

1977 KHC 775

Supreme Court of India

V. R. Krishna Iyer; R. S. Sarkaria; Jaswant Singh, JJ.

Surendra Nath Sud. v. Standard Vacuum Oil Co.

C. A. No. 1347, 1348 of 1968

09 March, 1977

Constitution of India, Art.136 - Special leave appeal -- Pleadings -- Suit for rendition of accounts -- Suit based on contract between plaintiff and defendant-respondent -- Supreme Court looking at the justice of the matter directing respondent to pay a sum of Rs. 12,000/- to the appellant as probable compensation in lieu of the claim made. (Para 2)

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 accounts 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 with in a confused manner and the written statement, probably misled by the plaint, 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. P9 (a), a contract between Mr. Sud the plaintiff and the S. V. O. C., the defendant. The courts, not having proper pleadings 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. P9 (a) we are satisfied that the defendant 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 endeavour 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 Rupees 12,000/- grounding ourselves on a fair understanding of the terms of Ex. P9 (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. P8, P9 and P9 (a). This sum shall be payable within three months from today. In the circumstances, we direct that the parties do bear their costs throughout.
