

**(2001) 10 DEL CK 0083**

**In the Delhi High Court**

**Case No :** Suit No. 2041/99 and is No. 9035/99

Rail India Technical and Economic Services Limited

APPELLANT

Vs

Bhartiya General Mazdoor Congress and Others

RESPONDENT

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**Date of Decision :** 09-10-2001

**Acts Referred:**

Civil Procedure Code, 1908 (CPC) — Order 39 Rule 1, Order 39 Rule 2

**Citation :** (2002) 2 AD 319 : (2002) 97 DLT 521 : (2002) 94 FLR 211

**Hon'ble Judges :** A.K. Sikri, J

**Bench :** Single Bench

**Advocate :** Amit Saxena, for the Appellant; Nemo, for the Respondent

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## **Judgement**

A.K. Sikri, J.—The plaintiff is a Government company incorporated under the provisions of Indian Companies Act, 1956. Its corporate office is at New Delhi House, 27, Barakhamba Road, New Delhi and one of its division at Arunachal Bhawan, Barakhamba Road, New Delhi. It has filed this suit for permanent injunction against the defendants. The defendant No. 1 is a trade union and defendants 2 to 7 are the members of the defendant No. 1 trade union. The suit is for decree of passing permanent injunction restraining the defendants from squatting/dharna in its corporate office. The events leading to the filing of the present suit, as disclosed in the plaint, run as under:

It is stated that for providing better working conditions and facilities to its employees and in order to save time, in the year 1998, the plaintiff invited offers for running a small canteen for providing tea/coffee and snacks to its employees working in the said offices. Out of the offers received in the defendant No. 3, the offer of one M/s Friends and Family Caterers was found to be more competitive. On 29th January, 1998 M/s Friends & Family Caterers were awarded the contract for supply of tea/coffee and snacks to employees of the plaintiff at its said offices. It is relevant to point out that prior to 1998, the employees were given tea allowance by the plaintiff and the employees either used to order tea from outside or go out of the premises and have tea. This resulted in lot of wastage of

precious time and further exposing the confidential files etc. to the outsiders. It is also stated that the said contract was awarded to M/s Friends & Family Caterers for a period of one year commencing w.e.f. 1st February, 1998 to 31st January, 1999. The said contractor brought his own employees for running the said canteen for the said period. The said employees of M/s Friends & Family Caterers are the defendants 2 to 7. It is stated that the defendants 2 to 7 are not the employees of the plaintiff and there is relationship of employer-employee between the plaintiff and the defendants 2 to 7.

2. The aforesaid contract awarded to M/s Friends & Family Caterers came to an end on 31st January, 1999 but was mutually extended up to 31st May, 1999 to enable the plaintiff to find other suitable contractor. On the expiry of the aforesaid period, M/s Friends & Family Caterers removed all their goods and other materials lying in the premises. Further contract was awarded to one Sh. B.S. Duggal on 1st June, 1999 who took charge of the canteen and started its operations w.e.f. 1st July, 1999 and brought his own staff. However, the defendants 2 to 7 filed writ petition being CW No. 3802/99 which is being contested by the plaintiff.

3. The plaintiff further avers that in order to pressurise the plaintiff to accede to their demands, the defendants stated squatting in the premises of the plaintiff, in the corridor in front of room No. 214, New Delhi House, 27, Brakhamba Road, New Delhi. The Said defendants threatened the employees of the plaintiff and of new contractor and cause obstruction in the smooth functioning of the canteen. The defendants are taking the law in their own hands and do not allow any person to enter the said canteen and any employee of the contractor to serve the employees of the plaintiff. With the fear of injury and in law and order problem arising, the plaintiff number of times reported the matter to the local police with whose intervention, supply is restored and once the police personnel leave the premises the said threats and obstruction again start.

4. It is further stated that the corridors leading to the offices of the plaintiff are 9" ft. wide and the defendants and their other supporters squatting the said corridor leave no space for employees of the plaintiff. The act and conduct of the defendants is causing obstruction in the smooth functioning of the plaintiff apart from causing inconvenience to all the employees. It is also stated that apart from the flats under the occupation of the plaintiff, their other flats and the owners and occupants of the same are also put to inconvenience. The defendants 2 to 7 have no privity of contract with the plaintiff. The defendants by using said illegal tactics cannot circumvent the process of law and force the plaintiff to accede to their illegal demands. The present suit is Therefore filed for permanent injunction as mentioned above.

5. Along with the suit, the plaintiff had filed application under order XXXIX Rule 1 & 2 CPC for ad-interim injunction in which ex-parte order dated 14th September, 1999 was passed restraining the defendants, their agents, members, representatives etc. from affecting the ingress and egress of the officers or any

visitors of the plaintiff company. It was however made clear that this order did not prevent the defendants from carrying on a peaceful demonstration in support of their demands.

6. The defendants were served with summons and they caused appearance on 15th November, 1999 and took time to file the written statement. The written statement was not filed. Further time was granted by order dated 7th February, 2000. Still the written statement was not filed nor anybody appeared for the defendants and by order dated 4th August, 2000 last opportunity of six weeks was granted for this purpose. On the next date i.e. 1st December, 2000 also nobody appeared on behalf of the defendants nor any written statement was filed. The defendants were accordingly proceeded against ex-parte and the plaintiff was permitted to file the evidence by way of affidavit.

7. Affidavit of Sh. P.T. Mittal, Company Secretary of the plaintiff has been filed who has also proved documents Ex. P-1 to Ex. P-11. The incorporation of the plaintiff company is proved by certificate of incorporation (Ex. P-1) is the GPA dated 8th June, 1995 authorising him to sign and verify the pleadings and institute the suit. The contract with M/s Friends & Family Caterers is Ex. P-3. Letters extending the contract till 31st May, 1999 are Ex. P-4 to Ex. P-7. Documents evidencing the fresh contract awarded to Sh. B.S. Duggal are Ex. P-8 to Ex. P-10 and complaint lodged with the police station alleging illegal activities of the defendants is Ex. P-11. He has also deposed about the agitation by the defendants at the plaintiff's premises and averments made in the plaint to this effect are reiterated on oath. It is also stated that the corridors leading to the offices of the plaintiff are 9" ft. wide and the defendants and their other supporters squatting the said corridor leave no space for employees of the plaintiff. The act and conduct of the defendants is causing obstruction in the smooth functioning of the plaintiff apart from causing inconvenience to all the employees. It is also stated that apart from the flats under the occupation of the plaintiff, their other flats and the owners and occupants of the same are also put to inconvenience. The defendants 2 to 7 have no privity of contract with the plaintiff.

8. The aforesaid case of the plaintiff remains unrebutted and unchallenged. There is no opposition on behalf of the defendants as they have chosen to remain absent and have also not controverted any allegations mentioned in the plaint by not filing the written statement. Of course, the defendants have right to agitate their demands by peaceful methods. But they have no right to interfere with the smooth functioning of the plaintiff or to prevent ingress or egress of the employees of the plaintiff and from enjoying the facilities in their office. To ensure this, the defendants cannot be permitted to squat in the corridors of the building leading to the office of the plaintiff. They have already filed the writ petition being CW No. 3802/99 and their rights, if any, would be determined in the aforesaid writ petition. The defendants cannot take law into their hands by adopting such disruptive activities.

9. In these circumstances, decree for permanent injunction is hereby restraining the defendants, their members, agents, representatives etc. from causing any obstruction in the ingress or egress of the employees of the plaintiff and of the contractor from the said building. The defendants, their members, agents, representatives etc. are also restrained from squatting/dharna inside the premises, corridors or gates of New Delhi House, 27, Barakhamba Road, New Delhi.

10. There shall be no order as to costs. Decree be drawn accordingly.

11. Suit and is stand disposed of.