

**(2023) 02 DEL CK 0130**

**In the Delhi High Court**

**Case No :** Letter Patent Appeal No. 401 Of 2022, Civil Miscellaneous Application  
No. 28550, 32356, 3486 Of 2022

Shiwang Tripathi & Ors.

APPELLANT

Vs

Union Of India & Ors.

RESPONDENT

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**Date of Decision :** 17-02-2023

**Acts Referred:**

Constitution Of India, 1950 — Article 14, 15, 16, 21  
Apprentices Act, 1961 — Section 22, 22(1), 22(2)

**Citation :** (2023) 02 DEL CK 0130

**Hon'ble Judges :** Satish Chandra Sharma, CJ; Subramonium Prasad, J

**Bench :** Division Bench

**Advocate :** Govind Jee, Anju Gupta, Roshan Lal Goel, Sudhanshu Batra, Zorawar Singh Shubham

**Final Decision :** Dismissed

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## Judgement

Satish Chandra Sharma, CJ

1. The present Letters Patent Appeal is arising out of order dated 03.06.2022, passed by the learned Single Judge in W.P.(C.) No. 6811/2022 declining to grant relief of appointment/ regularization in the services of National Insurance Company Limited on the post of Officer Scale I with all consequential benefits.

2. The undisputed facts of the case reveal that an advertisement was issued on 01.11.2018 by Respondent No.2 National Insurance Company Limited inviting applications for recruitment of 150 Accounts Apprentices on All-India basis. 97 candidates, pursuant to the advertisement issued by Respondent No.2 participated in the process of selection for the post of Accounts Apprentices and they were appointed vide appointment letter dated 06.06.2019.

3. The facts further reveal that the period of apprenticeship as per the terms and conditions of the offer of appointment was 2 years and the selected apprentices were to be paid a stipend of Rs.25,000/- per month for the first year and

Rs.30,000/- for the second year. A bond was also executed by them of Rs.1,00,000/- giving an undertaking that they will not leave the company before completion of the period of apprenticeship (1 year). The facts of the case reveal that the apprenticeship period of the Appellants was subjected to two extensions vide letter dated 22.06.2021 by which it was extended till 31.12.2021, i.e. for a period of six months and subsequently on 31.12.2021 by which it was again extended by six months i.e. upto 30.06.2022. It is also pertinent to note that subsequent extension vide extension letter dated 31.12.2021 specified categorically that the second extension granted to the Accounts Apprentices was in the nature of final extension.

4. The facts further reveal that in the interregnum various correspondences took place between the officials of Respondent No.2 appreciating performance of the appointed Accounts Apprentices and had even recommended their regularization in due course. However, no decision was taken by the competent authority in the matter of regularization. The extended period was coming to an end on 30.06.2022 and in those circumstances the Appellants preferred a representation before the Respondent No.2 seeking regularization on the post of Administrative Officer Scale 1.

5. Aggrieved by the inaction on the part of the Respondent to take steps in furtherance, the Appellants preferred a writ petition being W.P.(C.) No. 6811/2022 and contended before the learned Single Judge that as per the advertisement dated 01.11.2018 the Appellants were assured of absorption as regular Scale I Officers subject to their performance and existence of vacancies.

6. It was also contended by the Appellants that they satisfied the twin criteria, i.e. the availability of vacancies and as their performance having been found outstanding, there was no occasion for the Respondents not to absorb the Appellants. The Appellants by filing a writ petition prayed for the following reliefs:

"i. Issue an appropriate writ, order or directions directing the Respondents to regularize the services of the Petitioners as Administrative Officer Scale I in the Respondent organization, the National Insurance Company Limited, with all service benefits of Scale I and consequential seniority on the said post; and/ or

ii. Grant such other reliefs as this Hon'ble Court may deem fit and proper in light of the facts and circumstances of the case."

7. The employer Respondent No.2 defended the case and stated before the learned Single Judge that the apprentices did not have a right of absorption and they were appointed purely as trainee apprentices. No promise was made at any point of time for their absorption/ regularization after completion of apprenticeship contract. They were appointed purely on the basis of a contract for a required period and the organization did not have vacancies nor were there any requirement of work, hence, the question of regularization did not arise.

8. The learned Single Judge has dismissed the writ petition. Paragraphs 9 to 22

of the judgment passed by the learned Single Judge read as under:

"9. Having considered the submissions of learned senior counsel for the parties and perused the record, I find that it is the common case of the parties that the petitioners were appointed only as accounts apprentices and not as regular Scale I employees. The petitioners, by relying on section 22(2) of the Act, contend that having undergone the apprenticeship, which was extended from two years to three years by the respondent company, they are entitled to be absorbed as Scale I officers, as they were given an impression at their time of the appointment in June 2019, that they would be so absorbed, subject to the availability of vacancies and their performance being up to the mark. On the other hand, the respondents contend that there was never any assurance of any kind given to the petitioners that they would be necessarily absorbed as officers of the Scale I cadre.

10. Before dealing with the rival conditions of the parties, I may first note Section 22 of the Apprentices Act, 1961, which is the basis of the petitioners' claim that the respondents are obliged to absorb them as Scale I officers, when neither the availability of vacancies, nor the performance of the petitioners is in question. The said section reads as under:

"22. Offer and acceptance of employment :

(1) Every employer shall formulate its own policy for recruiting any apprentice who has completed the period of apprenticeship training in his establishment.

(2) Notwithstanding anything in sub-section (1), where there is a condition in a contract of apprenticeship that the apprentice shall, after the successful completion of the apprenticeship training, serve the employer, the employer shall, on such completion, be bound to offer suitable employment to the apprentice, and the apprentice shall be bound to serve the employer in that capacity for such period and on such remuneration as may be specified in the contract.

Provided that where such period or remuneration is not, in the opinion of the Apprenticeship Adviser, reasonable, he may revise such period or remuneration so as to make it reasonable, and the period or remuneration so revised shall be deemed to be the period of remuneration agreed to between the apprentice and the employer."

11. What emerges from a perusal of the aforesaid provision is that Section 22 (1) of the Act gives the employer the freedom to formulate its policy for recruitment of apprentices and therefore, there is generally no obligation on an employer to absorb the apprentices. However, Section 22(2) of the Act makes an exception and deals with a situation where the apprenticeship contract incorporates a condition making it mandatory for the apprentices to serve the employer after the successful completion of the training; in such a situation, there is indeed an obligation on the employer to offer suitable employment to the apprentice after

the completion of the apprenticeship period. The moot question in the present case would, therefore, be as to whether there is any such condition in the contract between the parties, which would fall within the ambit of Section 22(2) of the Act.

12. As already noted, while the petitioners contend that both the advertisement and the appointment letter contained such a condition, the respondents urge otherwise. In order to determine this issue, it would be apposite to note the relevant extracts of the advertisement as also the appointment letter. Para nos. 1 and 2 of the advertisement refer to the service conditions and the apprentice bond, and are therefore relevant for the purposes of determining the issue at hand. The same read as under:

"1. Service Conditions

- The service conditions will be applicable as per the conditions laid down in the Board Resolution approving the recruitment of 150 Accounts Apprentice, subject to the relevant rules & regulations under ; National Apprentices Act, 1961; and amendments thereon, framed by Central Government in this regard. Selected candidates on appointment may be posted or transferred to any place in India as may be decided by the Company.
- The period of apprenticeship shall be TWO YEARS (Twenty four months), which may be extended at the discretion of the Company.
- It shall not be obligatory on the part of the Company to offer any employment to any Apprentice who has completed the period of Apprenticeship in the Company. The Company reserves its rights to decide for absorption of suitable candidates (who have completed the period of Apprenticeship, as per stipulated terms & conditions) as Scale I Officers, based on the requirements of the Company & conditions prevailing at that time.

2. Apprentice Bond

The selected candidates will be subject to a Bond period of ONE year and if the apprentice leaves the service of the Company before 1 year the bond amount of Rs. 1 lakh only (Rupees One Lakh only) shall be paid by such apprentice to the Company. The recruited Apprentices shall be required to submit an apprentice bond."

13. A reference may now be made to the para nos.1 to 4 of the appointment letter dated 06.06.2019, which are also relevant to examine whether the contract between the parties fall within the ambit of Section 22(2) of the Act. The same read as under:

"1. Your appointment shall be as an Accounts Apprentice for a period of TWO YEARS (Twenty Four Months) from the date of your reporting at the place mentioned in item No. 5 herein below. But the Company reserves the right to transfer your services to any place in India as per requirement. The Apprentice

period may be extended by the Company at its discretion.

2. Your appointment in the Company as Accounts Apprentice will be on a monthly stipend of Rs.25,000/- for 1<sup>st</sup> year and Rs.30,000/- for 2<sup>nd</sup> year. Reimbursement of individual Standard Mediciam Premium will be allowed only for the Policy Sum Insured of Rs.3,00,000/- issued by any PSU General Insurer other than National Insurance Company Limited. No other allowances are admissible.

3. Your appointment shall be subject to a Bond period of ONE year. During the BOND period, if the apprentice leaves the service of the Company, a bond amount of Rs.1 Lakh only (Rupees One Lakh only) shall be paid by such apprentice to the Company.

4. During the period of apprentice or the extended period of apprentice, you shall be liable to be discharged from the service of the company without any notice and without assigning any reason thereof.”

14. Having carefully considered the provisions of the advertisement dated 01.11.2018, I am unable to find any clause either containing any assurance to the petitioners that all the apprentices would be necessarily absorbed as Scale I officers upon completion of their apprenticeship, or any obligation on the apprentices to serve the respondent after completion of the apprenticeship as envisaged under Section 22(2) of the Act. On the other hand, the last para of the service conditions set out in the advertisement, clearly stated that it was not obligatory on the part of the respondent company to offer any employment to any apprentice after completion of their apprenticeship. The respondent company had, in fact, clearly reserved its right to decide whether to absorb any suitable candidate as Scale I Officer; which decision was to be based not only on the requirements of the respondent company but also on the conditions prevailing at the time of completion of the apprenticeship. Similarly, the clause relating to the apprenticeship bond, as contained in the advertisement, also referred only to a bond limited to the period of apprenticeship, which was initially fixed as two years, though with a provision for extension at the discretion of the respondents. The bond was clearly to bind the apprentice only during the period of apprenticeship, and did not contain any such obligation on the apprentice to serve the respondent in case they were selected for absorption. Thus, looked at from any angle, there was absolutely nothing in the advertisement which brings the petitioners' case within the exception referred to in Section 22(2) of the Act, or would in any manner, oblige the respondents to absorb these Account Apprentices.

15. Now coming to the clauses of the appointment letter dated 06.06.2019; the appointment letter too, unfortunately for the petitioners, does not contain any promise or even any assurance from the respondents to absorb them. The same also does not cast an obligation on the apprentices to compulsorily serve the respondents in case of their being offered absorption as Scale I Officers. On the

other hand, clause 3 of the appointment letter specifies a bond period of only one year. This clearly shows that the bond was only applicable during the first year of the apprenticeship period, and there was absolutely no provision for any bond whatsoever after the completion of the apprenticeship period. Thus, even as per the apprenticeship bond furnished by the petitioners, there was no reciprocal obligation on them to serve the respondent company after the completion of their apprenticeship period.

16. In the light of this factual position, I am not persuaded to accept the petitioners' plea that they have a right to claim absorption in terms of section 22(2) of the Act. The said provision clearly envisages a mandatory condition in the apprenticeship contract, which binds the apprentice to serve the employer after completion of the apprenticeship training. This condition, as noted hereinabove is found missing, both in the advertisement as also in the appointment letter. I have also considered the decisions in *Narender Kumar and Ors. v. State of Punjab and Ors.*, (1985) 1 SCC 130 and *Sanjay Kumar and Anr. vs. Union of India and Anr.*, (1994) 2 LLN 340, relied upon by the petitioners, and find that the common thread running through these decisions is the existence of a clause in the apprenticeship contract, which conveys a binding obligation upon the employees to absorb the apprentices on the successful completion of their training period. In the present case, no such obligation has been created under any of the documents forming the contract between the parties. These decisions are therefore, not applicable to the facts of the present case. On the other hand, I find that the decisions in *Narender Kumar (supra)* and *Sanjay Kumar (supra)* relied upon by the petitioners succinctly explain the difference between an apprentice and a regular employee. The petitioners were admittedly taken in as apprentices and merely because their apprenticeship was extended in accordance with the advertisement, they cannot claim that they are akin to regular employees, or that the period of apprenticeship should be treated as a probation period.

17. Now coming to the petitioners' plea that once the the Chairman-cumManaging Director has, vide his letter dated 03.06.2021 issued to the Department of Financial Services, Ministry of Finance, written with the approval of the Board, sought permission for absorption of the accounts apprentices in the cadre of Scale 1 officers, the respondents cannot now be permitted to take a contrary stand, or urge that on account of restructuring, they do not propose to make any direct recruitment to the post of Administrative Officer (Scale I). In support of this plea, the petitioners have heavily relied on the decision of the Apex Court in *Mohinder Singh Gill (supra)*. I am however, unable to agree. Once there was no obligation whatsoever on the respondents to absorb the petitioners, the mere fact that at one stage, the respondent company thought that it would be beneficial to absorb these apprentices, cannot be construed as any estoppel against the respondents from taking a plea that they do not now deem it appropriate at this stage to either absorb the apprentices, or to fill up the post of Administrative Officers (Scale I) through direct recruitment.

18. Learned senior counsel for the respondent has further stated at the bar that on account of the proposed restructuring as per the recommendations of the General Insurance Council, the respondents do not even intend to resort to any direct recruitment for the post of Administrative Officer (Scale I) against the vacancies which are likely to accrue after promotion of the existing Scale I officers to Scale II. Once there was no clause either in the advertisement, or in the appointment letter, which created any obligation on the respondents to absorb the petitioners, or any reciprocal obligation on the petitioners to serve the respondents after the completion of their apprenticeship period, this solitary communication by the Chairman, which was only a request to the Ministry of Finance, for grant of relaxation to make fresh recruitment, which relaxation has also not been granted till date, cannot clothe the petitioners with any right to seek absorption. Thus, once there was no obligation on the part of the respondents to absorb the petitioners, there can be no question of any estoppel against the respondents in explaining as to why they are not taking any steps to absorb the petitioners.

19. I may now also deal with the petitioners' plea regarding the alleged discrimination vis-à-vis the Actuarial Apprentices. The petitioners have vehemently urged that once the Actuarial Apprentices have been absorbed as regular employees, the non-absorption of the petitioners who are working as Accounts Apprentices into the respondent company, is wholly discriminatory and is therefore violative of Articles 14 and 16 of the Constitution. This plea, though attractive at the first blush, needs to be rejected for two reasons. Firstly, as pointed out by the respondents, there is an acute shortage of trained actuarial personnel as compared to accounts personnel, as trained accounts personnel are readily available for employment; secondly and more importantly, it is not as if there is any bar in law, which would prevent an employer from absorbing any category of apprentices as it deems fit. The respondents have explained that, keeping in view the shortage of trained actuarial apprentice personnel, a considered decision has been taken to absorb the Actuarial Apprentices engaged by the respondent company. However, keeping in view the availability of sufficient number of trained accounts personnel, no such decision to absorb the Accounts Apprentices was deemed appropriate. This certainly cannot be said to be discriminatory or arbitrary.

20. For all the aforesaid reasons, even though petitioners may indeed have an impeccable service record, as is reflected in the positive reviews given by their superior officers in their performance reports, once the respondents have taken a categorical decision neither to absorb the Accounts Apprentices, nor to fill up these posts of Administrative Officer (Scale I) through direct recruitment anytime in the near future, this Court cannot grant any relief to the petitioners.

21. In the light of my aforesaid conclusions, I do not deem it necessary to deal with the respondents' objection regarding maintainability of the writ petition having not found any merit in the petitioners' claims.

22. The writ petition, along with the pending applications, is dismissed in the aforesaid terms.”

9. This Court has carefully gone through the Order passed by the learned Single Judge and has also taken into account all the grounds raised in the Appeal and has also heard learned counsels for the parties at length.

10. Learned counsel for the Appellants has vehemently argued before this Court that certain actuarial apprentices were regularized as Scale I officers and, therefore, the Appellants have been discriminated against.

11. The Impugned Order has now been assailed before this Court by the Appellants. Mr. Govind Jee, Ld. Counsel appearing on behalf of the Appellants has vehemently argued that the Ld. Single Judge has erred in not considering that the appointment of the Appellants was approved by the Board of the Respondent Nos. 2 & 3 in the 380th meeting held on 12.07.2018 and pursuant thereto, on 03.07.2021, the CMD of the Respondent Nos. 2 & 3 recommended absorption of the Appellants to Scale I, citing suitability and dire need of skilled and qualified Accounts Apprentices. The twin criteria, in his opinion, being satisfactory performance and suitable vacancies, once satisfied, the Respondents ought to have absorbed the Appellants. He also submits that reliance place by the Ld. Single Judge on the decisions in Narendra Kumar and Others v. State of Punjab and Others; (1985) 1 SCC 130 and Sanjay Kumar and another v. Union of India, 1994-II L.L.N. 339 to hold that Petitioners have no right to claim absorption in terms of section 22 (2) of the Act of 1961, is misplaced. He contends that it is discernible from the said judgments that there may be situations where the terms of engagements or offer for employment may not be happily worded and, therefore, it is the intention of the employer, which is paramount while recruiting the apprentices. He has further contended that the intention of the Respondents, based on the advertisement dated 01.11.2018 and the subsequent communication of the CMD was to absorb the Appellants.

12. He has further contended that the absorption of apprentices undergoing actuarial courses on one hand and denial of absorption of Appellants on the other hand is outrightly arbitrary. It is his argument that the two-fold reasoning adopted by the Ld. Single Judge, that there exists an acute shortage of actuarial personnel as compared to accounts personnel and there is no bar in law for the Respondents to absorb such personnel, is not justified.

13. Per Contra, Ld. Counsels for the Respondents have taken us through the advertisement dated 01.11.2018 to submit that the service conditions were clear then and there itself, and there is nothing in the advertisement to lead to an inference or insinuation that the Appellants were assured of regularization. Thereafter, even in terms of the Appointment Letter, Respondent No. 2 was empowered to discharge any Petitioner from the service of the Company without any notice and without assigning any reason thereof. It is contended that the law is clear in stating that without any relationship of employer and employee, a

person who is merely an apprentice, cannot claim the right of getting employment or have any legitimate expectation of employment. Reliance has been placed by the Respondents on the judgment of the Hon'ble Apex Court in Employees State Insurance Corporation & Anr. Vs. Dr. Vinay Kumar & Ors. [C.A.No. 4150 of 2022]

14. The learned Single Judge, after taking into account the terms and conditions of the offer of appointment as apprentices has arrived at a conclusion that the Appellants can not claim absorption as a matter of right keeping in view Section 22(2) of the Apprentices Act, 1961.

15. In the considered opinion of this Court, the learned Single Judge has rightly arrived at a conclusion that Section 22(1) of the Apprentices Act, 1961 empowers the employer to formulate its policy for recruitment of apprentices and Section 22(2) carves out an exception in respect of situations where the apprenticeship contract accounts for a situation making it mandatory for apprentices to serve the employer after the successful completion of the training.

16. In the present case, there was no contract between the parties for absorption of the apprentices on the post of Administrative Officer and the learned Single Judge has rightly declined to grant relief to the writ petitioners as their absorption on the post of Administrative Officer will amount to recruitment through back door de hors the recruitment rules and, therefore, shall certainly be in contravention with the law laid down by the Hon'ble Supreme Court in the case of Secretary, State of Karnataka & Others Vs. Umadevi & Others, AIR 2006 SC 1806 : (2006) 4 SCC 1.

17. This Court has carefully gone through the issue of regularization of actuarial apprenticeship and the issue of regularization of actuarial apprenticeship has been considered by the learned Single Judge. The learned Single Judge has arrived at a conclusion that the Respondents have explained the reasons for absorption of actuarial apprenticeship as there was an acute shortage of trained actuarial apprenticeship personnel and a considered decision was taken to absorb actuarial apprenticeship engaged by National Insurance Company. However, as large number of trained accounts personnel were already available with the Company, no such decision was taken for absorbing accounts apprenticeship and, therefore, the learned Single Judge was justified in holding that the action of the Respondent No.2 Company can never said to be discriminatory or arbitrary.

18. The advertisement dated 01.11.2018 issued by Respondent No.2 National Insurance Company Limited for recruitment of Accounts Apprentices on full time basis is on record and the service condition of the advertisement are reproduced as under:

" Service Conditions

\* The service conditions will be applicable as per the conditions laid down in the Board Resolution approving the recruitment of 150 Accounts Apprentice, subject

to the relevant rules & regulations under " National Apprentices Act, 1961" and amendments thereon, framed by Central Government in this regard. Selected candidates on appointment may be posted or transferred to any place in India as may be decided by the Company.

\* The period of apprenticeship shall be TWO YEARS (Twenty four months), which may be extended at the discretion of the Company.

\* It shall not be obligatory on the part of the Company to offer any employment to any Apprentice who has completed the period of Apprenticeship in the Company. The Company reserves its rights to decide for absorption of suitable candidates (who have completed the period of Apprenticeship, as per stipulated terms & conditions) as Scale I Officers, based on the requirements of the Company & conditions prevailing at that time."

19. By inserting the aforesaid conditions, the Respondent No.2 National Insurance Company Limited has made it clear that it shall not be obligatory on the part of Respondent No.2 to offer any employment to any Account Apprentice after completion of apprenticeship in the Company. On the other hand, the advertisement dated 06.06.2017 issued for appointment of actuarial apprentices is also on record and the relevant extract of terms and conditions of service are reproduced as under:

"To encourage aspiring students who are keen to pursue Actuarial studies to become Actuaries.

\* A two year period of Apprenticeship offered to students who have passed at least 5 Actuarial papers from IAI/ IFoA (Institute of Actuaries of India/ Institute and Faculty of Actuaries London.

\* May be eligible for being considered for the post of Administrative Officer after passing two more Actuarial papers within the Apprentice Period and satisfactory work performance.

\* Termination of apprenticeship on failure to pass two more Actuarial papers within two years (four exam diets) and/ or not showing satisfactory work performances.

Total No. of vacancies: 7

\* Reservation shall be applicable as per Government guidelines."

20. The aforesaid advertisement makes it very clear that in the advertisement of actuarial apprentices, there was a condition inserted by the Company stating categorically that the actuarial apprentices may be eligible for being considered for the post of Administrative Officer after passing two more actuarial papers within the apprentice period and satisfactory work performance.

21. In light of the aforesaid, it can never be said that both the advertisements were identical. The advertisement issued in respect of actuarial apprentice

shows that the intention of the Company was clear from the stage of appointment of absorbing actuarial apprentices as regular employees which is certainly not at all the case of the Petitioners who were appointed as Account Apprentices.

22. Otherwise also as stated earlier, there was an acute shortage of trained actuarial personnel as compared to account personnel. The trained account personnel were already in existence in the Company and keeping in view the shortage of trained actuarial apprentices, a considered decision was taken to absorb actuarial apprentices engaged by the Respondent No.2 Company especially in respect of the advertisement and by no stretch of imagination, the action of the Company can be said to be violative of Articles 14, 15 and 21 of the Constitution of India as argued before this Court.

23. The Appellants/ Petitioners do not have any right to claim absorption in terms of Section 22 of the Act. The aforesaid statutory provision of law clearly envisages a mandatory condition in the apprenticeship contract which binds the apprentice to serve the employer after completion of apprenticeship training. The condition provided under Section 22 of the Act does not find place in the advertisement as well as in the appointment letter. Therefore, by no stretch of imagination a mandamus can be issued directing the Employer to grant regular appointment to Account Apprentices as prayed for by the Appellants/ Petitioners.

24. The recommendatory letters issued by Chairman/ Managing Direction for absorption of Account Apprentices in the cadre of Scale I officers does not create any legal right in favor of the Petitioners.

25. The Respondent No.2 was not under any obligation to absorb the Appellant and especially in light of the fact that the Company does not need Administrative Officer, Scale I (Accounts) and there was no requirement at the relevant point of time. In the considered opinion of this Court, the Petitioners/ Appellants cannot claim absorption as a matter of right only because they have completed apprenticeship training. The Learned Single Judge was justified in dismissing the Petition.

26. The Appellants have not been able to establish a legal enforceable right for absorption as Administrative Officer and no Statutory Provision of Law has been on record which entitled the Petitioners/ Appellants for regularization/ appointment/ absorption as Administrative Officer Grade 1. Therefore, this Court does not find any reason to interfere with the order passed by the Learned Single Judge and the present Appeal deserved to be dismissed.

27. In the considered opinion of this Court, the Petitioners/ Appellants have completed their account apprenticeship, they are well trained persons and in future, in case, vacancies are advertised by Respondent No. 2 Organization for the post of Administrative Officer Scale I, the Company shall be free to grant relaxation in accordance with law equivalent to the number of years the Appellants/ Petitioners have served the Organization as apprentices.

28. With the aforesaid, no case has been made out in the present Appeal, and, accordingly, the present Appeal stands dismissed.