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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of Decision: November 18, 2015

+ **W.P.(C) 10121/2015 & C.M. No.24913/2015**

CAPT. ABEED SYED Petitioner
Through: Mr. Setu Niket and Ms. Esha
Mazumdar, Advocates

versus

PAWAN HANS LTD. & ANR. Respondents
Through: Mr. S.K. Taneja, Senior Advocate
with Mr. Puneet Taneja, Mr. H.
Banerjee and Ms. Shaheen,
Advocates

CORAM:
HON'BLE MR. JUSTICE SUNIL GAUR

% **JUDGMENT**
(ORAL)

Non-acceptance of petitioner's resignation from service is assailed in this petition. Impugned order of 22nd September, 2015 (*Annexure P-1*) notes that petitioner is under Service Bond obligation to serve under the first respondent. Learned counsel for petitioner submits that maximum amount of Service Bond obligation is ₹25 lac and the Service Bond was for a period of 5 years and till now petitioner has served for a period of almost 3 years and on instructions, it is submitted that petitioner is ready

to deposit a sum of ₹8 lac towards Service Bond obligation without prejudice to rights of the petitioner as the expenditure incurred in training of petitioner on a different helicopter, was of ₹5 lac.

Learned senior counsel for respondent has placed on record a chart giving approximate cost involved in imparting training to petitioner and on its perusal, it becomes evident that respondent has incurred cost of ₹25.40 lacs in training petitioner. Learned senior counsel for respondent has drawn the attention of this Court to Clause 14 of the Service Agreement Bond (*Annexure P-3*) to point out that any dispute in respect of the Service Bond in question is arbitrable and so, petitioner be relegated to avail of the remedy to seek arbitration. To submit that in contractual matters, writ petition is not maintainable, reliance was placed upon Apex Court's decision in *Joshi Technologies International Inc. v. Union of India and Ors.* (2015) 7 SCC 728.

To controvert the stand taken on behalf of respondent, learned counsel for petitioner had relied upon Apex Court's decision in *People's Union for Democratic Rights and Ors. v. Union of India and Ors.* AIR 1982 SC 1473 to submit that the Service Bond in question entails forced labour, which negates the fundamental rights of petitioner and it is submitted that petitioner is ready to go for arbitration in respect of the amount of the Service Bond to be refunded, but first resignation should be accepted right away.

Learned senior counsel for respondent refutes the stand taken on behalf of petitioner and submits that it cannot be done in piecemeal and respondent is ready to accept petitioner's resignation provided Service Bond amount of ₹25 lacs is deposited by petitioner as he has not served

for the period of five years as agreed upon between the parties and so, the decision relied upon by petitioner is of no avail because there is no question of any forced labour in the instant case.

Upon hearing and on perusal of the Service Agreement Bond (*Annexure P-3*), impugned order of 29th September, 2015 refusing to accept petitioner's resignation, the material on record and the decisions cited, I find that the decision of Apex Court in *People's Union for Democratic Rights (supra)* is of no avail because there is no question of petitioner being subjected to any forced labour. The Service Bond Agreement (*Annexure P-3*) in question cannot be said to be one sided and to the detriment of petitioner because as per the chart shown to this Court, expenses of more than ₹25 lacs have been incurred upon petitioner's training.

During the course of hearing, it was submitted that petitioner had not opted for training on a different helicopter and so, the expenses for petitioner's training on a different helicopter cannot be taken into consideration. In this regard, it would be worthwhile to refer to the Service Bond Agreement which clearly provides that the Service Bond of ₹25 lacs is not negotiable. There cannot be any piecemeal settlement of the dispute raised in respect of the Service Bond in question. Clearly, Clause 13 of the Service Bond mandates that any dispute in respect of such Service Bond is arbitrable. Apex Court in *Joshi Technologies (supra)* has reiterated that writ petition in relation to contractual matters are not to be entertained unless there is public law character attached to it. In the instant case, there is no public character attached to the Service Bond in question. Since petitioner has an alternate and efficacious

remedy to seek arbitration in respect of the Service Bond in question, therefore, this writ petition is disposed of as not maintainable while leaving the parties to bear their own costs.

(SUNIL GAUR)
JUDGE

NOVEMBER 18, 2015

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