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Delhi Security Printers Vs. Hindustan Engineering and General Mazdoor Union and anr.

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Court : Delhi

Decided On : May-01-1996

Reported in : 63(1996)DLT156; (1997)ILLJ1Del; (1996)114PLR5

Judge : Lokeshwar Prasad, J.

Acts : Code of Civil Procedure (CPC), 1908 - Sections 9 - Order 39, Rule 1

Appeal No. : Suit No. 2470 of 1995

Appellant : Delhi Security Printers

Respondent : Hindustan Engineering and General Mazdoor Union and anr.

Advocate for Pet/Ap. : Atul Kumar, Adv

Judgement :

Lokeshwar Prasad, J.

(1) The plaintiff, named above, has filed a suit for permanent injunction against the defendant. The case of the plaintiff, in brief, is that the plaintiff is a partnership firm, duly registered with the Registrar of Firms Shri Anuj Khurana is one of the partners of the plaintiff firm who is fully conversant with the facts of the case and competent to sign and verify the plaint and institute the suit on behalf of the plaintiff. The

plaintiff, as per the averment made in the plaint, carries on the business of manufacture and trading of paper, stationery, printing, general order suppliers, loose leaf binders and allied stationery which is mainly used in banks for maintenance of accounts and records, printing of lottery tickets and bus tickets at Premises H-56, Udyog Nagar Industrial Area, Opposite Peerangarhi, Delhi and 31-B, Prahlad Market, Karol Bagh, New Delhi.

1.1It is alleged that defendant No. 2 is an employee of the plaintiff. The plaintiff posted defendant No. 2 to Purmanu (Himachal Pradesh) temporarily for a period of 7 to 10 days and informed defendant No. 2 about the same vide letter dated the 28th July, 1995. However, defendant No. 2 refused to comply with the above orders and on account of the disobedience of the above order, the plaintiff suspended defendant No. 2 on 28th July, 1995 vide suspension order of even date. An inquiry was instituted against defendant No. 2 who was informed about the same vide letter dated 22nd August, 1995. In September, 1995 plaintiff appointed one Shri H.C.Sharma, resident of C-47, Subhash Park, Uttam Nagar to conduct the said inquiry and informed defendant No. 2 vide letter dated 11 the September, 1995. Shri H.C.Sharma commenced the inquiry on 17th September, 1995 which is still continuing.

1.2It is alleged that on or about 11th October, 1995 the plaintiff received a strike notice dated the 10th October, 1995 from defendant No. 1 purportedly on behalf of defendant No. 2 and 16 other employees of the plaintiff. In the said notice defendant No. 1 had threatened to hold massive demonstration at the office and the factory premises of the plaintiff with effect from 29th October, 1995. Defendant No. 1 also threatened to hold dharnas, shout slogans and prevent the free ingress and egress of the visitors and the willing workers to the factory and office premises of the plaintiff. Defendant No. 1 also threatened to hold similar demonstration, dramas etc. at the residence of the partners of the plaintiff at Kothi No. 54/2, behind Sant Sangh, Punjabi Bagh, New Delhi. Defendant No. 1 also threatened to burn the effigies of the partners of the plaintiff firm.

1.3On or about 14th October, 1995 the plaintiff received a notice from the Labour Officer fixing 19th October, 1995 as the date to sort out the alleged disputes

between the plaintiff and defendants and other workers of the plaintiff. It is alleged that the 16 workers whose names were included in the notice dated 10th October, 1995 of defendant No. 1 and the notice dated 11th October, 1995 of the Labour Officer informed defendant No. 1 and the Labour Officer that their names have been added in the notices above said without their consent as they have no dispute with the plaintiff. It is alleged that the representative of the plaintiff attended the meeting before the Labour Officer on 19th October, 1995 where the defendants were also present.The defendants again threatened to hold the massive demonstrations, dramas etc. in the factory and office premises of the plaintiff and at the residence of the partners of the plaintiff firm. They also threatened to burn the effigies of the partners of the plaintiff firm.

1.4It is averred by the plaintiff that the entire working of the plaintiff is sought to be paralysed by the defendants w.e.f. 29th October, 1995 and the holding of demonstration and dharna would also lead to law and order problem. It is alleged that the plaintiff is entitled to carry on its business in the normal manner without any interference from the defendants, their members, agents, representatives, associates and servants and that the defendants have no right to prevent the plaintiff from carrying on its normal business activities and that unless the defendants, their members,agents, representatives, associates and servants are restrained by means of a permanent injunction from carrying out of unlawful activities as stated above, the plaintiff would suffer irreparable harm and injury and would not be able to carry out its functions which are highly time bound in nature. It has been prayed that the defendants be restrained by means of a permanent injunction from holding demonstration, dharnas, shouting slogans, holding meetings etc. at the factory and office premises of the plaintiff, from obstructing, intimidating or preventing the ingress or egress to any member of the staff of the plaintiff or any other visitors to the aforesaid premises, from taking out procession,march or dharna or holding any demonstration or shouting slogans within a radius of 100 mts. from the aforesaid premises of the plaintiff including the residence of its partners as aforesaid, from preventing the officers employees and workers of the plaintiff from carrying out their normal functions within the premises of the plaintiff, from gheraoing any officer or employee of the plaintiff at the aforesaid premises. The plaintiffs have also requested costs to be awarded to

them against the defendants.

(2) As the defendants absented themselves despite service, the learned predecessor of this Court vide order dated 20 November, 1995 proceeded ex-parte against the defendants in the present proceedings and permitted the plaintiff to file affidavits by way of ex-parte evidence in support of its case.

(3) The plaintiff has filed the affidavit of Shri Anuj Khurana, one of the partners of the plaintiff firm in support of its case by way of ex-parte evidence. Shri Anuj Khurana, the partner of the plaintiff firm in his affidavit dated the 9th January, 1996, filed by him by way of evidence, in support of the case of the plaintiff, has supported the case of the plaintiff in toto.The evidence of Mr. Anuj Khurana has gone on record unrebutted and unchallenged.

(4) On a consideration of the pleadings, as contained in the plaint, the facts as disclosed in the affidavit filed by Mr. Anuj Khurana, one of the partners of the plaintiff firm, by way of evidence in support of the case of the plaintiff, which has gone on record unrebutted and unchallenged which I see no reason to disbelieve and other material/documents on record, it is established that the plaintiff is a partnership firm, carrying on its business at H-56, Udyog Nagar Industrial Area, opposite Peerangarhi, Delhi and at 31-B, Prahlad Market, Karol Bagh, New Delhi and that defendant No. 2 is an employee of tile plaintiff who has been suspended w.e.f. 28th July, 1995 for disobeying the order of the plaintiff temporarily transferring him (defendant No. 2) to Purmanu (Himachal Pradesh). It is further established that on or about 11th October, 1995 the plaintiff received a strike notice dated the 10th October, 1995 from defendant No. 1, purportedly on behalf of defendant No. 2, threatening to hold massive demonstration at office and factory premises of the plaintiff and also at the residence of the partners of the plaintiff firm w.e.f. 29th October, 1995. It is also established that defendant No. 1 has also threatened to hold dramas, shout slogans and prevent the free ingress and egress of the visitors and the willing workers to the factory and office premises. It is further established that the defendants on 19th October, 1995 in the meeting before the Labour Officer again threatened the plaintiff to hold massive demonstrations, dramas and also threatened to prevent the free ingress and

egress of the visitors and willing workers to the factory and the office premises of the plaintiff. The defendants have also threatened to hold similar demonstration, dharna etc. at the residence of partners of the plaintiff firm and to burn their effigies. It is further established that unless the defendants their members, agents, representatives, associates and servants are restrained by means of a permanent injunction from carrying out their above mentioned unlawful activities the plaintiff would suffer irreparable harm and injury and would not be able to carry out its functions which are highly time bound in nature and the entire working of the plaintiff would stand paralysed.

(5) In view of the above discussion, the suit of the plaintiff is decreed and the defendants, their members, agents, representatives, associates and servants by means of permanent injunction are restrained from holding demonstrations, dharnas, shouting slogans, holding meetings, taking out any procession, march or holding any demonstration within a radius of 100 mtrs. from the factory /office premises of the plaintiff firm and the residential premises of the partners of the plaintiff firm. They are further restrained from obstructing, intimidating or preventing the ingress or egress to any member of the staff of the plaintiff or any other visitor to the aforesaid premises of the plaintiff firm. They are further restrained from preventing the officers, employees and workers of the plaintiff from carrying out their normal functions within the premises of the plaintiff and/or gheraoing any officer or employee of the plaintiff at the aforesaid premises. The plaintiff is also awarded the costs against the defendants. Decree sheet be drawn up accordingly and thereafter the file be consigned to record.

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