

\$~R-17

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

+ W.P.(C) 1515/2003

NARINDER SINGH & ORS.

..... Petitioners

Through: Mr. Manoj Joshi, Advocate with Mr.
Naresh Kaushik, Advocate.

versus

UOI & ORS.

..... Respondents

Through: Mr. Rohit K. Aggarwal, Advocate for
respondent No.2.

CORAM:

HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

% **17.03.2017**

1. Three petitioners by this writ petition seek two reliefs. One is for regularization of their contractual services with the respondent no.2/employer/Indian Airlines (now Air India). The second relief claimed is for not terminating the contractual services of the petitioners by replacing the petitioners with similar contractual employees.

2. Learned counsel for the petitioners places reliance upon the judgment delivered by this Court in the case of ***Abhinav Chaudhary & Ors. Vs. Delhi Technological University & Anr.*** in W.P.(C) No.3512/2014 decided on 20.1.2015, and which judgment relies upon the judgment of the Supreme Court in the case of ***State of Haryana and Ors. etc. etc. Vs. Piara***

W.P.(C) No.1515/2003

page 1 of 3

Singh and Ors. etc. etc. (1992) 4 SCC 118 laying down the ratio that one set of contractual/temporary employees cannot be replaced by similar contractual/temporary employees. The employment notification with respect to petitioners is dated 2.9.1997 laying down the eligibility criteria, and it is seen that the impugned advertisement which is challenged by the petitioners, and which is dated 11.2.2003, contains similar eligibility criteria and with respect to same post in which petitioners are working, and therefore, *prima facie* inviting application of ratio of the judgment in the case of ***Piara Singh and Ors. etc. etc. (supra)***.

3. The aforesaid facts are to be seen with the aspect that petitioners' services have been terminated long back in the year 2003 and today we are in the year 2017, and therefore, though in an extreme case re-employment can be granted to the petitioners, yet, I have put it to the petitioners that if ultimately the petitioners will have to be satisfied with compensation instead of reinstatement, then, petitioners should take a reasonable amount so as to finish this litigation. Each of the petitioners has agreed to receive an amount of Rs.1 lakh each in full and final settlement of his claim against the respondent no.2 in the present petition.

4. In view of the aforesaid factual and legal position, counsel for the respondent no.2 states that he will put this aspect with respect to compensation to be paid to the petitioners favourably to the management of the respondent no.2 and instructions will be accordingly sought.

5. List on 24th March, 2017.

VALMIKI J. MEHTA, J

MARCH 17, 2017

Ne