

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**COMPANY APPLICATION (LODG.) NO. 49 OF 2018
IN
COMPANY SCHEME PETITION NO. 324 OF 2016**

Jet Aircraft Maintenance Engineers
Welfare Association .. Applicant

In the matter between :

Jet Airways (India) Limited .. Petitioner

Jet Aircraft Maintenance Engineers
Welfare Association (JAMEWA) .. Intervenor

Mr.Sanjay Singhvi, senior advocate i/b Rahul Kamerkar for applicant.

Mr.Ravi Kadam, senior advoate a/w. Ms. Sheetal Sabnis, Ms. Ipshita Sen,
Mr. Praveen Kejriwal, Ms. Kanchan Pillai and Ms. Mrunal Masurekar i/b
Gagrats for original petitioner.

**CORAM : K.R.SHRIRAM, J.
DATE : 6TH FEBRUARY 2018**

P.C.

1 Heard the counsel for applicant Shri Singhvi and Shri Kadam
appearing for petitioner.

2 Applicant is seeking an order (a) restraining petitioner from training
any Jet Lite Engineers on aircraft which are exclusively leased and operated
by Jet Airways and vice-versa; and (b) that the engineers of Jet Lite will
only work and sign off on Jet Lite Aircraft and that the engineers of Jet

Airways will only work and sign off on Jet Airways Aircraft.

3 Petitioner had filed a petition for merger of company by the name Jet Lite (India) Limited (erstwhile Air Sahara) with itself. Applicant had intervened in the company scheme petition because applicant apprehended post merger the Aircraft Maintenance Engineers (AMEs) of Jet Lite would end up becoming senior to the members of petitioner. On 20th October 2016, the merger was allowed. While allowing the merger, this Court in Paragraphs 16 and 17 observed as under :-

“16 Senior Counsel Mr. S. Singhvi appearing on behalf of Jet Air craft Maintenance Engineers Welfare Association (“JAMEWA”), has raised an apprehension that if a common seniority list is to be maintained, post the Merger, it may affect the seniority of the members of JAMEWA, adversely.

17 Senior Counsel Mr. Janak Dwarkadas appearing on behalf of the Transferor and the Transferee Companies, has assured this Hon'ble Court that:

i. the Scheme of Merger is conditional upon Jet Airways being allowed to retain and operate two separate Airline Operating Permits (“AOPs”);

ii. In the event, such approval is accorded and the Scheme becomes effective, the employees of the Transferor Company shall be attached to the Undertaking of the Transferee Company as a separate and independent division of the Transferee Company, under two separate AOPs and two separate seniority lists will be maintained by Jet Airways, as are being maintained as of date.

Senior Counsel Mr. S. Singhvi accepts the aforesaid statement.”

4 The trigger for this application is a decision by Jet Lite to train its

engineers on Boeing 737 MAX Aircraft Training Course. The first batch of this course was to start yesterday, i.e., on 5th February 2018. It is the case of applicant that this decision of Jet Lite to train its engineers on Boeing 737 MAX Aircraft Training Course is violative to the order dated 20th October 2016. There is, however, nothing stated in the affidavit in support to show how the statement made by petitioner, as recorded in the order dated 20th October 2016, has been breached or how the decision to train is violative of order dated 20th October 2016.

I have considered the order dated 20th October 2016 and I cannot find anything wrong in training Jet Lite engineers on Boeing 737 MAX Aircraft Training Course. Certainly applicant cannot have any objection to Jet Lite's decision to deploy their engineers for aircraft training course. Mr. Singhvi submitted by this training of Jet Lite engineers, the seniority of AME's of Jet Airways will be affected. Again there is nothing to show how it will be. Applicant is seeing a ghost where none exist. It cannot be, at this stage at least, accepted that just because Jet Lite is training its engineers on aircraft which are expressly leased and operated by Jet Airways that will impinge on the seniority of applicant.

5 In the affidavit in reply dated 5th February 2018 by one Abdul Majeed Walele for petitioner, it is stated that currently 74 AMEs are employed with Jet Lite and about 521 AME's are employed with petitioner. It is also stated

that the employment contract with each of the 74 + 521 AME's provides “....However you will be required to travel to other station or lent for any period of time to any other associate company.” and “If the above terms and conditions are acceptable to you, please return the duplicate of this letter duly signed.”. Each of the AMEs upon signing their employment letter have agreed to render work/services or to be lent to other associate company. Mr. Singhvi, in fairness, states that these provisions, as quoted, are there in the employment contract. In view thereof, prayer clause (b) cannot be granted.

6 Having heard the counsels, in my view, there is nothing in the application to show that selection criteria is based upon any clause due to which seniority list of Aircraft Maintenance Engineers (AMEs) of Jet Lite and petitioner will get mixed up and members of applicant will be prejudiced.

7 In the circumstances, company application dismissed. No order as to costs.

CONTEMPT PETITION (LODG.) NO.1 OF 2018

1 Not listed but by consent taken up for hearing.

2 In view of the above order in Company Application (Lodg.) No. 49 of 2018, contempt petition also stands disposed accordingly.

GENERAL

Notwithstanding disposal of both company application (lodg.) 49 of 2018 and the contempt petition (lodg.) No. 1 of 2018, applicant/petitioner to remove all office objection and have the company application/contempt petition numbered within two weeks.

(K.R. SHRIRAM, J.)