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

+ **CONT.CAS(C) 544/2013**

CAPT ANAND SARUP BHARDWAJ & ORSPetitioners

Through: Mr. Shaurya Sharma, Mr. Ankit
Khurana and Mr. Shubhangda
Singh, Advocates

Versus

**ROHIT NANDAN, CHAIRMAN AND MANAGING DIRECTOR
OF AIR INDIA**Respondent

Through: *Counsel (appearance not given)*

CORAM:

HON'BLE MR. JUSTICE SUNIL GAUR

ORDER

% **10.12.2018**

C.M. 22862/2015 (delay)

There is delay of 710 days in filing the application for impleadment.

Upon hearing, I find that the delay has occurred due to inadvertence of the previous counsel as the applicants now sought to be impleaded as the parties, are already party in the writ petition. The delay is condoned and the application is allowed.

The application is disposed of.

C.M. 22861/2015 (for impleadment)

By way of this application, impleadment of some of petitioners as parties to the writ petition is sought on the ground that due to inadvertence of the previous counsel, the applicants could not be

impleaded in the contempt petition. It is submitted that the case of applicants is identical to case of petitioner in the contempt petition.

The order of which contempt is alleged, refers to an undertaking of respondent to pay the arrears of pay etc. as per the decision of the Bombay High Court.

Upon hearing, I find that impleadment of the applicants is required in this contempt petition. Accordingly, the application is allowed and the applicants are impleaded as co-petitioners in the contempt petition.

The amended *Memo of Parties* of 29th September, 2015 filed alongwith this application is taken on record.

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The order of which contempt is alleged in this petition is of 18th May, 2012 which disposes of petitioners' writ petition on an undertaking given by respondents to the effect that the case of petitioners for payment of arrears of pay etc. would be considered in terms of the order of 23rd November, 2011 of the Bombay High Court.

According to learned counsel for respondents it has been so done. The reply filed in this petition reveals that the arrears of pay etc. has been paid for the relevant period. This is disputed by petitioners' counsel who submits that the arrears of salary from 1st January, 2007 to 31st October, 2007 alongwith arrears of flying allowances has not been paid to petitioners.

Learned counsel for respondents submits that the Pilots who have engaged on contract basis are not entitled to revised Flying Allowances and arrears of salary for the aforesaid period as these salary and

allowances are payable to the regular pilots. Aforesaid aspect cannot be gone into in contempt proceedings.

In the facts and circumstances of this case, it is deemed appropriate to dispose of this petition with permission to petitioners to make an individual Representation to General Manager (Personnel) of respondent-Air India Limited. Learned counsel for petitioners submits that it will be so done within a period of six weeks. If any such Representation is received by the General Manager (Personnel) of respondent-Air India Limited, then it be effectively considered and a speaking response thereto, be given within a period of twelve weeks from the day when the Representations are received, so that petitioners can avail of the remedies as available in law, if need be.

With aforesaid directions, this petition is disposed of.

(SUNIL GAUR)
JUDGE

DECEMBER 10, 2018

v