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

+ LPA 715/2015 and CM Nos. 23707-23708/2015

SANTOSH KUMAR SINGH Appellant

Through: Mr Ashwini Kumar Tiwari, Adv.

versus

PAWAN HANS LTD Respondent

Through: Mr H. Banerjee, Adv.

CORAM:

HON'BLE MR. JUSTICE S. RAVINDRA BHAT

HON'BLE MS. JUSTICE DEEPA SHARMA

ORDER

% **25.02.2016**

1. The only grievance urged in this proceeding is regarding the correctness of the judgment and order of the learned Single Judge rejecting the writ petition.

2. The petitioner/appellant had questioned the inter-office memo dated 23.01.2014 issued by the respondent—his erstwhile employer (Pawan Hans) which *inter alia* revised the terms and conditions, especially with respect to the monthly payment viz-a-viz the contract of service and stated as follows:-

“The revision shall be applicable for those who are as on date of issue of this order in employment with Pawan Hans and would be effective from 01.04.2011 or from the date of commencement of the individual contract, whichever is later provided there has been no break of interruption of their contractual appointment.”

3. The petitioner had worked in Pawan Hans as a contractual employee for the period from 01.05.2010 to 31.05.2013. A memo dated 23.01.2014 impugned in the writ petition was made effective from 01.04.2011. The learned Single Judge rejected the appellant's claim on the ground that he did not avail of extension of his service and since the contract had expired, he could not claim the benefit of revision in the same memo.

4. It is contended that the learned Single Judge fell into error in overlooking the fact that the petitioner belonged to the same class of contractual employees for whom the memo provided for enhanced remuneration. That he did not continue service was not a relevant factor; what was relevant is the fact that he was in service as on 01.04.2011. Counsel for the respondent highlighted that the appellant on his own volition did not continue in the organization even though his contract was extended and consequently, he could not make a grievance and seek the benefit of the memo on the ground that he was in employment.

5. In the memo of appeal, the appellant itself has stated as follows:-

“In the case of Petitioner, the Contract was not terminated, it was extended, however, the Petitioner citing personal reasons did not join the organization.”

6. It is evident that the appellant chose not to avail the benefit of extended tenure of his service which would have enabled him to continue and secure higher remuneration. Considering these

circumstances, we find no infirmity in the order of the learned Single Judge.

The appeal is consequently dismissed.

S. RAVINDRA BHAT, J

DEEPA SHARMA, J

FEBRUARY 25, 2016

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