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

+ **CONT.CAS(C) 502/2022**

BALLALESHWAR S PAWADMAL

.....Petitioner

Through: Mr. Bhaskar and Mr. Pankaj Sharma,
Advocates.

versus

AIR INDIA LIMITED

.....Respondent

Through: Mr. Arvind Nigam, Senior Advocate
with Mr. Amit Mishra, Mr. Azeem
Samuel, Ms. Mitakshara, Mr. Akhil
Kulshrestha, Mr. Shivam Goel and
Ms. Shrijeta Pratik, Advocates.

CORAM:

HON'BLE MR. JUSTICE AMIT SHARMA

ORDER

22.09.2025

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1. This hearing has been done through hybrid mode.
2. The present contempt petition under Sections 11/12 of the Contempt of Courts Act, 1971 seeks following prayers:-

“A. To give direction to respondent to re-instate the petitioner and pay the full back wages with interest which has been already passed by Hon'ble Court order dated 01.06.2021 IN WP (C) NO. 9442 OF 2020 and order dated 17.12.2021 IN LPA NO 290 OF 2021 which is willfully violated by contemnor/respondent thereby causing contempt of lawful order.

B. Issue a Contempt Order or any other Contempt/Directions/Order as may be deemed just and proper in the facts and circumstances of the case

C. A ward Cost.”

3. *Vide* order dated 01.06.2021 in W.P.(C) 9442/2020, following directions were passed:-

“92. In the light of the aforesaid observations, the following directions are passed by the Court:



A. Impugned orders dated 15.08.2020 and 16.10.2020 in W.P.(C) 5599/2020 and W.P.(C) 8625 & 8626/2020 respectively and orders all dated 13.08.2020, in the remaining writ petitions, except in W.P.(C) 5195/2020, 5230/2020 and 5232/2020, are quashed and set aside.

B. Respondent is directed to reinstate the Petitioners who are Permanent Employees with continuity of service from the date of expiry of the six months' notice period. It is made clear that the intervening period from the date of passing the impugned order till reinstatement shall not be treated as break in service for any purpose.

C. Petitioners, who were employed under the Fixed Term Contracts and the 5 years period has not expired, are directed to be reinstated and continued in service till the expiry of the 5 years tenure of their respective contracts. After the current Fixed Term Contracts expire, Respondent shall consider the renewal/extension of the Contracts, subject to satisfactory performance of the Petitioners, in accordance with the terms of the Contracts.

D. Respondent is directed to consider the extension/renewal of the Fixed Term Contracts of those Petitioners whose initial contracts have expired during the pendency of the present petitions, subject to satisfactory performance of the Petitioners, in accordance with the terms of the contracts.

E. Petitioners are entitled to back wages commencing from the date of expiry of their respective notice periods of six months and upto the date of reinstatement. Since it is an admitted case between the parties that on account of Pandemic Covid-19, an order has been issued by the Ministry of Civil Aviation on 15.07.2020, reducing certain allowances etc. and the Pilots in service are being paid accordingly, the Petitioners shall be paid the back wages in accordance with the order dated 15.07.2020 and/or any other Guidelines of the DGCA and the Ministry of Civil Aviation in this respect and at par with their counterparts in service.

F. Respondent is directed to work out the modalities of the Bank Guarantees furnished by the Petitioners as directed above. In W.P.(C) Nos. 5195/2020, 5230/2020 and 5232/2020, the excess amounts shall be refunded to the Petitioners.

G. The entire exercise including grant of arrears of salary and other emoluments shall be carried out and completed by the Respondent within a period of six weeks from the date of receipt of copy of this judgement. Since the Respondent had tendered one month's salary at the time of passing the impugned orders, if the cheques have been encashed by the Petitioners, the same shall be adjusted by the Respondent while making the outstanding payments.



93. The original files that were handed over by the Respondent during the course of hearings and retained by the Court are being returned forthwith.
94. Before parting this Court places on record its appreciation for the able assistance rendered by all the counsels on both sides enabling the Court to arrive at a conclusion.
95. The writ petitions are accordingly allowed in the above terms with no orders as to costs.
96. All pending applications are accordingly disposed of.”

4. The aforesaid order was challenged by respondent herein in LPA 290/2021 which was disposed of *vide* order dated 17.12.2021 passing the following directions:-

“31. Therefore, for the foregoing reasons, we find no good ground to disturb the final result arrived at by the learned Single Judge.

31.1. It is pertinent to note that, after the judgment was reserved, several pilots approached the Court with applications, which, in effect, stated that they were no longer seeking reinstatement in service. The reason given, broadly, was that they could not afford being without a job. Since the period of disengagement had continued for far too long, they had taken up other avenues of engagement that came their way and therefore, the only relief that they sought was, payment of back wages till such time they found alternate jobs. The pilots who had put forth this pleas before us are concerned with the following appeals i.e., ***LPA Nos. 266/2021; 273/2021; 289/2021; 291/2021; 292/2021 and applicant/respondent no. 2 in LPA No. 267/2021.***

31.2. Thus, the aforesaid employees would not be reinstated but would be entitled to back wages for the period spanning between the date when their resignations were accepted and the date when they found alternate employment.

32. We, thus, dismiss the above-captioned appeals and confirm the directions issued in paragraph 92 (a) to (g) of the impugned judgment with the caveat given in paragraphs 31.1 and 31.2.”

5. During the course of the present proceedings *vide* order dated 15.12.2023 it was recorded that the petitioner himself has given up his claim of reinstatement and therefore, the issue in respect of the same would not arise and the parties were directed to file their respective calculations.



6. An affidavit of calculations on behalf of the respondent in terms of the aforesaid order has been filed.
7. Learned counsel appearing on behalf of the petitioner has no grievance with respect to the calculations and submits that necessary payments have been made. It is further submitted that he does not wish to press the present petition.
8. In view of the above, the present petition is disposed of as not pressed.
9. Pending application(s), if any, also stand disposed of.

AMIT SHARMA, J

SEPTEMBER 22, 2025/sn