

(2018) 02 DEL CK 0666

In the Delhi High Court

Case No : Civil Writ Petition No. 1961 Of 2018, Civil Miscellaneous Application
No. 8095 Of 2018

M/S Hare Ram Singh Security Agency

APPELLANT

Vs

Prasar Bhart & Ors

RESPONDENT

Date of Decision : 28-02-2018

Acts Referred:

Citation : (2018) 02 DEL CK 0666

Hon'ble Judges : Rajiv Shakdher, J

Bench : Single Bench

Advocate : Ravi Gopal, Jasmeet Singh, Radhalakshmi R.

Final Decision : Dismissed

Judgement

Rajiv Shakdher, J

1. Issue notice. Ms. Radhalakshmi R. accepts notice on behalf of respondent no.1 and Mr. Jasmeet Singh accepts notice on behalf of respondent no.2

and 3.

2. The writ petition is directed against communication dated 2.2.2018, issued by the respondent no.1. By virtue of this communication, the

petitioner's contract has been terminated which otherwise would have come to an end on 30.6.2018.

3. The petitioner, concededly, had been providing security services to respondent no.1 since 1.7.2016. The initial contract was for a period of one year

which was renewed on 1.7.2017. The renewed contract, as indicated above, is to come to an end on 30.6.2018.

4. Counsel for the petitioner says that the termination is illegal and that while it is ostensibly brought about to save expenses, that, in fact, is not true.

4.1 It is the learned counsel's submission that respondent no.1 is engaging employees at high remuneration, which is an action that rails against its purported stand of saving expenses.

5. According to me, these allegations can have no bearing on the present matter. The petitioner's engagement with respondent no.1 is contractual and, therefore, will have to be governed by the terms of the contract. Under the terms of the contract, both parties have been given a right to terminate the contract by giving one month's written notice to the opposite party without assigning any reason and without payment of any compensation. This provision obtains in clause-13 of the agreement. Decidedly, one month's notice has been given to the petitioner via the impugned communication dated 2.2.2018. Since notice is short by a couple of days, counsel for respondent no.1 says that the petitioner can carry out the handover exercise on or before 3.3.2018.

6. Furthermore, I may indicate that there is also an arbitration clause obtaining in the contract. The said clause is numbered as: clause 23. Therefore, in case, the petitioner is still aggrieved and wishes to challenge what he categorises as wrongful termination, he can always raise a dispute which can be tried by a duly constituted Arbitral Tribunal in terms of clause 23.

7. The writ petition has no merit and is, therefore, accordingly dismissed. Pending applications also stand closed.