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Court : Delhi

Decided On : May-17-2000

Reported in : 2000VIAD(Delhi)119; 88(2000)DLT322; 2000(54)DRJ378; 2001(2)RAJ69

Judge : Manmohan Sarin, J.

Acts : [Constitution of India, 1950](#) - Article 226

Appeal No. : CW. No. 2210 & C.M. 3536/2000

Appellant : international Airport Authority of India Workers Union

Respondent : Airport Authority of India

Advocate for Def. : Ms. Anjana Gosain, ; Mr. Inderjit Singh, ; Mr. Kulbhusan

Advocate for Pet/Ap. : Mr. M.C. Bhandare Sr. Adv. and; Ms. C.K. Sucharita, Adv

Judgement :

ORDER

Manmohan Sarin, J.

1. This writ petition has been filed by the International Airport Authority of India Workers Union as petitioner No.1 and Mr. Khim Singh, General Secretary, Airport Authority Employees Union as petitioner No. 2. Airport Authority Employees Union and International Airport Authority of India Workers Union referred to as 'Employees Union' and 'Workers Union' had joined hands in an alliance and contested the election as Airport Authority Employees Union (AAEU) using the symbol 'sun' of the workers union.

2. The grievance of the petitioners is that in terms of the agreement between the Employees Union and the Workers Union i.e. the partners of the alliance, the post of the President was to be held by the President of Employees Union and that of the Secretary by the Secretary of the Workers Union. During the All India Conference, Mr. S.R. Santhanam and Mr. Khim Singh were elected the President and General Secretary of the AAEU.

3. From the correspondence placed on record, it is seen that there was dissatisfaction as to the functioning of petitioner No. 2. It is claimed by respondent No. 3 that the Central Executive Committee in its meeting on 2nd and 3rd March, 2000 removed Mr. Khim Singh as General Secretary of AAEU and respondent No. 3 was appointed in his place. Mr. Santhanam/respondent No.4 vide letter dated 10.3.2000 intimated that Mr. Khim Singh would continue as Secretary till the All India Conference would decide the matter. Mr. Santhanam vide another letter dated 19.3.2000 retracted the letter dated 10.3.2000 issued earlier.

4. The petitioner in this writ petition seeks a direction that the respondent management i.e. respondent No.1 not to recognise respondent No. 3 as the General Secretary of the alliance Union i.e. Airport Authorities Employees Union. A declaration is also sought that the letters dated 5.4.2000 and 7.4.2000 by which respondent No.3 was recognised as the Secretary of the alliance union, ignoring the claims of petitioner No. 2 was illegal. Further a declaration is sought that by virtue of the decision of All India Conference of A.A.E.U., held in May 1999, together with the terms of the alliance agreement petitioner No. 2 continues to be the General Secretary of the alliance union. The main submission of the learned senior counsel for the petitioner is that respondent No.1 having recognised the

alliance arrangement was duty bound to act according to the terms of the alliance agreement, which provided for a continuance of a term of 5 years for petitioner No. 2 as Secretary. He further submits that respondent No.1 being instrumentality of the state, is duty bound to enforce the terms of the alliance based on which it had granted recognition to the union. Mr. Bhandara has also placed reliance on Karnataka State Road Transport Corporation Vs . KSRTC Staff & Workers' Federation & Another - : [1999]1SCR733 , International Airports Authority of India Worker's Union Vs . International Airports Authority of India & Ors. : 1992(2)SCALE648 and Smt. Damyanti Naranga Vs . Union of India & Ors. - : [1971]3SCR840 in support of its contention that the court with a view to do equity and justice between the parties could intervene and direct a mandamus to be issued even in these circumstances. Learned counsel for respondent No.1 submitted that the internal strife between the employees and unions was affecting the working of the respondent No.1 organization. Notice to show cause was issued on 9.5.2000. Counsel for the respondents appeared and have been heard today. It had been put to the counsel for the parties whether they were willing for a negotiated settlement to end the present impasse. It appears that parties are having strong divergent views in this regard and there is no meeting ground. Accordingly the writ petition has to be disposed of on merits.

5. Learned counsel for the respondents have raised a preliminary objection as to the maintainability of the writ petition. Learned counsel for the respondents Mr. Vohra and Mr. Inderjit Singh have argued that from the nature of reliefs sought as have been noticed earlier, the petitioners are in substance seeking remedies, which cannot be granted by way of a writ of mandamus and for which the appropriate remedy would be the civil forum. It is stated that as per the constitution of the union, an appeal is provided. Learned counsel for the respondents have also pointed out that a writ petition filed by an employee in the Allahabad High Court seeking similar reliefs in relation Mr. Khim Singh has been dismissed by the Division Bench of the Allahabad High Court being CW No.1383/2000 on the ground that it related to internal management of the union. Learned counsel for the petitioner seeks to distinguish the said decision on the ground that in the writ petition filed before the Allahabad High Court, no relief had been sought against any public functionary in contrast to the present case, where the relief is sought

against the Airport Authority of India, which is undoubtedly an instrumentality of the state within the meaning of Article 12 of Constitution of India.

6. I have given my thoughtful consideration to the entire matter. The petition raises disputed questions of fact. Conflicting claims are being raised with regard to the decisions taken in the CEC regarding expulsion and removal of petitioner No. 2. Moreover, the reliefs sought relate to the specific enforcement of the terms of alliance agreement by way of writ. The reliefs sought though couched as reliefs against respondent No.1 are really in the nature of declaration and injunction based on the terms of the contract i.e., alliance agreement. These cannot be given the colour of a statutory or public duty actionable in writ jurisdiction by simply claiming them against the respondent No.1 on the ground that it had accepted the alliance agreement. In this view of the matter, it is not necessary even to advert to the various authorities cited by both the parties.

7. In view of the foregoing discussion and keeping in mind the conflicting claims arising in this petition and the nature of reliefs sought, it is not a fit case to be entertained in the exercise of writ jurisdiction. The writ petition is dismissed.

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