
(2001) 02 DEL CK 0079
In the Delhi High Court
Case No : CWP No. 4712 of 2000

V.B. Singh Yadav

APPELLANT

Vs

Union of India and Others

RESPONDENT

Date of Decision : 01-02-2001

Acts Referred:

Citation : (2000) 57 DRJ 767

Hon'ble Judges : Vikramajit Sen, J

Bench : Single Bench

Advocate : Mr. D.K. Singh, for the Appellant; Ms. Rekha Palli, for the Respondent

Judgement

Vikramjit Sen, J.—In L.P.A. No. 416/1998, a Division Bench of this Court had found that the Policy of the Respondents to give extension

of service to only those Airmen whose performance was above a certain standard/benchmark, was perfectly legal. It was held that no

discrimination was made out.

2. The Petitioner is a Junior Warrant Officer in the Indian Air Force. He has been granted an extension after his superannuation. The criteria/policy

for the grant of extensions of engagement has been set down in writing. One of the stipulations is that persons similarly placed as the Petitioner

should obtain 72.5% in their ACR for the requisite period. Ms. Rekha Palli, Learned Counsel appearing for the Respondent has submitted that

after taking into account the marks awarded to the Petitioner, he did not fulfill this condition. Hence, he was not considered for an extension of his

engagement.

3. Learned Counsel for the Petitioner has made detailed submissions assailing the ACR for the year 1999. This attack was founded primarily on

the ground that the Petitioner had not worked under the concerned officers who had authored the ACR for the requisite minimum period, i.e. three months. It has been pointed out by Ms. Rekha Palli, Learned Counsel for the Respondents that the concerned officer had specifically stated that the Petitioner had worked under him for eight months. The official records have been produced and have been perused by me and her submission is substantiated by the contents. The correctness of this statement was sought to be assailed by the Learned Counsel for the Petitioner in these proceedings. As it is inappropriate for the Court in writ jurisdiction to enter into the controversy that may ensue from disputed questions of facts, I have declined to make any observations on these points. For the purpose of this action, it suffices that the concerned officer has stated that the Petitioner had worked under him for eight months. It is also significant that the Petitioner has received a better assessment for this year than in previous years, and thus, prima facie, mala fides appear not to be present. This is, however, not a final observation and the Petitioner shall be at liberty to assail the veracity of the statement contained in the ACR in any other appropriate proceedings/actions. Accordingly, on this ground also the Writ Petition fails.

4. It is contended by Learned Counsel for the respondent and in my view with great substance, that the extension of engagement for a period of three years was not as of any statutory or other right. This was as a consequence of a contract between the parties. Further grants of extension of this engagement is not a vested right of the Petitioner or any other person similarly placed. This argument has already been seen with favor by the Division Bench, with whose views I am in respectful agreement. The Scheme itself specifically states that extension of service beyond the initial term of engagement cannot be claimed as a matter of right. It shall be entirely in discretion of the Air Headquarters or such other Authority as may specified by Air Headquarters, to grant or deny extension/s of service. Judicial review is circumscribed into considering whether such discretion has been used capriciously or discriminately, or with mala fides. Although, Learned Counsel for the Petitioner had submitted that there has been a failure of compliance with the principles of natural justice, he has failed to disclose any fact or circumstance on which this argument is predicated. In

my view, the Respondents had acted fairly and without malafides, and in conformity and consonance with the Scheme which is itself being relied upon by the Petitioner.

5. There is no merit in the Writ Petition and the same is dismissed.