

Kuldeep Kumar vs Dedicated Freight Corridor ... on 21 March, 2018

Author: Rajiv Shakdher

Bench: Rajiv Shakdher

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* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ W.P.(C) 2779/2018 & CM No.11231/2018

KULDEEP KUMAR

..... Petitioner

Through:

Ms. Priyadarshi Manish, Mrs. Anjali
J. Manish and Ms. Raj Rajaswari,
Advs.

versus

DEDICATED FREIGHT CORRIDOR CORPORATION

OF INDIA LIMITED (DFCCIL)

..... Respondent

Through: Ms. Rekha Aggarwal with Mr. M.
Oman-ul-Haq, Advs.

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

% 21.03.2018

1. Learned counsel for the petitioner says that the issue which arises for consideration in the instant matter has also arisen in several other matters including in W.P.(C) No.520/2018, titled: Jagmohan Singh Rawat vs. Dedicated Freight Corridor Corporation of India Limited (DFCCIL).

2. My attention in this behalf is drawn to the interim order dated 6.2.2018, passed in W.P.(C) 520/2018. The operative directions contained therein are extracted hereafter:

"6. Having regard to the fact that petitioner has already worked with the respondent for a period of three years out of five years for which the bond operates, I am inclined to direct him to pay for the moment a proportionate amount to the respondent for the remaining two years, which comes to a figure of Rs.2,40,000/-.

6.1 The deposit of money and its receipt by the respondent will be without prejudice to the rights and contentions of parties.

7. It is made clear that if this amount is deposited by the petitioner, the respondent will issue a No Objection Certificate (NOC) stating therein it is subject to the outcome of the instant writ petition."

2.1 The petitioner seeks interim directions in line with order dated 6.2.2018 passed in W.P.(C) 520/2018.

3. In this case, what has to be noted is that the petitioner is also an employee of Dedicated Freight Corridor Corporation of India Limited (for short "DFCCIL"), which is a public sector undertaking. The petitioner has been selected for appointment to North Delhi Municipal Corporation (NDMC), for the post of Junior Engineer (Electrical). The petitioner is presently, constrained by the fact that as per the terms of engagement operating between him and DFCCIL, he would have to work for a minimum period of five (5) years, failing which he would have to pay a sum of Rs.6 lakh as per the service agreement-cum-bond.

4. It is not disputed that the petitioner was employed by DFCCIL in and about 9.1.2016. The petitioner has, therefore, worked with DFCCIL for a period of approximately two years and two months. The remaining, minimum period, which the petitioner is required to serve with the respondent is approximately 2 years and 10 months.

5. Having regard to the aforesaid facts and circumstances as indicated in the other case, this matter would also have to be examined as well.

6. Issue notice to the respondent.

6.1 Ms. Rekha Aggarwal accepts notice for the respondent.

7. Counter affidavit, if any, will be filed within four weeks from today. Rejoinder thereto, if any, will be filed before the next date of hearing.

8. In the interregnum, upon the petitioner paying, for the moment, a proportionate amount equivalent to the remaining period of 2 years and 10 months within a period of two weeks from today, respondent will issue a „No Objection Certificate in favour of the petitioner to enable him to seek appointment with NDMC.

8.1 The proportionate amount will be worked out, as indicated above, based on the remaining period and the total amount which the petitioner could be called upon to pay under the service agreement-cum-bond; which is sum of Rs.6 lakhs.

9. Renotify the matter on 26.7.2018.

10. Dasti under signatures of the Court Master.

RAJIV SHAKDHER, J MARCH 21, 2018/pmc