BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM – LABOUR COURT NO. II, NEW DELHI

LCA No. 03/2025

Captain Rajesh Kumar Alawadhi vs. SNV Aviation Pvt. Ltd.

Captain Rajesh Kumar Alawadhi
R/o – WZ–A3/51, Dal Mill Road, Uttam Nagar, New Delhi – 110059

....Applicant

VERSUS

I. Chief Executive Officer, SNV Aviation Pvt. Ltd.

Urmi Estate, Tower–A, 12th Floor, 95 Ganpatrao Kadam Marg, Lower Parel (W), Mumbai, Maharashtra – 400013.

II. Ms. Sejal Haribhakti Modi, Chief Human Resource Officer, SNV Aviation Pvt. Ltd.

Urmi Estate, Tower–A, 12th Floor, 95 Ganpatrao Kadam Marg, Lower Parel (W), Mumbai, Maharashtra – 400013.

III. Mr. Sewak Singh Khosa, Director Training, SNV Aviation Pvt. Ltd.

Urmi Estate, Tower–A, 12th Floor, 95 Ganpatrao Kadam Marg, Lower Parel (W), Mumbai, Maharashtra – 400013.

IV. Ms. Medha Tripathy, Sr. Manager Human Resource, SNV Aviation Pvt. Ltd.

Urmi Estate, Tower–A, 12th Floor, 95 Ganpatrao Kadam Marg, Lower Parel (W), Mumbai, Maharashtra – 400013.

...Managements

Counsels:
For Applicant/ Claimant*:*
Sh. Sharique Hussain, Ld. AR.

<u>Order dated: 14.05.2026</u>

This order shall dispose of an `q cxz **(Hereinafter referred to as 'the Act')**. The claimant submits that he is a qualified commercial pilot holding an Airline Transport Pilot License (ATPL No. 6356) issued by the Directorate General of Civil Aviation (DGCA), and is having Indian Air Force background prior to him entering in Civil Aviation sector. He was employed with M/s SNV Aviation Pvt. Ltd. (Akasa Air) as a Transition Captain, and entered an employment agreement dated 07.07.2023 with the management. He was subsequently redesignated as Senior Transition Captain w.e.f. the same date, with revised monthly emoluments of ₹6,25,000/-. He also became entitled for an annual loyalty reward of Rs. 1,00,000/- since 01.08.2023 , thereby making his total monthly remuneration to approximately ₹7,35,000/- and later ₹7,45,000/-. It is his case that he falls within the definition of "workman" under Section 2(s) of the Industrial Disputes Act, 1947 and had been discharging his duties under the control and supervision of the management without any complaint. The claimant submits that he is still on the payroll of the management company and no disciplinary proceedings has ever been initiated against him.

The claimant relies upon the terms of his employment agreement, where a clause "Pilot in Good Standing," states that an employee would be disentitled to normal pay and benefits only in circumstances such as resignation, termination, or disciplinary action. According to him, none of these circumstances are applicable in his case, and therefore, withholding of salary by the management is contrary to the terms of the contract. He submits that despite his continued employment status, the management has arbitrarily withheld his salary and other monetary benefits w.e.f. 11.05.2025 by placing him on indefinite Leave Without Pay (LWP), which has compelled him to invoke the jurisdiction of this Tribunal under Section 33-C(2) of the Act for computation and recovery of his dues.

The claimant further states that upon joining the management, he was required to undergo DGCA-prescribed training for transitioning to Boeing 737 Max aircraft as Pilot in Command (PIC). He asserts that he performed very good during ground, simulator, and line training, and received positive feedback from multiple instructors and examiners, and his performance was never unsatisfactory during this period. Upon completion of training, he was required to undergo ten consecutive PIC

Route Checks (RCs) conducted by DGCA-authorized Designated Examiners. He states that while he performed satisfactorily in the early checks, but during the 10th Route Check conducted on 20.02.2025, he was marked “unsatisfactory” in a biased and deliberate manner by the designated examiner, who, according to him, submitted a false and concocted report.

It is further the case of the claimant that a Training Review Board (TRB) was constituted by the management on 22.02.2025, which recommended that he be allowed to continue PIC upgrade training with additional sessions followed by further route checks, and that he accepted this recommendation. However, the claimant claims that he was subjected to similar unfair treatment earlier in December 2024 by another DE. Consequently, he decided to lodge a complaint as per DGCA procedures and submitted a representation to the management on 14.03.2025 requesting that the matter be forwarded to DGCA. According to the claimant, instead of forwarding the complaint, the management conducted its own internal inquiry though it had no jurisdiction, and exonerated the designated examiner through an unauthorized and biased process.

The claimant states that he objected to the internal inquiry and insisted that the matter be forwarded to DGCA. During a meeting held on 11.04.2025, he was given the option either to accept the DE assessments or to approach DGCA. He stated that he wanted to approach DGCA and informed about it to the management on 14.04.2025, expressing his willingness to abide by the outcome of the DGCA proceedings. He alleges that immediately thereafter, the management became vindictive and responded in a retaliatory matter by placing him on leave without pay vide their email dated 16.04.2025, where the management concluded on their own that the claimant was not available for duties. He avers that he was always available and willing to perform his duties and the reason mentioned by the management is false and unsustainable.

The claimant further submits that he protested against the imposition of LWP and requested that his accrued earned leave be adjusted so that his salary could continue during the interim period. Although the management allegedly agreed to adjust a portion of his earned leave, no effective steps were taken in this regard. He contends that the action of placing him on LWP was penal in nature and directly linked to his decision to approach DGCA. Subsequently, he filed a formal complaint before DGCA on 23.04.2025, which resulted in interim action against the concerned Designated Examiners, whereby they were debarred from exercising examiner privileges. The complaint was eventually disposed of by DGCA on 08.07.2025.

The claimant asserts that as per the management's own communication, the LWP was to continue only till determination of the matter by DGCA; however, even after the DGCA order dated 08.07.2025, the management didn't revoke the LWP and not paid the claimant his wages. He further alleges that his duty roster initially continued to reflect him as available for training, but he was later marked on LWP, and his salary for May and June 2025 was only partially paid. Upon seeking clarification from the HR department, he was informed that the deductions were on account of LWP, which according to him is unjustified.

The claimant further states that despite issuing a legal notice dated 20.06.2025 where he demanded restoration of salary and revocation of LWP, but the management neither consider his demand nor provided any satisfactory explanation. Although certain duties were subsequently assigned to him, the LWP status was not formally revoked, and salary continued to be withheld. He asserts that even after the DGCA proceedings concluded, the management initiated further internal proceedings with the intent of justifying its earlier actions.

It is further his case that the management has acted in a vindictive and retaliatory manner with the sole purpose of penalizing him for exercising his statutory rights, and despite remaining in continuous service without any break, he has been denied his lawful wages from 11.05.2025 onwards. He alleges that the actions of the management amount to breach of employment contract, unfair labour practice, and violation of principles of natural justice. He also contends that exclusivity clause in his employment agreement prevented him from taking any other employment, which worsened his financial hardship.

In view of the aforesaid facts, the seeks directions to the management for payment of salary from 11.05.2025 onwards, quantified at ₹33,81,870/- till September 2025, along with future wages, interest @ 24% per annum, statutory benefits including provident fund contributions, compensation for mental agony amounting to ₹1.5 crore, damages for breach of contract to the tune of Rs. 2.68 crore along with any other appropriate relief.

I have heard the arguments advanced by both parties, and perused the provisions of section 33-C (2) of the Act. Before proceeding further, 33-C-(2) of the Act is required to be reproduced herein:

> ***(2) Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be made under this Act, be decided by such Labour Court as may be specified in this behalf by the appropriate Government; 1 [within a period not exceeding three months:]***
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> ***1 [Provided that where the presiding officer of a Labour Court considers it necessary or expedient so to do, he may, for reasons to be recorded in writing, extend such period by such further period as he may think fit.]***

As per the aforesaid section, if a workman is entitled to receive any monetary benefit or compensation capable of being computed in terms of money, and a dispute arises regarding the due amount, or as to the amount at which such benefit should be computed, then the matter be should be decided by the labour court.

It is noted that no notice was issued to the management, and the claimant was heard on the issue of maintainability of the present application. The present claim petition has been filed under Section 33-C(2) of the Industrial Disputes Act, 1947. It is well settled that proceedings under the said provision are in the nature of execution proceedings, wherein the Tribunal is empowered only to compute money or benefits arising from a pre-existing and established right. The jurisdiction under Section 33-C (2) does not extend to adjudication of of entitlement where the right to monetary relief itself is disputed. In the absence of any settlement, award, or statutory provision under which the claimed amount has already become due, the application is not maintainable.

In the present case, the grievance of the claimant is based on the assertion that he was wrongly and illegally placed on Leave without Pay by the management, and on that basis, he claims wages for the said period. Thus, the entitlement to wages is not an admitted or pre-existing right, but is subjected to the determination as to whether the action of the management in placing the claimant on Leave without Pay was unjustified. Such an issue cannot be decided in proceedings under section 33-C (2) of the Act and requires proper adjudication on merits.

Therefore, before any computation of monetary benefits, it is necessary that the claimant first establishes his entitlement in accordance with law. Entertaining the present claim would involve adjudication of the action of the management on merits, which is beyond the scope of Section 33-C (2) of the Act.

In view of the above, the present application, being devoid of merit, is not maintainable and is accordingly dismissed.

ATUL KUMAR GARG
Dated 14.05.2026 Presiding Officer
CGIT – cum – Labour Court – II