties was contractual. There is no pleading or proof to demonstrate that the termination violated any statutory provision so as to bring the case within the recognized exceptions. In the absence of such foundational facts, the civil court cannot undertake an adjudication on the validity of the disciplinary proceedings with a view to grant reinstatement. To do so would amount to specifically



enforcing a contract of personal service, which is impermissible in law. The plaintiff, if aggrieved by wrongful termination, could at best seek damages, but cannot seek a declaration of nullity of dismissal coupled with reinstatement.

14. The learned Trial Judge has adverted to these settled principles and has extensively referred to the authoritative pronouncements of the Hon'ble Apex Court while answering Issue Nos.1 and 2. The reasoning recorded by the Trial Court reflects a correct appreciation of the legal position governing contracts of personal service in private employment. The conclusions arrived at are in consonance with the binding precedents and do not suffer from any perversity or misapplication of law. This Court, upon re-appreciation of the pleadings and evidence, finds no infirmity, illegality or jurisdictional error in the findings recorded. Accordingly, Point Nos.(i) and (ii) are answered in the ***Affirmative.***



Finding on Point No.(iii):

15. For the foregoing reasons, this Court proceeds to pass the following:

ORDER

Appeal is devoid of merits and accordingly, stands ***dismissed.***

**Sd/-
(SACHIN SHANKAR MAGADUM)
JUDGE**

CA
List No.: 1 Sl No.: 22