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

% *Date of Decision: 16th January, 2023*

\+ W.P.(C) 1926/2022 & C.M. APPL. 5531/2022

CAPTAIN G. RAGHAVENDRA REDDY ..... Petitioner
Through: Mr. Lakshay Yadav, Advocate.

versus

AIR INDIA LIMITED ..... Respondent
Through: Mr. Sanjeet Ranjan, Advocate.

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

JUDGEMENT

JYOTI SINGH, J. (ORAL)

1. Present writ petition has been filed by the Petitioner seeking the following reliefs:-

> *"a) Issue appropriate Writ(s) of Mandamus or any other appropriate Writ, Order, direction to quash the letter dated 16.10.2020 bearing reference no. HPDO1/O -2701 or any other communication issued by the Respondent seeking to accept the Resignation issued by the Petitioner vide letter dated 21.11.2019; and/or*
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> *b) Issue appropriate Writ(s) of Mandamus or any other appropriate Writ, Order, direction declaring the Resignation issued by the Petitioner vide letter dated 21.11.2019 as invalid, lapsed, non-existent and non-est; and/or direct the Respondent to treat the Petitioner in continuation of service and restore all his rights, duties and perks with consequential benefits thereto, without any precondition or any further terms allow the Petitioner to continue as Captain; and/or;*
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> *c) Issue appropriate Writ(s) of Mandamus or any other appropriate Writ, Order, direction regarding renewal of Fixed Term Contract dated 16.01.2017 entered between the Petitioner and Respondent including the extension of term for another 5(five) years w.e.f. 17.01.2022, as pilot with the Respondent, in accordance with clause VI of the Fixed Term Contract (as annexed as ANNEXURE P-1) and as dealt by the Hon'ble Division Bench in its judgement dated*

17.12.2021 in L.P.A No.246 of 2021 titled as "Air India Limited vs. Kanwardeep Singh Bamrah"

d) Direct the Respondent to accept the withdrawal of the Resignation dated 23.03.2019 issued by the Petitioner vide letter dated 23.03.2020; and/or

e) Release the arrears of complete salary and applicable Flying Allowances of the Petitioner from the date of non-payment of salary to the date of final repayment of arrears of such salaries; and/or

f) Direct Respondent to pay the complete salary of the Petitioner from June of 2020 onwards; and/or

g) Direct the Respondent to release and refund all the excess Training Cost amounting to Rs. 3,58,400/- (already recovered and deducted by the Respondent in 32 monthly instalments of Rs.11,200 each) and wrongfully encashed/invoked again by the Respondent as part of unilateral and wrongful invocation of complete Bank Guarantee amounting to Rs. 6,73,000/-, as furnished by Petitioner at the time of joining; and compensate for the loss of interest on the fixed deposits used to en cash the above mentioned bank guarantee @18 percent/annum;

(h) pass such other and further order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case."

2. At the outset, learned counsel appearing on behalf of Respondent raises an objection to the maintainability of the writ petition on account of a development during the pendency of the writ petition. It is submitted that as a result of the disinvestment process, initiated by the Government of India, Air India Ltd. (AIL) has ceased to be a public body and therefore, no writ can lie against Respondent in the present circumstances. It is submitted that the entire shareholding of the Government of India now stands transferred to M/s. Talace India Pvt. Ltd., a wholly owned subsidiary of M/s. TATA Sons Pvt. Ltd. and therefore, jurisdiction of this Court under Article 226 of the Constitution can no longer be invoked by the Petitioner. Reliance is placed on recent judgments of this Court in ***W.P.(C) 7908/2015*** titled ***Satya Sagar and Anr. v. Air India (AIESL)*** and ***Naresh Kumar Beri and Others v. Union of India and Others, 2022***

SCC OnLine Del 3585 as well as judgment of the High Court of Bombay in ***R.S. Madireddy and Another v. Union of India and Others, 2022 SCC OnLine Bom 2657,*** wherein the writ petitions have been dismissed as not maintainable on account of the disinvestment of Respondent.

3. In view of the aforesaid, learned counsel for the Petitioner seeks liberty to approach the Appropriate Forum to ventilate his grievances and also prays that the period for which the writ petition has remained pending in this Court, be excluded for the purpose of computing limitation, as and when the Petitioner approaches the Appropriate Forum and the question of limitation arises.

4. Having heard learned counsels for the parties and in view of the judgments aforementioned, this Court finds merit in the preliminary objection raised by the Respondent. It is an undisputed position that during the pendency of the present writ petition, 100% shareholding of Air India has been transferred to M/s. Talace Pvt. Ltd. and having ceased to be a Government owned company, AIL is no longer amenable to the writ jurisdiction of this Court.

5. Writ petition along with pending application is accordingly disposed of as not maintainable, granting liberty to the Petitioner to take recourse to other remedies available to him in law. It is made clear that the period for which the writ petition has remained pending in this Court, will be excluded for computation of limitation, should the Petitioner institute fresh proceedings in an Appropriate Forum, where the question of limitation becomes relevant and may arise.

JYOTI SINGH, J

JANUARY 16, 2023/rk