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

% Judgment delivered on: 01.08.2016

+ CONT.CAS(C) 825/2016

COL K S MEHTA (RETD) Petitioner

versus

PRABHU DAYAL MEENA & ANR Respondents

Advocates who appeared in this case:

For the Petitioner : Mr.V.S.Tomar, Advocate

For the Respondents : Mr.Arun Bhardwaj, CGSC for UOI.

**CORAM:-
HON'BLE MR JUSTICE SANJEEV SACHDEVA**

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

1. The petitioner has filed the present petition contending that the respondents have violated the interim order dated 5.11.2014, 10.12.2014 and 14.3.2016 in WP (C) 7482/2014. By the order dated 5.11.2014, this Court had directed that respondents shall maintain status quo as to the ongoing sponsorship of the petitioner.

2. The petitioner was sponsored by respondent No.2 for provision of security guards for a period of two years to Power Grid Corporation India Limited. The award letter stipulated that "*The period of contract shall be of two years duration commencing w.e.f. 01.12.2013 to 30.11.2014.*" It is contended that there was a discrepancy in the description of the term of

the contract and, in fact, the same was till 30.11.2015.

3. Learned counsel for the petitioner contends that in view of the interim orders, the sponsorship of the petitioner could not have been disturbed. It is contended that by sponsorship letter dated 05th January, 2016, the respondents have sponsored the name of some other agency for Power Grid Corporation India Limited where the petitioner was performing its services. It is contended that the sponsorship of another agency is in contravention of the directions passed by this Court.

4. Learned counsel for the respondents, who appears on advance notice, submits that the contract with the Power Grid Corporation India Limited was till 30.11.2014 and even the Power Grid Corporation India Limited had approached the respondents for sponsoring another agency after the period of contract was over on 30.11.2014. He further submits that even if the period of contract were to be taken till 30.11.2015, the respondents did not pass any order or sponsor any other agency till 30.11.2015.

5. It is submitted, that as the principal employer, i.e., the Power Grid Corporation India Limited had approached the respondents for sponsoring another agency, the respondents were obliged to sponsor another agency and, accordingly, the order was passed on 05.01.2016.

6. It is submitted that even though the agency had been sponsored, no direction was issued by the respondents to change the petitioner. The change of the petitioner was to be done at the level of Public Sector Undertaking on which the respondents had no control. The respondent is

only a sponsoring agency. He submits that even otherwise, in terms of the Office Memorandum, the petitioner has no right to continue beyond the age of 63 years and the petitioner has long ago attained such age. He further submits that the petitioner could not have been sponsored beyond the prescribed age of 63 years.

7. Learned counsel for the respondent further submits that that there was no intention of the respondents to violate any order of this court and tender an unconditional apology for any inadvertent error on their part.

8. The W.P.(C) No.7482/2014 has been dismissed, by this court, today, by holding that the petitioner was not entitled to continue beyond the age of 63 years and was even not entitled to an extension after the expiry of the period of two years.

9. In view of the above facts and circumstances, the apology tendered by the respondents is accepted. No further orders are called for in the present petition.

10. The petition is disposed of.

SANJEEV SACHDEVA, J

AUGUST 01, 2016

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