

**(2025) 11 DEL CK 1968**

**In the Delhi High Court**

**Case No :** Writ Petition (C) 11819 Of 2024 and Civil Miscellaneous Application  
Nos. 49157, 59119 Of 2024

Tarun & Ors

APPELLANT

Vs

Union Of India & Ors

RESPONDENT

**Date of Decision :** 24-11-2025

**Acts Referred:**

Constitution of India, 1950 — Article 226  
Apprentices Act, 1961 — Section 22, 22(1), 22(2)

**Citation :** (2025) 11 DEL CK 1968

**Hon'ble Judges :** Prateek Jalan, J

**Bench :** Single Bench

**Advocate :** Ashish Pradhan, Srikant Prasad, Aman Mehrotra, Rahul Kumar, Premtosh K. Mishra, Sarthak Anand, Prarabdh Tiwari, Amit Acharya, Krishan Kumar, Seemant K. Garg, Priya Pathak, Avnish Alhawat, Aliza Alam, Mohnish Sehrawat

**Final Decision :** Dismissed

## Judgement

Prateek Jalan, J

1. By way of this petition under Article 226 of the Constitution, the petitioners, 118 in number, seek a direction to respondent No. 4 – Central Bank of India ["the Bank"] to give preference to the petitioners for appointment to the post of Clerk, on the ground that they are trained apprentices, and to provide reservation for trained apprentices for the said post. Although the writ petition also contains a prayer for absorption of the petitioners into the services of the Bank upon completion of their apprenticeship, this relief was not pressed at the time of hearing.

2. The petitioners were all apprentices in the Bank during the period from June 2023 to July 2024. They were appointed pursuant to a notification issued by the Bank in March 2023 for engagement of apprentices under the Apprentices Act, 1961 ["the Act"], in accordance with the Bank's apprenticeship policy. The

notification provided, inter alia, as follows:

“• It shall neither be obligatory on the part of the Bank to offer any employment to any apprentice who has completed the period of his apprenticeship training nor shall it be obligatory on the part of the apprentice to accept an employment.

• The apprentice shall have no right to claim employment in Bank after completion of the training.

• Bank does not have any obligation to offer regular employment to apprentice during or after completion of apprenticeship period.”

3. The petitioners were appointed under similar engagement letters. A copy of the engagement letter dated 04.09.2023, issued to the petitioner No.1, has been placed on record, which refers to a contract to be signed by the apprentice.

4. The grievance of the petitioners is that the Bank, by an advertisement dated 01.07.2024, invited applications for the post of Clerk, but made no provision for any preference or reservation to be given to trained apprentices. Mr. Ashish Pradhan, learned counsel for the petitioners, submitted that the Bank has not formulated a policy relating to preference or reservation for apprentices, as required by Section 22 of the Act. Section 22 of the Act provides as follows:

“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 or remuneration agreed to between the apprentice and the employer.” Emphasis supplied

6. Section 22(1) was amended in 2014. As most of the decisions cited by learned counsel for the parties consider Section 22(1), as it stood prior to the amendment, the pre-amendment provision is reproduced below:

“(1) It shall not be obligatory on the part of the employer to offer any employment to any apprentice who has completed the period of his apprenticeship training in his establishment, nor shall it be obligatory on the part of the apprentice to accept an employment under the employer.”

The remainder of the Section remains unchanged.

7. Mr. Pradhan relied heavily upon the judgment of the Supreme Court in *U.P. SRTC v. U.P. Parivahan Nigam Shishukhs Berozgar Sangh* (1995) 2 SCC 1 [hereinafter, "U.P.SRTC"]. In the said judgment, the Supreme Court accepted the stand of the appellant, that the High Court ought not to have directed employment of apprentices, with the following observations:

"7. The aforesaid provisions are sufficiently indicative of the fact that the training imparted is desired to be result-oriented; and the trainees are treated akin to employees. Even so, Section 22 of the Act states, and it is this provision which has been pressed into service by the appellants, that it shall not be obligatory on the part of the employer to offer any employment to any apprentice who has completed the period of his apprenticeship training in his establishment unless there be a condition in the contract to the contrary. The model contract form finding place in Schedule VI of the Rules echoes the voice of Section 22(1) in its second para. The Corporation has placed on record a model contract form entered into between it and the trainees which also states about the aforesaid non-obligation.

8. On the strength of these provisions, the contention advanced is that the High Court could not have directed to give employment to the trainees. Reference to the impugned judgment, however, shows that while giving the direction the Court was conscious of what has been provided in Section 22 of the Act; even so, the direction was given on the basis principally of the doctrine of promissory estoppel as already noted. As to this view taken by the High Court, we state that, according to us, the direction in question could not have been given because of this principle, despite what was given out by the Joint General Manager of the Corporation in his circular letter dated (sic) 1977 referred in the judgment."

8. However, keeping in mind the time, money, and energy spent on trainees, the Supreme Court gave the following additional directions, which have been relied upon by Mr. Pradhan:

"12. In the background of what has been noted above, we state that the following would be kept in mind while dealing with the claim of trainees to get employment after successful completion of their training:

(1) Other things being equal, a trained apprentice should be given preference over direct recruits.

(2) For this, a trainee would not be required to get his name sponsored by any employment exchange. The decision of this Court in *Union of India v. N. Hargopal* (1987) 3 SCC 308 would permit this.

(3) If age bar would come in the way of the trainee, the same would be relaxed in accordance with what is stated in this regard, if any, in the service rule concerned. If the service rule be silent on this aspect, relaxation to the extent of the period for which the apprentice had undergone training would be given.

(4) The training institute concerned would maintain a list of the persons trained yearwise. The persons trained earlier would be treated as senior to the persons trained later. In between the trained apprentices, preference shall be given to those who are senior.

13. Insofar as the cases at hand are concerned, we find that the Corporation filed an additional affidavit in CA Nos. 4347-4354 of 1990 (as desired by the Court) on 20-10-1992 giving position regarding vacancies in the posts of conductors and clerks. If such posts be still vacant, we direct the Corporation to act in accordance with what has been stated above regarding the entitlement of the trainees. We make it clear that while considering the cases of the trainees for giving employment in suitable posts, what has been laid down in the Service Regulations of the Corporation shall be followed, except that the trainees would not be required to appear in any written examination, if any provided by the Regulations. It is apparent that before considering the cases of the trainees, the requirement of their names being sponsored by the employment exchange would not be insisted upon. Insofar as the age requirement is concerned, the same shall be relaxed as indicated above." Emphasis supplied

9. Mr. Krishan Kumar, learned counsel for the Bank, however, submitted that Section 22(1) of the Act, in the form that it now stands, after the amendment of 2014, only requires formulation of a policy for recruitment of apprentices. He submitted that the Bank has indeed formulated an Apprenticeship Policy dated 01.11.2021, which specifically deals with the question of employment as follows:

"(xii)

Weightage for Employment in Bank

As per Recruitment policy of the Bank"

Emphasis supplied

10. Mr. Kumar also relied upon Schedule 5 to the Apprenticeship Rules, 1992, which provides for a model contract of apprenticeship. The contract specifically mentions as follows:

"II. Obligations of Trade Apprentice (both in case of Major and Minor Trade Apprentices) (Under Section 12 of Apprentices Act, 1961).

xxxx xxxx xxxx

[(10) It shall not be obligatory on the part of the employer to offer any employment to the apprentice on completion of period of his apprenticeship training in his establishment nor shall it be obligatory on the part of the apprentice to accept an employment under the employer:

Provided that if there is any recruitment, employer shall formulate its own policy for recruiting any apprentice who has completed the period of apprenticeship training in his establishment in terms of sub-section (1) of Section 22 of the Act.]

Emphasis supplied

11. In support of his contentions, Mr. Kumar relied upon the judgments in Chairman/MD, Mahanadi Coalfields Ltd. And Others v. Sadashib Behera and Others (2005) 2 SCC 396 [hereinafter, "Mahanadi Coalfields"], Narender Kumar & Ors. v. State of Punjab & Ors. (1985) 1 SCC 130 [hereinafter, "Narender Kumar"], The Employees' State Insurance Corporation & Anr. v. TELCO & Anr. (1975) 2 SCC 835 [hereinafter, "TELCO"], U.P. State Electricity Board v. Shiv Mohan Singh (2004) 8 SCC 402 [hereinafter, "Shiv Mohan Singh"], and Shiwang Tripathi and Others v. Union of India and Others 2023 SCC OnLine Del 953 [hereinafter, "Shiwang Tripathi"].

12. Mr. Premtosh K. Mishra, learned Central Government Standing Counsel, who appeared for the Union of India, supported the stand of the Bank.

13. As noticed above, most of the judgments cited, including U.P.SRTC deal with the pre-2014 version of Section 22(1). Interpreting the said provision, in Mahanadi Coalfields, the Court held that the Act did not confer a right to employment upon the apprentice, in the absence of a corresponding condition that the apprentice would serve the same employer for a particular period of time.<sup>12</sup> In Narender Kumar, the Court held that the employer therein was bound to offer employment to the apprentices, relying specifically upon a contractual condition relatable to Section 22(2) of the Act. In TELCO, it was held that the apprentice would not be an "employee", for the purposes of the Employee's State Insurance (ESI) Act, 1948, and in Shiv Mohan Singh, the Court came to the conclusion that a contract of an apprenticeship is not a contract of employment at all.

14. The only judgment cited on the post-amendment provision of Section 22, is the judgment of a Division Bench of this Court in Shiwang Tripathi. The Division Bench was considering an appeal against a judgment of a Single Judge, which held that apprentices under the Act could not claim absorption in the services of the employer. It upheld the decision with the following observations:

"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 v. Umadevi (2006) 4 SCC 1.

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." Emphasis supplied

15. Although the Division Bench was dealing with a claim for absorption, the same principles would govern the present case also. In the facts of the present case, I do not find any indication that the petitioners were either promised regular employment upon culmination of their apprenticeship, or bound to serve the Bank, as contemplated by Section 22(2) of the Act. To the contrary, the notification under which the petitioners were engaged as apprentices, specifically provided that the apprentice would have no right to claim employment with the Bank, and would be under no obligation to accept employment, if offered. Similarly, it provided that the Bank would not be obliged to offer such employment to an apprentice. The provisions of the model contract of apprenticeship, in Schedule 5 to the Apprenticeship Rules, 1992, are also to similar effect. The provisions of Section 22(2) of the Act, therefore, have no application.

16. The only question remaining concerns the formulation of a policy under Section 22(1). As far as this aspect is concerned, the provision only requires an employer to formulate its own policy for recruitment of apprentices. The policy formulated by the Bank clearly states that such recruitment would be in terms of the Bank's recruitment policy. In the absence of any provision in the recruitment policy providing for a preference to apprentices, or reservation in their favour, no inference can be drawn of such a benefit to apprentices, which would otherwise affect open competition for the post in question.

17. The petitioners relied upon a policy framed by the Railways, which does provide for reservation of apprentices. However, I am of the view that such a decision taken by one agency in its own wisdom, cannot place a corresponding obligation upon a different employer to follow the same procedure. Section 22(1) of the Act, to the contrary, leaves such a policy to the discretion of the individual employer.

18. The judgment in U.P.SRTC does not, in my view, hold to the contrary. First, it is significant that the Supreme Court was considering a materially different provision, as it existed prior to 2014. Second, it must be remembered that, even in that very case, the Supreme Court rejected the notion that apprentices were entitled to appointment, contrary to the statutory framework. That framework

has since undergone a change, and all that is now required of an employer is to frame an appropriate policy. This, as stated above, the Bank has done.

19. For the aforesaid reasons, I am unable to come to the aid of the petitioners in this writ petition. It is accordingly dismissed, with no orders as to costs. All pending applications are also dismissed.