



2026:DHC:472



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* IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of decision: 16th January, 2026

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RFA 556/2017 & CM APPL. 15627-15628/2024

UNION OF INDIA

.....Appellant

Through: Ms. Radhika Bishwajit Dubey, CGSC
with Ms. Gurleen Kaur Waraich, Mr.
Kritarth Upadhyay and Mr. Ayush
Dogra, Advocates.

versus

CAPTAIN VIDYA SAGAR

.....Respondent

Through:

Mr. Rajesh Srivastava, Advocate.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

AMIT BANSAL, J. (Oral)

CM APPL. 15628/2024 (for condonation of delay)

1. This application has been filed seeking condonation of 580 days' delay in filing I.A. 15627/2024.
2. For the reasons stated, the delay in filing I.A. 15627/2024 stands condoned.
3. The application stands disposed of.

CM APPL. 15627/2024 (u/O XXII Rule 4 of CPC, 1908)

4. This application has been filed to bring on record the legal representatives of the deceased respondent.
5. Counsel appearing on behalf of the proposed legal representatives



does not oppose this application.

6. Accordingly, the legal representatives of the deceased respondent are permitted to be impleaded as respondents. The amended memo of parties filed along with the application is taken on record.

7. The application stands disposed of.

RFA 556/2017

8. The present appeal has been filed seeking setting aside of the impugned judgment dated 31st August, 2016 passed by the Additional District Judge-06, South District, Saket Courts, New Delhi (hereinafter the 'Trial Court') in Civil Suit No.447/2016 (New Case No.206252/2016), whereby the suit filed by the appellant was dismissed.

9. Brief facts necessary for deciding the present appeal are as under:

9.1 The appellant/UOI recruited the respondent as a Trainee Pilot on 26th June, 1997 *vide* appointment letter dated 19th March, 1997. As per the terms of the appointment, the respondent executed a Service Bond dated 7th June, 1997 (hereinafter 'Service Bond'), undertaking to serve the appellant/UOI for a minimum period of 10 years, failing which he would be liable to pay Rs.7,50,000/- incurred by the appellant/UOI towards training the respondent.

9.2 The respondent was promoted on 28th May, 2001. The respondent prematurely resigned from the services of the appellant/UOI *via* letters dated 18th May, 2005 and 14th February, 2006.

9.3 The appellant/UOI sent letters dated 11th November, 2005 and 21st February, 2006, reminding him of his continuing financial liability in terms of the Service Bond executed by him. Since the respondent failed to honour his commitment in terms of the Service Bond, the present suit was filed,



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which came to be dismissed by the impugned order dated 31st August, 2016.

10. During the pendency of the present appeal, the respondent expired on 11th May, 2022 and his legal representatives have been impleaded by an order passed today.

11. Ms. Radhika Biswajit Dubey, CGSC appearing on behalf of the appellant/UOI submits that the Trial Court has failed to construe the terms of the Service Bond executed by the respondent as also the correspondence exchanged between the parties.

12. Ms. Dubey further submits that the findings of the Trial Court that the aircrafts flown by the respondent were not airworthy, is not supported by any evidence. The Service Bond executed by the respondent was an unequivocal contractual promise to serve the stipulated period or refund the amount spent for training. The Department had duly produced in evidence the details of the training expenditure and therefore, was entitled to recover the amount of Rs.7,50,000/-.

13. *Per contra*, counsel appearing on behalf of the respondents submits that there is no infirmity in the impugned order passed by the Trial Court.

14. I have heard the counsel for the parties and examined the record of the case.

15. On the 13th February, 2013, the following issues were framed in the suit:



1. *Whether the suit has not been filed by duly authorized person to institute the suit on behalf of Union of India? OPD*
2. *Whether the suit filed is barred by limitation? OPD*
3. *Whether the suit has not been verified in accordance with the provisions of Order 6 Rule 15 CPC? OPD*
4. *Whether the plaintiff is entitled to recover the amount of Rs.7,50,000/- from the defendant? OPP*
5. *Whether the plaintiff is entitled to claim interest on the amount, if any, found due, payable by the defendant and if so, at what rate? OPP*
6. *Relief*

16. Issue Nos. 1, 2 and 3 were decided in favour of the appellant/plaintiff and Issue Nos. 4 and 5 were decided in favour of the respondent/defendant.

17. The relevant findings of the Trial Court in respect of Issue No.4 are set out below:

“33. Part II of the Section 56 of the Contract Act lays down that in case performance of an act, which is agreed to be performed under the agreement, becomes impossible or unlawful subsequent to entering into an agreement, the agreement itself becomes void. As has already been discussed above in details, the pleadings of the defendant as well as the examination in chief of DW-1 is replete with assertions that he never had the requisite licence to fly Lear Jet or Gulf III Stream aircraft and yet he was forced to fly them. In addition, he also pleaded and deposed that the aircrafts which he was forced to fly were not even airworthy, jeopardizing the lives of all there on



board. In replication, the plaintiff simply denied all assertions made in the Written Statement without submitting any explanation at all. Replication contains plain and blank denials. The conduct of the plaintiff while dealing with application of the defendant seeking leave to defend and its own application under Order XII Rule 6 of the Code of Civil Procedure, 1908 has already been highlighted. Further, the cross examination of defendant is extremely illustrative where the plaintiff did not even bother to give a suggestion of falsehood to the defendant regarding his assertions. Whatever brief cross examination was done was only restricted to the assertion of the defendant that he was singled out for discriminatory treatment in so far as payment of proportionate bond money is concerned.

34. It is thus, reasonable to conclude that the act for which the defendant was recruited i.e. flying became unlawful and impossible to perform in as much as he was forced to fly an aircraft for which he had no licence. In addition, the aircraft itself were not airworthy but were being flown against rules. The corollary is that the agreement i.e. Service Bond became void for the reason that the performance of service itself became unlawful and impossible to perform.”

[Emphasis supplied]

18. The aforesaid finding was based on the evidence led on behalf of the defendant/respondent as set out in paragraph 27 of the impugned judgment, which is reproduced below:

“27. The para-17 of the evidence by way of affidavit of DW-1 is reproduced as under:

“17. I say that the malpractices carried out in the plaintiff (department) violating flight safety the excerpts of the same are given herein under for easy reference.

(a) A reference may be drawn from Flight Commander, G-III, Capt. VK Singh letter written to Commander Air Wing, Palam, New Delhi. It is attached as Annex-III and is titled as “Continuance of Operations on G-III aircraft VTENR -A serious compromise on Flight safety. Excerpts of the same are given under the easy reference.

(b) M/s GAC is of the opinion that CB-125 is a Fuselage Station 580



COMSCAN inspection which is an “AMM Chapter 5” inspection and is required. The adverse effects of continued flight operations without complying with this Chapter 5 inspection are severe. Major structural failure can occur with continued flight operations.

(c) Criticality of FS580 being subject to corrosion has been reaffirmed by M/s GAC as well.

(d) “This inspection has been recommended so as to detect signs of material loss/corrosion at the intermating surface of Web and Rear beam of port/starboard wing at FS-425 without having to remove all the parts. The criticality of this too deals with airframe areas/parts that have direct bearing on the structural integrity of the aircraft.”

(e) “Concessions against execution of CMP Codes 321250 and 321255 is a direct compromise on the aircraft structure (Main Landing Gear)/airframe. Thus, this too is a compromise on flight operations and is unacceptable. In addition, in the absence of manufacturer approved/authorized technical know how, the basis of granting extension to the functioning of a very major load bearing member, is bereft of logic and difficult for the aircrew to comprehend.

(f) It can be seen that VIENR was on concession for one airframe/aircraft structure related maintenance activity in Mar 2003. Two more concessions on airframe/structure were given on 31 Oct 2003. The fourth relating to the undercarriage system was given on 8th Apr 2005. Thus, compromising on the structural integrity of the aircrafts is on the increase. This is not healthy and is against all norms of flight safety. Considering the overall picture of the aircraft structure/airframe related concessions/extensions with which G-III aircraft VTENR is on flight line, structural integrity compromise are far too many for the comfort of any aircrew. While the aircrew fully train themselves to handle abnormal situations arising in the air due to failure of dubious structural integrity is an extremely challenging task. No one trains for this situation.””

19. The Trial Court has also noted that the appellant/plaintiff did not cross-examine the defendant/respondent in respect of the said evidence. Accordingly, the Trial Court correctly came to the conclusion that the evidence led by the respondent/defendant remained unrebutted. The Trial



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court has also correctly held that the Service Bond became void under Section 56 of the Indian Contract Act, 1872, since the performance of the service itself became impossible to perform.

20. In my view, there is no infirmity in the impugned judgment passed by the Trial Court. The Trial court has correctly appreciated the evidence led on behalf of the parties to come to the conclusion that the appellant/plaintiff was not entitled to recover the amount under the Service Bond from the respondent/defendant.

21. Accordingly, there is no merit in the appeal and the same is dismissed.

22. All the pending applications stand disposed of.

AMIT BANSAL, J

JANUARY 16, 2026

Vivek/-