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

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Decision delivered on: 15.11.2021

+ **LPA 87/2021 & CM No.8235/2021**

DELHI STATE ELECTRICITY WORKERS UNION.....Appellant

Through : Mr A.K. Trivedi and Mr Naveen
Kumar, Advs.

versus

BSES RAJDHANI POWER LTD. & ANR.Respondents

Through : Mr Sudhir Nandrajog, Sr.Adv. with
Mr Anupam Varma, Mr Nikhil
Sharma, Mr Aditya Gupta and Mr
Aditya Ajay, Advs.

CORAM:

HON'BLE MR JUSTICE RAJIV SHAKDHER

HON'BLE MR JUSTICE TALWANT SINGH

[Physical Court Hearing]

RAJIV SHAKDHER, J. (ORAL):

1. The present appeal has been preferred against the judgment dated 08.01.2021, passed by the learned single judge in W.P.(C)No. 10399/2020.

2. Mr A.K. Trivedi, who appears on behalf of the appellant–union, submits that, *vide* circular dated 13.02.2020, the procedure *qua* procurement of air/rail tickets for extending the benefit of Leave Travel Concession (in short “LTC”) to the members of the appellant-union, has been changed.

2.1 In this behalf, Mr. Trivedi has drawn our attention to the Office Memorandum, dated 19.06.2014, and paragraph 3(b) and (n) of the tripartite agreement, dated 8.10.2000, entered into between the Government of NCT of Delhi, Delhi Vidyut Board and Delhi Vidyut Board Joint Action

Committee.

3. On being queried, Mr Trivedi does not dispute the fact that, the LTC benefit, which was made available to the members of the appellant–union earlier, continues to be extended to them, even after execution of the aforementioned tripartite agreement.

3.1 Furthermore, Mr Trivedi also accepts that the only change which has been brought about by the impugned circular dated 13.02.2020 is as regards the manner in which the LTC benefit is to be extended to the members of the appellant–union. In other words, the change, in effect, concerns the procedure put in place for procurement of air/rail tickets.

4. To be noted, paragraphs 3(b) and (n), referred hereinabove, of the above-mentioned tripartite agreement read as follows:

“

3. *Now, therefore, in consideration of the promises and mutual conditions set forth herein, it is agreed that in the event of reorganization of DVB into two or more corporate entities and disinvestment of any such entities of GNCT of Delhi and the DVB hereby guarantee as follows :*

xxx

xxx

xxx

(b) *The terms and conditions of service upon transfer to the corporate entities, such as promotions, transfers, leave and other allowances, etc. regulated by existing regulations/service rules e.g. FR/SR will be guaranteed to continue the same and any modifications shall be by mutual negotiations and settlement with recognized unions/associations without detriment to the existing benefits.*

xxx

xxx

xxx

(n) *The existing work norms shall continue in the corporate entities. Any change therein shall be brought about through negotiations/settlements between the recognized union/associations and management.*

.....”

4.1. A careful perusal of paragraph 3(b) shows that, it mandates that the terms and conditions of service, upon transfer to the corporate entities, such as promotions, transfers, leave and other allowances, etc., which are regulated by existing regulations/service rules (e.g. FR/SR), are guaranteed to continue and modifications, if any, shall be made only by undertaking mutual negotiations and entering into settlement(s) with recognized unions/associations, albeit without causing detriment vis-a-vis existing benefits.

4.2. Likewise, insofar as paragraph 3(n) of the tripartite agreement is concerned, it broadly stipulates that existing work norms shall continue in the corporate entities and that change, if any, will be brought about only through negotiations/settlements carried out between recognized union/associations and the management.

5. As is evident from the queries put to Mr Trivedi, even according to him, there is no change in the terms and conditions of service, which subsisted before the transfer of members of the appellant-union to the corporate entities.

5.1 In particular, the LTC which was paid prior to the transfer of the members of the appellant-union to the corporate entities, continues to be paid to them; the only change that was brought about by the impugned circular dated 13.02.2020 is, as regards the procedure put in place for procuring air and rail tickets.

5.2. To our minds, this would not constitute a change in the terms and conditions of service of the members of the appellant-union, who stand transferred to the corporate entities.

6. Therefore, in our view, no interference is merited qua the impugned judgment passed by the learned single judge.

7. Before we conclude, we may also record that, Mr Sudhir Nandrajog, learned senior counsel, who appears on behalf of the respondents, has taken an objection to the maintainability of the above-captioned appeal.

7.1 Mr Nandrajog says that, the above-captioned appeal has been filed by a person, who is not authorized to institute the same.

7.2. Given the fact that we have dismissed the above-captioned appeal, the aforesaid objection need not be entertained by us.

8. Needless to add that, if there is any change or modification proposed in the terms or conditions of service of the members of the appellant-union, who were transferred to the corporate entities, in accordance with the aforementioned conditions of the tripartite agreement dated 8.10.2000, the change or modification will be brought out after negotiations are held or settlement is arrived at with the recognized union(s)/association(s).

9. The above-captioned appeal is, accordingly, disposed of. Consequently, pending application shall also stand closed.

RAJIV SHAKDHER, J

TALWANT SINGH, J

NOVEMBER 15, 2021

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Click here to check corrigendum, if any