

Subhash Chand and anr. Vs. Indian Airlines and anr.

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SooperKanoon Citation : sooperkanoon.com/706794

Court : Delhi

Decided On : Mar-31-2000

Reported in : (2002)IVLLJ528Del

Judge : A.K. Sikri, J.

Acts : Contract Labour (Regulation and Abolition) Act - Sections 10

Appeal No. : C.W.P. No. 2352/1999

Appellant : Subhash Chand and anr.

Respondent : Indian Airlines and anr.

Judgement :

A.K. Sikri, J.

1. Rule

2. This writ petition is filed petitioner No. 2 who had worked with Indian Airlines Respondent as MT helper, helper (Engg.) helper etc. It is the case of the petitioners that they had worked on casual basis for periods ranging from 100 days to 500 days. The matter regarding regularisation of such casual workers working in Indian Airlines came up before the Division Bench and after exhaustive dealing with the problem, the writ petition being CWP No. 4113/1994 was disposed of vide judgment 3 dated May 9, 1997 giving certain directions therein. The operative part

of the said judgment reads as under:

'In view of the above while holding the respondents action to be arbitrary in the matter of preparation of the panel of casual in the category of Helper (Engg.), Helper (Comml), Helper (MI), Helper (Stores) Driver, Helper (Canteen), Helper (Catering), Safaiwalas, Peon etc. respondents are directed to: i) engage on casual basis for its requirement either for the purpose of ad hoc employment or on casual basis firstly the persons according to the merit from out of the select panel prepared and approved on November 20, 1990 only when after due intimation the persons will decline to work on casual basis that the respondents will be entitled to engage persons from outside the panel. So long such of the persons, whose names appear in the select panel, are prepared to work on casual basis, till appointments are made on regular basis, Respondent will not discontinue them. Persons, whose names appear in the select panel if deployed on casual basis or ad hoc basis will be replaced only by regular employees employed on regular basis and not by any other casual worker. Taking the select panel as the base the respondents now will offer employment on ad hoc/casual basis to the petitioners, according to their merit in the select panel. All such petitioners whose names appear in the select panel and are interested to work on casual basis/ad hoc basis will report to the respondents within a period of fifteen days from today. The respondents will continue to engage them till posts are filled on regular basis. With these directions, writ petitions stand disposed of.'

3. Petitioners have filed this writ petition alleging that after the aforesaid judgment, they approached Indian Airlines within 15 days of the date of the order and made repeated representations for their regularisation but no response has been received. It is also stated that respondents had entered into an agreement dated February 12, 1996 with Neha International for deployment of labour on casual basis and the said, agreement was expiring on February 12, 1999. This petition was filed in March 1999 in which direction is sought to the effect that respondents should not renew agreement dated February 12, 1996 and further that respondents to give casual/ad hoc employment to the petitioners in terms of judgment and order dated May 9, 1997. In the counter-affidavit filed on behalf of the respondents, it is submitted that respondents are strictly adhering to the

directions' contained in order dated May 9, 1997 in CWP No. 4113/1994 and other connected writ petitions. It is also pointed out that petitioners belong to select panel of November 20, 1990 and there are other persons senior to them and petitioners cannot be allowed to bypass those candidates who are rightfully entitled to be considered before them on the seniority list of the select panel. As far as contract with Neha International is concerned, it is stated that the said contract is for loading/unloading activities only and no contract exists for Helper(MT)/ Helper (Catering) in which categories these petitioners are empanelled. thereforee according to the respondents, rights of the petitioners are not prejudiced at all in having the contract with Neha International. It is also submitted that there is no notification issued under Section 10 of the Contract Labour (Regulation & Abolition) Act prohibiting grant of such a contract which is being granted to Neha International.

4. This counter-affidavit was filed on November 11, 1999 and no rejoinder is filed till date. The averments made in the counter-affidavit are thereforee deemed to be accepted by the petitioners. Even otherwise, there is no reason to disbelieve the averments made in the counter-affidavit. In view of this position explained in the counter-affidavit, and which is accepted, petitioners are not entitled to any relief. At this stage, the only direction which can be issued is that the cases for petitioners' regularisation would be considered as per judgment of Division Bench dated May 9, 1997.

5. The writ petition is disposed of.