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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% **Date of Decision: 02nd September, 2026**

CNR No. DLHC010521502022

+ **CONT.CAS(C) 113/2022**

CAPTAIN MOHIT

.....Petitioner

Through: Mr. Abhinav Tyagi, Advocate
(through VC)

versus

VIKRAM DEV DUTT & ANR.

.....Respondents

Through: Mr. Avishkar Singhvi, Mr. Amit Mishra, Mr. Azeem Samuel, Ms. Mitakshara Goyal, Mr. Vaibhav, Mr. Shivam Goel, Mr. Mujeeb Ur. Rehman and Ms. Shrijeta Pratik, Advocates

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CNR No. DLHC010054142022

+ **CONT.CAS(C) 142/2022**

CAPTAIN PRIYANK BASANWAL

.....Petitioner

Through: Mr. Abhinav Tyagi, Advocate
(through VC)

versus

VIKRAM DEV DUTT & ANR.

.....Respondents

Through: Mr. Avishkar Singhvi, Mr. Amit Mishra, Mr. Azeem Samuel, Ms. Mitakshara Goyal, Mr. Vaibhav, Mr. Shivam Goel, Mr. Mujeeb Ur. Rehman and Ms. Shrijeta Pratik, Advocates



CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA
MINI PUSHKARNA, J. (ORAL):

1. The present petitions have been filed alleging wilful disobedience of the judgments dated 28th May, 2021, and 31st May, 2021, passed by this Court in *W.P.(C) 5430/2020*, and *W.P.(C) 5439/2020*, respectively.
2. Learned counsel appearing for the respondents draws the attention of this Court to the aforesaid judgment dated 28th May, 2021, passed in *W.P. (C) 5430/2020*, which reads as under:

“

CM APPL. 17209/2021 (seeking permission to withdraw the writ petition)

1. This is an application filed by the Petitioner seeking to withdraw the present writ petition subject to directions to the Respondent to release the statutory dues along with arrears of salary and other emoluments / claims, if any.
2. Issue notice. Ms. Akanksha Das, Advocate accepts notice on behalf of Respondent.
3. Mr. Sanjiv Sen, learned Senior Counsel appearing for the Respondent does not oppose the withdrawal of the writ petition. He, however, submits that, at this stage, he does not have any instructions on the amount, if any, outstanding towards the Petitioner, on account of statutory dues, arrears of salary etc.
4. Insofar as prayer (b) is concerned, Mr. Sen submits that although the provisions of Civil Aviation Requirements do not permit extension of notice period beyond six months while tendering resignation by a Pilot, however, if the Petitioner would have rendered service beyond 28.02.2020, he would have been adequately compensated or shall be paid his entitled dues, in accordance with law.



5. Having heard learned counsel for the Petitioner and learned Senior Counsel for the Respondent, I am of the view that the application deserves to be allowed to the extent of prayer (a). Accordingly, the Petitioner is permitted to withdraw the present writ petition.

6. Respondent is directed to release the statutory dues, arrears of salary or any other claims outstanding towards the Petitioner, if any, in accordance with law. The exercise shall be carried out and completed within a period of 6 weeks from today.

7. With respect to the statutory dues, the same shall be released within a period of 6 weeks from the date of necessary compliances of the requisite formalities / modalities by the Petitioner. Respondent shall intimate to the Petitioner the various formalities that are required to be completed at his end.

8. With respect to prayer (b), it is open to the Petitioner to make a representation to the Respondent and the same shall be decided by the Respondent independent of the filing of the present writ petition or its withdrawal.

9. Petitioner seeks liberty to resort to appropriate remedies *qua* the invocation and encashment of Bank Guarantee. It is open to the Petitioner to take recourse to appropriate remedies available to him, in accordance with law.

10. Application is disposed of.

W.P.(C) 5430/2020

In view of the order passed in the application being CM No. 17209/2021, writ petition is disposed of as withdrawn. ”

3. Similarly, learned counsel for the respondents further draws the attention of this Court to the judgment 31st May, 2021, passed in *W.P. (C) 5439/2020*, which reads as under:

“xxx xxx xxx



CM APPL. 17671/2021 (seeking permission to withdraw the writ petition)

1. This is an application filed by the Petitioner seeking to withdraw the present writ petition subject to directions to the Respondent to release the statutory dues along with arrears of salary and other emoluments / claims, if any.
2. Issue notice. Ms. Akanksha Das, Advocate accepts notice on behalf of Respondent.
3. Ms. Akanksha Das, learned Counsel appearing for the Respondent does not oppose the withdrawal of the writ petition. She, however, submits that, at this stage, she does not have any instructions on the amount, if any, outstanding towards the Petitioner, on account of statutory dues, arrears of salary etc.
4. Having heard learned counsel for the Petitioner and learned Counsel for the Respondent, I am of the view that the application deserves to be allowed. Accordingly, the Petitioner is permitted to withdraw the present writ petition.
5. Respondent is directed to release the statutory dues, arrears of salary or any other claims outstanding towards the Petitioner, if any, in accordance with law. The exercise shall be carried out and completed within a period of 6 weeks from today.
6. With respect to statutory dues, the same shall be released within a period of 6 weeks from the date of necessary compliances of the requisite formalities / modalities by the Petitioner. Respondent shall intimate to the Petitioner the various formalities that are required to be completed at his end.
7. Petitioner seeks liberty to resort to appropriate remedies *qua* the invocation and encashment of Bank Guarantee. It is open to the Petitioner to take recourse to appropriate remedies available to him, in accordance with law.
8. Application is disposed of.



W.P.(C) 5439/2020

In view of the order passed in the application being CM No. 17671/2021, writ petition along with pending applications is disposed of as withdrawn.

”

4. Perusal of the aforesaid judgments shows that the writ petitions were withdrawn by the respective petitioners and there was not adjudication on merits on the amounts payable to the petitioners which was claimed by them.

5. There were directions to the respondents to release the statutory dues, arrears of salary, or any other outstanding claims, if any, towards the petitioners, in accordance with law. Accordingly, it is clear that there were no specific directions for any specific amounts to be paid to the petitioners under any particular head, except general directions regarding payment of their dues, if any. Thus, it is evident that discretion was left with the respondents herein to calculate the dues payable to the petitioners, if any, as per their consideration.

6. This Court notes the submission made by learned counsel appearing for the respondents that the statutory dues, as calculated by the respondents, have already been released to the petitioners.

7. Attention of this Court has been drawn to the order dated 16th February, 2022, passed in *CONT.CAS(C) 113/2022*, which reads as under:

“xxx xxx xxx



1. Statutory dues of Rs. 11.73 lacs have been paid to the petitioner since the last date of hearing. Arrears apropos salary and other claims of approximately Rs. 21 lacs are stated to be outstanding.
2. The learned counsel for the respondents seeks and is granted two weeks' time to file a compliance affidavit.
3. Renotify on 25.04.2022.
4. The order be uploaded on the website forthwith.

”

8. The aforesaid order categorically records the fact of payment of statutory dues to the petitioner.

9. Learned counsel appearing for the respondents submits that the statutory dues have been paid to the petitioners in both the matters.

10. Attention of this Court has been drawn to the Compliance Affidavit dated 11th January, 2023, filed on behalf of the respondents, wherein, it has been stated as follows:

“xxx xxx xxx

- 2) I state that in compliance of the directions passed by way of the aforesaid orders, payment of Rs. 11,73,737/- (Rupees Eleven Lakhs Seventy-Three Thousand Seven Hundred Thirty-Seven Only) towards the Provident Fund dues, has been made to the Petitioner on 15.02.2022 through RTGS.
- 3) I state that the outstanding dues towards the Bank Guarantee of Rs. 22,00,000/- (Rupees Twenty-Two Lakhs Only) furnished by the Petitioner at the time of pilot training towards the cost of training, has already been refunded and the same has been accepted by the Petitioner, on 13.10.2022 i.e., before the initiation of the present proceedings, vide UTR No SBIN121286723032.

xxx xxx xxx”



11. Perusal of the aforesaid Compliance Affidavit shows that, in *CONT.CAS(C) 142/2022*, amount towards the Provident Fund (“PF”) dues as well as the outstanding dues towards the Bank Guarantee, have been released to the petitioner therein.

12. At this stage, learned counsel appearing for the petitioners submits that no Compliance Affidavit has been filed by the respondents as regards the arrears of salary and other claims of the petitioners.

13. However, it is to be noted that since both the writ petitions were dismissed as withdrawn, and there was no adjudication on the dues payable by the respondents to the respective petitioners as per the pleas raised by them, no contempt proceedings can be continued against the respondents.

14. The petitioners, however, are at liberty to seek their remedies in accordance with law to seek any dues, which according to them are due and payable to them by the respondents.

15. Accordingly, noting the aforesaid, the present petitions are disposed of.

MINI PUSHKARNA, J

SEPTEMBER 2, 2026/ak