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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 1536/2020 & CM APPL. 5363/2020**
AIR INDIA SATS AIRPORT SERVICES PRIVATE LIMITED
..... Petitioner
Through: Dr. Saif Mahmood, Adv.

versus

UNION OF INDIA THROUGH MINISTRY OF LABOUR AND
EMPLOYMENT Respondent
Through: Mr. Rajesh Gogna, CGSC for UOI
alongwith Ms. Rahella Khan, Adv.

CORAM:
HON'BLE MR. JUSTICE NAJMI WAZIRI

ORDER
% **10.02.2020**

CM APPL. 5364/2020 (Exemption)

Exemption allowed, subject to all just exceptions.

The application stands disposed-off.

W.P.(C) 1536/2020 & CM APPL. 5363/2020

Issue notice.

The learned counsel named above accepts notice on behalf of the respondent.

At joint request, the petition is taken up for disposal.

This petition impugns the Show Cause Notice dated 28.10.2019 issued by the respondent asking the petitioner to produce the licence for engaging contractual services.

The learned counsel for the petitioner submits that the ground handling services can be rendered only by regular employees. The sample contract of one such employee is annexed as Annexure-P-5. He relies upon

Regulation-5 of Notification dated 26.10.2018 notified by Airports Authority of India (Ground Handling Services) Regulations, 2018. It reads as under:-

“ 5. Security Protocol.-

(1) All ground handling services shall be provided only through the regular employees of the entities permitted under these regulations;

(2) No hiring of employees through handling contractor or manpower supplier shall be permitted;

(3) An airline and agency allowed to carry out ground handling services at the airport shall ensure compliance to security provisions as required under any law for the time being in force; and

(4) The ground handling agency, unless it acquire the status of regulated agent or otherwise authorized to do so by the Bureau of Civil Aviation Security, shall not undertake the security functions listed in paragraph 1 of AVSEC Order referred to in sub-regulation (2) of regulation 3.”

He also relies upon Regulation 2(f) of the said Notification, which reads as under:-

“ Regulation 2(f)- Regular employee means a person employed and paid for a regular work directly by the employer without the intervention of a contractor; and does not include contract labourers as defined in the Contract Labour (Regulation and Abolition) Act, 1970.”

He submits that there is no question of the petitioner breaching the aforesaid stipulated caveat for ground handling services, from contractual employees; that the petitioner has all-along been vigilant in providing services as per law. He submits that indeed the emoluments paid and benefits made available to its employees are far better than statutory obligations. Nevertheless, the petitioner is ready and willing to assist the

respondent in arriving at a reasoned decision in the matter.

In view of the above, let this petition be treated as the petitioner's representation to the respondent. Should additional documents be required by the respondent, the same shall be supplied to it, within two weeks of receipt of fresh notice by the respondent. The petitioner shall be duly heard by the respondent. However, till a final decision is taken by the respondent, no precipitate action shall be taken against the petitioner.

Should the petitioner have any grievance, it will be open for it to pursue its remedies as may be available in law.

The petition, alongwith pending application, is disposed-off in the above terms.

A copy of this order be given *dasti* to the learned counsel for the parties under the signature of the Court Master.

NAJMI WAZIRI, J

FEBRUARY 10, 2020

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