

Surendranath Sud (Dead) By L.Rs. vs Standard Vacuum Oil Co. And Ors. on 9 March, 1977

Equivalent citations: AIR1977SC1454, 1977LABLC563, (1977)2SCC408, 1977(9)UJ258(SC), AIR 1977 SUPREME COURT 1454, 1977 2 SCC 408, 1977 (1) SCWR 602, 1977 U J (SC) 258

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Bench: Jaswant Singh, R.S. Sarkaria, V.R. Krishna Iyer

JUDGMENT

V.R. Krishna Iyer, J.

1. These two appeals by special leave step from a suit instituted by the appellant (now represented by his legal representative, his widow) for rendition of accosts against the defendant respondent, the Standard Vacuum Oil Company Ltd. The respondent company has been taken over by the Hindustan Petroleum Corporation. We have heard counsel on both sides. It is unfortunate that the plaint has been drafted within a confused manner and the written statement, probably misleads by the plaint, and has also not brought out the real contention between the parties. Sorting out the documents and the other evidence in the case, we have discovered that the foundation for the action is Ex. P-9-(a) a contract between Mr. Sud the plaintiff and the Section V.O.C., the defendant. The courts not having proper leadings before them have not been able to approach the real issue arising in the case. The party mainly responsible for this misfortune is probably the plaintiff himself.

2. Even so, looking at the justice of the matter in the light of (Ex. P-9 a) we are satisfied that the dependent-respondent should pay the plaintiff-appellant an amount, which would represent the probable compensation in lieu of the claim made. We are overlooking the inartistic drafting, we are slurring over the true nature of the claim, we are not strictly interpreting the terms of the contract; but in an endeavor to do justice to the plaintiff (now represented by his legal representatives) we feel that it is appropriate to direct the respondent to pay a sum of Rs. 12,000/- grounding ourselves on a fair understanding of the terms of Ex. P-9 (a) and the surrounding circumstances. The quantification part is rough and ready because, in the circumstances, nothing else than an intelligent guess can be made.

3. In the result, we direct the respondent No. 1 to pay the appellants a sum of Rs. 12.000/- in full and final settlement of all claims under the agreements Exs. P-8, P-9 and P-9(a). This sum shall be payable within three months from today. In the circumstances, we direct that the parties do bear their costs throughout.