

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

WRIT PETITION NO.998 OF 2016

[Siddhartha Priya .vs. Director (Personnel), Western Coalfields Limited, Nagpur and one]

 Office Notes, Office Memoranda of Coram,
 appearances, Court's orders of directions
 and Registrar's orders

Court's or Judge's orders

 Shri A.A. Pannase, counsel [appointed] for the petitioner.

CORAM : SMT. VASANTI A. NAIK AND
V.M. DESHPANDE, JJ.

DATED : MARCH 15, 2016.

By this writ petition, the petitioner challenges the clauses in the Service Agreement Bond executed by the petitioner while he was appointed as a Management Trainee by the respondent - WCL.

According to the petitioner, Clauses 9, 10 & 17 of the Service Agreement Board are onerous and are liable to be set aside. It is stated that the basic pay, during the training period, is only Rs.20,600/- per month and there is no stipulation in regard to the hike in pay after completion of certain years of training. It is stated that by Clause 17 of the said agreement, the respondents are deducting a sum of Rs.5,000/- per month for the bond period of 60 months i.e. liable to be returned to a trainee after the completion of the period of 60 months.

It would not be proper to entertain the writ petition and decide the validity of the Service Agreement Bond executed by the petitioner while seeking the appointment as a Management Trainee with the respondent-company. The petitioner has signed the Service Agreement Bond while securing the appointment as a Management Trainee and after completion of the training period of more than one year, has filed the instant

petition. It would not be proper to decide the validity of the terms and conditions in the Service Agreement Bond in exercise of the writ jurisdiction.

In view of the aforesaid, we dismiss the writ petition with no order as to costs.

JUDGE

JUDGE

Gulande