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

Reserved on: 19th September, 2025

Pronounced on: 23rd December, 2025

+ W.P.(C) 4384/2020 & CM APPL. 15780/2020, 11896/2024,
19921/2025, 7939/2025

COL. LAXMI NARAYAN (RETD.) & ORS.Petitioners

Through: Mr. Gautam Swarup, Mr. Ankur Das,
Mr. Rudra Deoshthali, and Ms. Sakshi
Pandey, Advocates.

versus

COAL INDIA LIMITED & ORS.Respondents

Through: Mr. Atma Ram N. S. Nadkarni, Senior
Advocate with Mr. Harsh Parthak, Ms.
Shaveta Mahajan, Mr. Mohit Choubey,
Ms. Deepti Arya Mr. Salvador Santosh
Rebello & Mr. Aditya Nema,
Advocates for Coal India Ltd.
Ms. Radhika Bishwajit Dubey, CGSC
with Ms. Gurleen Kaur Waraich, Mr.
Kritarth Upadhyay, Mr. Vivek Sharma,
Ms. Aprajita Verma, Mr. Mathy Kutty
& Mr. Saksham Sharma, Advocates
along with Mr. Sanjay Pal, GP for
DGR.
Mr. Shashank Dixit, CGSC with Mr.
Kunaj Raj & Ms. Charu Khandelwal,
Advocates for UOI.

+ W.P.(C) 5237/2020& CM APPL. 18873/2020

COL. YASHPAL SINGH SINDHU RETD & ORS.....Petitioners

Through: Mr. Kaushal Yadav, Adv. for
petitioner no.1 and 3



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versus

COAL INDIA LIMITED & ORS.

.....Respondents

Through: Mr. Atma Ram N. S. Nadkarni, Senior Advocate with Mr. Harsh Parthak, Ms. Shaveta Mahajan, Mr. Mohit Choubey, Ms. Deepti Arya Mr. Salvador Santosh Rebello & Mr. Aditya Nema, Advocates for Coal India Ltd.
Ms. Radhika Bishwajit Dubey, CGSC with Ms. Gurleen Kaur Waraich, Mr. Kritarth Upadhyay, Mr. Vivek Sharma, Ms. Aprajita Verma, Mr. Mathy Kutty & Mr. Saksham Sharma, Advocates along with Mr. Sanjay Pal, GP for DGR.

+ W.P.(C) 16002/2022& CM APPL. 11766/2025

COL A. K. ARORA (RETD.) & ORS.

.....Petitioners

Through: Ms. Sonia A. Menon, Advocate.

versus

DIRECTORATE GENERAL
RESETTLEMENT & ANR.

.....Respondents

Through: Ms. Radhika Bishwajit Dubey, CGSC with Ms. Gurleen Kaur Waraich, Mr. Kritarth Upadhyay, Mr. Vivek Sharma, Ms. Aprajita Verma, Mr. Mathy Kutty & Mr. Saksham Sharma, Advocates along with Mr. Sanjay Pal, GP for DGR.

+ W.P.(C) 10136/2025& CM APPL. 42178-80/2025

COL IRSHANJIT SINGH KOHLI RETD

.....Petitioner

Through: Ms. Shweta Bharti, Mr. Shantanu Malik, Mr. Jyoti Kumar Chaudhary,



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Ms. Yashodhara B. Roy, Ms. Darshita
Sethia and Ms. Prakarti Shrivastava,
Advocates.

versus

COAL INDIA LIMITED & ORS.

.....Respondents

Through: Mr. Atma Ram N. S. Nadkarni, Senior
Advocate with Mr. Harsh Parthak, Ms.
Shaveta Mahajan, Mr. Mohit Choubey,
Ms. Deepti Arya Mr. Salvador Santosh
Rebello & Mr. Aditya Nema,
Advocates for Coal India Ltd.
Ms. Radhika Bishwajit Dubey, CGSC
with Ms. Gurleen Kaur Waraich, Mr.
Kritarth Upadhyay, Mr. Vivek Sharma,
Ms. Aprajita Verma, Mr. Mathy Kutty
& Mr. Saksham Sharma, Advocates
along with Mr. Sanjay Pal, GP for
DGR.

+ W.P.(C) 10830/2025& CM APPL. 44782-83/2025

BRIG RETD SANDEEP KALA

.....Petitioner

Through: Mr. Jai Sahai Endlaw, Advocate.

versus

DIRECTORATE GENERAL OF
RESETTLEMENT DGR & ANR.

.....Respondents

Through: Mr. Atma Ram N. S. Nadkarni, Senior
Advocate with Mr. Harsh Parthak, Ms.
Shaveta Mahajan, Mr. Mohit Choubey,
Ms. Deepti Arya Mr. Salvador Santosh
Rebello & Mr. Aditya Nema,
Advocates for Coal India Ltd.
Ms. Radhika Bishwajit Dubey, CGSC
with Ms. Gurleen Kaur Waraich, Mr.
Kritarth Upadhyay, Mr. Vivek Sharma,
Ms. Aprajita Verma, Mr. Mathy Kutty



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& Mr. Saksham Sharma, Advocates
along with Mr. Sanjay Pal, GP for
DGR.

+ W.P.(C) 11005/2025& CM APPL. 45318-19/2025

COL. SAURABH BHARDWAJ (RETD.) & ORS.Petitioners

Through: Mr. Gautam Swarup, Mr. Ankur Das,
Mr. Rudra Deoshthali, and Ms. Sakshi
Pandey, Advocates.

versus

DIRECTORATE GENERAL OF
RESETTLEMENT & ORS.

.....Respondents

Through: Mr. Atma Ram N. S. Nadkarni, Senior
Advocate with Mr. Harsh Parthak, Ms.
Shaveta Mahajan, Mr. Mohit Choubey,
Ms. Deepti Arya Mr. Salvador Santosh
Rebello & Mr. Aditya Nema,
Advocates for Coal India Ltd.
Ms. Radhika Bishwajit Dubey, CGSC
with Ms. Gurleen Kaur Waraich, Mr.
Kritarth Upadhyay, Mr. Vivek Sharma,
Ms. Aprajita Verma, Mr. Mathy Kutty
& Mr. Saksham Sharma, Advocates
along with Mr. Sanjay Pal, GP for
DGR.

+ W.P.(C) 11011/2025& CM APPL. 45358-60/2025

COL NAWAL DUGGAL RETD & ORS.Petitioners

Through: Ms. Shweta Bharti, Mr. Shantanu
Malik, Mr. Jyoti Kumar Chaudhary,
Ms. Yashodhara B. Roy, Ms. Darshita
Sethia and Ms. Prakarti Shrivastava,
Advocates.



versus

COAL INDIA LIMITED & ORS.

.....Respondents

Through: Mr. Atma Ram N. S. Nadkarni, Senior Advocate with Mr. Harsh Parthak, Ms. Shaveta Mahajan, Mr. Mohit Choubey, Ms. Deepti Arya Mr. Salvador Santosh Rebello & Mr. Aditya Nema, Advocates for Coal India Ltd.
Ms. Radhika Bishwajit Dubey, CGSC with Ms. Gurleen Kaur Waraich, Mr. Kritarth Upadhyay, Mr. Vivek Sharma, Ms. Aprajita Verma, Mr. Mathy Kutty & Mr. Saksham Sharma, Advocates along with Mr. Sanjay Pal, GP for DGR.
Mr. Ripudaman Bhardwaj, CGSC with Mr. Kushagra Kumar and Mr. Amit Kumar Rana, Advocates for UOI.
Mr. Vedansh Anand, GP for UOI.

+ W.P.(C) 11676/2025& CM APPL. 47764-65/2025

COL RAVI TUTEJA & ORS.

.....Petitioners

Through: Mr. Gautam Swarup, Mr. Ankur Das, Mr. Rudra Deoshthali, and Ms. Sakshi Pandey, Advocates.

versus

DIRECTORATE GENERAL OF
RESETTLEMENT & ORS.

.....Respondents

Through: Mr. Atma Ram N. S. Nadkarni, Senior Advocate with Mr. Harsh Parthak, Ms. Shaveta Mahajan, Mr. Mohit Choubey, Ms. Deepti Arya Mr. Salvador Santosh Rebello & Mr. Aditya Nema, Advocates for Coal India Ltd.
Ms. Radhika Bishwajit Dubey, CGSC with Ms. Gurleen Kaur Waraich, Mr.



Kritarth Upadhyay, Mr. Vivek Sharma, Ms. Aprajita Verma, Mr. Mathy Kutty & Mr. Saksham Sharma, Advocates along with Mr. Sanjay Pal, GP for DGR.

Mr. Premtosh K. Mishra, CGSC with Mr. Sarthak Anand and Mr. Prarabdh Tiwari, Advocates.

CORAM:

HON'BLE MR. JUSTICE AMIT SHARMA

JUDGMENT

AMIT SHARMA, J.

1. The present batch of writ petitions have been filed under Article 226 of the Constitution of India, aggrieved by the unilateral rescindment by the Coal India Limited (for short “CIL”) from the Memorandum of understanding (for short “MoU”) dated 12.12.2013 *vide* communication dated 26.06.2020 and 30.06.2020. These petitions seek direction for allocation of coal transportation work under ‘Coal Loading and Transportation Scheme’ (for short “**Coal Scheme**”).

2. Since the issues arising in the present batch of writ petitions are identical and grievance raised by the petitioners are similar, all petitions have been heard together and are as such being disposed of by way of this common judgment. W.P.(C) 4384/2020 titled as “**Col. Laxmi Narayan (Retd.) & Ors. v. Coal India Limited & Ors.**”, is treated as the lead matter for the purposes of adjudication of the present batch of writ petitions.



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3. The present petition under Article 226 read with Article 227 of the Constitution of India, 1950 has been filed seeking following prayers:-

- “i. Issue a Writ of Certiorari, or any other Writ/Order/Direction in the nature thereof quashing the Impugned Letters dated 26.06.2020 and 30.06.2020 and any unilateral action by Respondent No.1 to discontinue the Scheme;
- ii. Issue of Writ of Mandamus directing the Respondents to implement and give effect to the object and purpose of the Scheme, and making allocation of coal transportation work to ESMs in waiting for the Calendar Year 2020.
- iii. Issue a Writ of Mandamus directing the Respondents to make a minimum allocation of 32% of coal transportation work of Respondent No. 1, on the basis of past practice, to ESM Cos. and Eligible Persons under the Scheme;
- iv. Issue a Writ of Mandamus directing the Respondents to disclose and make available the policy basis of allocation of coal transportation work to various classes of persons, i.e. ESM Cos., Civilian contractors, Project Affected Persons;
- v. Issue a Writ of Mandamus directing the Respondents, that in the absence of any policy for allocation of coal transportation of work to various classes of persons, such policy be formulated expeditiously by giving proper consideration to the rights of the Petitioners under the Scheme;
- vi. Issue a Writ of Mandamus directing Respondent No.1 to make further allocations for the present Year 2020 to ESMs. in waiting, in priority to other classes of persons;
- vii. Issue a Writ of Mandamus directing that the eligibility of all persons reaching the age of sixty (60) I sixty-two 62 years, as applicable, shall be extended by one year, or for any other period deemed appropriate by this Hon'ble Court so as to avail the benefits and opportunities of re-settlement and rehabilitation under the Scheme;
- viii. Issue a Writ of Mandamus directing the Respondents to take immediate and expeditious steps towards execution of the revised MoU giving effect to the Scheme;
- ix. Award the costs of the present Petition in favour of the Petitioners and against the Respondents;
- x. Grant any such further reliefs and/or pass any such further orders in



favour of the Petitioners and against the Respondents as this Hon'ble Court may deem fit and proper in the present facts and circumstances;”

4. Relevant facts as per the petitioners herein are as follows:-

i) The petitioners are Ex-Servicemen (for short “**ESM**”), who are beneficiaries of the Coal Scheme. The said Scheme provides for re-employment and rehabilitation of ESM, War Widows, Dependents of War Veterans and disabled ESM (and their Widows) (for short “**Eligible Persons**”), by ensuring allocation of coal transportation work for the respondent no. 1/ CIL and its subsidiaries on an ongoing basis. However, the discretion to allocate work under the Coal Scheme vests wholly with the respondent no. 1. For availing the benefits under the Coal Scheme, the Eligible Persons are required to register themselves with the respondent no. 2/ Director General Resettlement (for short “**DGR**”). As a result of such registration, the Eligible Persons are deemed to be ineligible for registering with other employment/ rehabilitation schemes operated under the aegis of the respondent no. 2 and also for rehabilitation and resettlement ‘Training Courses’ in Business Management offered by the respondent no. 2.

ii) Respondent no. 1 is a state owned Public Sector Undertaking, having seven subsidiary companies - Eastern Coalfields Limited, Bharat Coking Coal Limited, Central Coalfields Limited, Western Coalfields Limited, South Eastern Coalfields Limited, Northern Coalfields Limited and Mahanadi Coalfields Limited (for short “**CIL Subsidiaries**”).



iii) Respondent no. 2 is an entity acting under the Department of Ex-Servicemen Welfare, Ministry of Defence, and has an overall responsibility of implementing the schemes/ policies of Department of Ex-Servicemen Welfare. The main thrust of respondent no. 2 is resettlement, rehabilitation and welfare of Entitled Persons.

iv) Respondent no. 3 is responsible for *inter alia* all matters relating to production, supply, distribution and prices of coal. It controls respondent no. 1 as its 100% shareholder and also holds two seats in its Board as Independent Directors. Further, it also maintains an oversight over the conduct and actions of respondent no. 1 and its functionaries.

v) The Coal Scheme was formulated by the erstwhile Ministry of Energy (now Ministry of Coal) and Ministry of Defence in 1979, to raise ESM Coal Transportation Companies (for short “**ESM Cos.**”), with dual objectives i.e. (a) to provide resettlement opportunities to ESM and (b) to have union free captive transport organization in the CIL Subsidiaries.

vi) The Coal Scheme is administered by way of an MoU, between the respondent no. 1 and 2. The first MoU was executed on 08.04.1993, which was later superseded on 16.04.1999 and then on 12.12.2013. Later, in order to give effect to the MoU, respondent no. 2 issued ‘Guidelines on Formation and Running of Ex-Servicemen Coal Transport Companies’ (for short “**Guidelines**”). Subsequently, upon expiry of five years of execution of MoU dated 12.12.2013, the Coal Scheme was extended in terms of the said MoU *vide* letter dated 10.12.2018 issued by the respondent no. 1, until execution of a new MoU.



vii) It is the case of the petitioner that in 1979, Eligible Persons and ESM Cos. constituted to be the 100% of coal transportation service providers to the respondent no. 1. However, now the petitioners registered under the Coal Scheme in the year 2016, are yet to receive the benefit under the Coal Scheme.

viii) *Vide* letter dated 02.04.2020, while refusing to extend the tenure of one ESM Company (M/s Triton Facilitators and Logistics Pvt. Ltd.), it was communicated by one of the CIL Subsidiaries *vide* 129th meeting of the CMDs of CIL Subsidiaries dated 05.03.2020 that respondent no. 1 has taken a decision that extension of tenure is not mandatory.

ix) Subsequently, in March 2020, one of the CIL Subsidiaries i.e. Mahanadi Coalfields Limited made allocations for coal loading and transportation work to civilian contractors and Project Affected Persons Co-operatives (for short “**PAPs**”) only and totally neglected in allocating any work to the ESM Cos.

x) The petitioners *vide* representation dated 12.06.2020 and 21.06.2020 to the respondent no. 2 and the Defence minister respectively, sought for equitable allocation of work to ESM Cos. on the ground that ESM Cos. are far more profitable and commercially efficient for transportation of coal when compared to the civilian contractors. However, the said representation went in vain.



xi) Thereafter, respondent no. 1 refused to extend the contracts of five ESM Cos.. Moreover, *vide* letter dated 26.06.2020 and 30.06.2020 (for short “**Impugned Letters**”), respondent no. 1 communicated to the respondent no. 2 that it has approved the Transition plan for coal transportation work from ESM Cos. to civilian contractors, no further request for new contracts/ extension of running contracts for ESM Cos. shall be given from any CIL Subsidiaries on the basis of MoU dated 12.12.2013 and that the respondent no.1 shall exit from MoU dated 12.12.2013 on completion of running ESM contracts.

xii) Hence, the present petition has been preferred assailing the Impugned Letters dated 26.06.2020 and 30.06.2020.

xiii) The learned Single Judge of this Court *vide* interim order dated 21.07.2020 directed that the petitioners seniority and eligibility shall be maintained during the pendency of the present petition.

5. Learned counsel for the petitioners, made following submissions in support of the present petition: -

i) The respondent no. 1 failed to implement the Coal Scheme and sufficiently accommodate ESMs registered, with the effect that from 2018 onwards, virtually no allotments were made to such veterans.

ii) Having registered under the Coal Scheme, the petitioners were deemed to be ineligible for other employment/ rehabilitation schemes operated under the aegis of the respondent no. 2. Thus, on one hand, no re-employment of



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petitioner took place under the Coal Scheme and on the other hand, the petitioner lost their seniority and time in applying for other various re-employment opportunities available.

Breach of Doctrine of Promissory Estoppel

iii) The respondents through formulation and implementation of the Coal Scheme, periodical executions of the MoUs and allocation of coal transportation work to ESM Cos., represented to the petitioners the availability of benefits under the Coal Scheme. In lieu of such representation, the petitioners registered themselves under the Coal Scheme and consequently, were rendered ineligible to register under other similar schemes of re-employment and resettlement offered by the respondent no. 2. Therefore, there has been a direct loss caused to the petitioners.

iv) As a result of petitioners' upcoming age of superannuation, they are due to be ineligible even to the benefits of the Coal Scheme, even though they have received no rehabilitation.

v) Thus, any deviation on part of the respondents in terms of the existing Coal Scheme and rescindment from the MoU, would be in violation of the well-established doctrine of promissory estoppel as well as cause grave injustice and irreparable loss to the petitioners.

Respondent No. 1's action are ex-facie arbitrary

vi) The respondent no. 1 have acted in a wholly arbitrary and unreasonable manner, by issuing the Impugned Letters, unilaterally and without according



any opportunity of hearing to the petitioners.

vii) Following material on record evidently shows that the respondents were extremely satisfied with the high level of performance of ESM Cos. and indicated their commitment to increase the allocation of coal transportation work made to ESM Cos:-

- a. Parliamentary Report of the High-Level Committee dated 27.10.1984 recommended increasing allocations to ESM Cos. and since the allocations were happening in an *ad hoc* manner, to further institutionalize/codify the implementation of the Coal Scheme.
- b. In 2015, Mahanadi Coalfields Ltd. stated that the allocations of coal transportation work to ESM Cos. should be almost one-third of its total transportation work.
- c. In 2018, respondent no. 1 had advised its subsidiary companies to employ the services of the ESM Cos. whenever feasible. The same was also recorded in the 2015 Report of CAG. Further, the said report also raised the issue of non-revision and non-escalation of rates for ESM Cos.

viii) The 'irregularities' in the functioning of some ESM Cos. pointed out by the respondent no. 1, as a basis for termination of the Coal Scheme, cannot be a ground for denial of benefits of the said Scheme to the others, including the petitioners. In fact, the Coal Scheme under MoU, 2013 itself provides for the penalties and consequences in case of such irregularities.



Breach of Doctrine of Legitimate Expectation

ix) The Coal Scheme has been in continuous operation for around 40 years and ESMs have been continuously gaining out benefits from such scheme. The periodical execution of the MoUs between respondents no. 1 and 2, exchange of various communications between respondents no. 1 and 2, and communications between respondent no. 2 and CIL Subsidiaries, highlight that there is a promise by the respondents along with a regular and consistent practice of the ESMs enjoying the benefits of the Coal Scheme. Thus, the Coal Scheme and its benefits were legitimately and reasonably expected by the petitioners to continue.

x) After the passing of the interim order dated 21.07.2020, respondent no. 2 *vide* letter dated 20.06.2022 took a position that the seniority/ eligibility of the wait-listed ESM officers will be frozen till the final resolution of the instant case, while responding to the inquires made about the status of the Coal Scheme by other waitlisted officers. Therefore, respondent no. 2 has not only taken this stand in case of the instant petitioners but had also reiterated the aforesaid as a general observation to the other waitlisted officers of the Coal Scheme and a legitimate expectation was made in the eyes of the petitioners that they would be benefited under the Coal Scheme.

xi) Reliance for such legitimate expectation can be placed upon the Hon'ble Supreme Court Judgments in *Madras City Wine Merchants'*



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*Association and Another v. State of T.N. and Another*¹, *Food Corporation of India v. M/s Kamdhenu Cattle Feed Industries*² and *Shiba Prasad Roy and Ors. v. State of West Bengal and Ors.*³, where, under identical circumstances the Hon'ble Supreme Court quashed the State action withholding the benefits under such Schemes.

Respondent no.1 not competent to terminate the Coal Scheme

xii) The Coal Scheme was brought out by the erstwhile Ministry of Energy (now Ministry of Coal- respondent no. 3) and the Ministry of Defence in the year 1979. Respondent no. 1 was not a formulating party to the Coal Scheme and thus, it did not possess any requisite competence to terminate the same unilaterally *de hors* any consultation/ recommendation of the respondent no. 2 or 3.

xiii) Para 22 of the MoU, 2013 which provides for “*Amendment, supplement and addendum to the MoU can be issued when mutually agreed*”, clearly demonstrate that Impugned Letters by the respondent no. 1 unilaterally and without any agreement with respondent no. 2, is contrary to the express wordings of the binding MoU, 2013. Thus, the respondent no. 1 lacks the competence to issue the Impugned Letters and thereby exit the said MoU and terminate the Coal Scheme unilaterally.

¹ (1994) 5 SCC 509

² (1993) 1 SCC 71

³ (2015) 4 Cal LT 507



Performance of ESM Cos. versus civilian contractors

xiv) ESM Cos. are more efficient than their counter parts as they provide captive transport and equipment. The ESM tippers work in a geo-fencing area with a GPS system installed and enabled in each such tipper safeguarding it from being taken out of the mine jurisdiction area without prior and proper approval of the concerned authorities. However, civilian/PAP tipper are not captive and thus, may be replaced by any other tipper(s) at any point of time.

xv) Surface Miner Performance Analysis Report (2019-20) of Mahanadi Coalfields Limited, reveals that the total performance of ESM Cos. for the year 2019-20 has been 116% of the awarded tonnage, as opposed to 65.60% and 50.70% delivered by departmental and other contractors respectively.

xvi) According to the data and information available in public domain, analysis of data in relation to the performance of ESM Cos. *qua* production and maintenance of equipment reveals the performance percentage of 85%, while the similar analysis in relation to data from civilian contractors discloses a performance percentage of less than 50%. Similarly, rate analysis of ESM Cos. versus civilian service providers, when adjusted for higher efficiency and production rates achieved, establishes an effective rate of Rs.41.15/te for ESM Cos. versus a much higher rate of Rs.80.94/te for civilian companies. Thus, ESM Cos. are more profitable and commercially efficient for transportation of coal.



6. Refuting the submissions made on behalf of the petitioners, learned Senior Counsel for the respondent no. 1/ CIL made the following submissions:-

Impugned Letters issued in the course of policy decision

- i) The decision taken to not continue or rather phase out the extraordinary special treatment to the petitioners, is based on the economic/ fiscal measures and after considering all materials. Such a decision is purely in the executive domain and respondent no. 1 has greater latitude, when it is operating in the field of economics and commerce to take such a decision in the interest of the public sector undertaking (Coal India Limited) and also, so as to sub-serve the greater public interest. Such policy decision in the realm of economic considerations are not amenable under the Writ Jurisdiction of this Court.
- ii) It was decided that the ESM contractual mode would not be operative for any future coal transportation needs, though the existing ongoing ESM contracts would be left undisturbed. The said decision was not a rushed or hastily taken decision but it was taken after much deliberation, consideration of events over the past few years and after taking a review.
- iii) The right to enter into a contract also includes the right not to enter into a contract. Such commercial decisions, are taken after having regard to the commercial interest and procurement policy of the respondent no. 1, keeping in view the efficacy of the contracting mechanism.

MoU doesn't guarantee a certain share of coal transportation job



iii) MoU between the respondent no. 2 and respondent no. 1 doesn't guarantee any particular volume of the total coal transportation job to the ESM Cos., to be awarded on preferential basis. The said MoU only talks about formation of ESM Cos., operationalisation of the contract, execution of the job, minimum number of ESM employees, kind of machines deployed etc.

iv) There had never been any promise or volumetric guarantee in the MoU to award a certain percentage or share of Coal transportation job. *Per contra*, the MoU and its amendment state that even the renewal of existing ESM contracts are to be considered only if “*the coal subsidiary certifies requirement and adequate work is available*”.

No enforceable right available to the petitioners

v) The petitioners cannot claim to be engaged by the respondent no. 1 as a matter of right, since there is no legitimate expectation given to the petitioners under any statute or policy. There was merely an understanding reached between the respondent no. 1 and respondent no. 2 for engaging the ESM only if requirement is raised by the CIL Subsidiaries. The petitioners have equated their expectations with the anticipation whereas for legal purposes, the expectation cannot be the same as anticipation. A pious hope even leading to a moral obligation cannot amount to a legitimate expectation. The legitimacy of an expectation can be inferred only if it is founded on the sanction of law or custom. Every such legitimate expectation does not by itself fructify into a right and therefore it does not amount to a right in the conventional sense.



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vi) There is no promise held out to the petitioners nor any representation nor any right flowing from any statute or government order which mandates the respondent no. 1 to enter into a transportation contract with the petitioners. Therefore, there is no enforceable statutory right or any other right available to the petitioners to maintain the present Writ Petition before this Court. That being so, the respondent no. 1 cannot be foisted upon with the ESM contracts as is sought to be done by the petitioners. Reliance is placed upon *Ayaaubkhan Noorkhan Pathan v. State of Maharashtra*⁴, wherein it was observed that:-

“9. It is a settled legal proposition that a stranger cannot be permitted to meddle in any proceeding, unless he satisfies the authority/court, that he falls within the category of aggrieved persons. Only a person who has suffered, or suffers from legal injury can challenge the act/action/order, etc. in a court of law. A writ petition under Article 226 of the Constitution is maintainable either for the purpose of enforcing a statutory or legal right, or when there is a complaint by the appellant that there has been a breach of statutory duty on the part of the authorities. Therefore, there must be a judicially enforceable right available for enforcement, on the basis of which writ jurisdiction is resorted to. The Court can, of course, enforce the performance of a statutory duty by a public body, using its writ jurisdiction at the behest of a person, provided that such person satisfies the Court that he has a legal right to insist on such performance. The existence of such right is a condition precedent for invoking the writ jurisdiction of the courts. It is implicit in the exercise of such extraordinary jurisdiction that the relief prayed for must be one to enforce a legal right. In fact, the existence of such right, is the foundation of the exercise of the said jurisdiction by the Court. The legal right that can be enforced must ordinarily be the right of the appellant himself, who complains of infraction of such right and approaches the Court for relief as regards the same.”

vii) The petitioners are guilty of ‘*suggestio falsi*’ and ‘*suppresio veri*’ in as much as the petitioners claim a right to have a complete monopoly over 100%

⁴ (2013) 4 SCC 465



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work of the transportation system. Out of 7 subsidiaries, ESM Cos. were awarded the work by departing from the normal mandatory rule of tender/auction in only 3 of the subsidiaries, which is in line with the provisions of the MoU i.e. based on the requirement of CIL Subsidiaries. Indeed, the majority work is undertaken by civilian contractors, who are sourced through open tenders in accordance with the mandate of Article 14 of the Constitution of India.

viii) It is a well settled principle of contractual jurisprudence that once a contract expires due to efflux of time, no party to the contract can claim a right to an extended tenure without the other party's consent. In spite of this fact, the ESM Cos. has frequently resorted to litigation before various Courts demanding extension after expiry of their original contract and respondent no. 1 has been sustaining such protracted litigations.

ix) Any extension/renewal of the contract for another term of four years is not mandatory and fully in the discretion of CIL Subsidiaries provided the requirement exists, adequate work is available and ESM Cos. had not violated any terms and conditions. Notably, the renewal of the contract is not mandatory even if the performance of the ESM Cos. is satisfactory.

Maintainability

x) The present petition challenging economic decision of the respondent no. 1 is not maintainable since Judicial review is not concerned with the matters of economic policy. Reliance for the same, can be placed upon the Judgment of the Hon'ble Supreme Court in *Prag Ice & Oil Mills v. Union of*



India⁵, wherein, it was observed:-

“24. ...We do not think that it is the function of this Court or of any Court to sit in judgment over such matters of economic policy as must necessarily be left to the Government of the day to decide. ...”

Further, in **Heinz India (P) Ltd. v. State of U.P.**⁶, it was observed that the Court does not substitute its judgment for that of the legislature or its agents, as to matters within the province of either. Moreover, economic matter are extremely complicated and the same entails special treatment for distinct social phenomena. Therefore, the State and its companies must be left with wide latitude in implementing economic measures and the Court should not encroach in this field unless compelled by any statute or the Constitution. It is well settled that in the areas of economics and commerce that there is far greater latitude available to the executive than in other matters. It was observed in the **Bajaj Hindustan Ltd. v. Sir Shadi Lal Enterprises Ltd.**⁷ that the Court cannot sit in judgment over the wisdom of the policy of the legislature or the executive.

xi) It was observed in **Krishnan Kakkanth vs State of Kerala**⁸ that it is not the domain of the Court to embark upon public policy in an exercise to consider as to whether a particular public policy is wise or a better public policy could be evolved. Moreover, reliance can also be placed upon **State of Madhya Pradesh vs Narmada Bachao Andolan**⁹, wherein it was also observed that the wisdom and advisability of the policies are ordinarily not

⁵ (1978) 3 SCC 459

⁶ (2012) 5 SCC 443

⁷ (2011) 1 SCC 640

⁸ AIR 1997 SC 128

⁹ (2011) 7 SCC 639



amenable to judicial review.

xii) None of the petitioner have disclosed their *locus* or cause of action for challenging the Impugned letters. Instant petition is a sponsored petition on behalf of other ESM Cos. Those who do not want to come ahead for challenging the same. The petitioners has no legal leg for a justifiable claim to stand on, since petitioners are not directly attached with the respondent no.1 or its subsidiaries. It is only on the basis of requirement raised by the respondent no.1 or its subsidiaries with the respondent no. 2, that ESMs are recommended for engagements. It is well settled principle of law that a fanciful or sentimental grievance may not be sufficient to confer a *locus standi* to sue upon the individual. There must be *injuria* or a legal grievance which can be appreciated and not a *stat pro ratione voluntas reasons* i.e. a claim devoid of reasons.

Competitive bidding

xiii) The respondent no. 1 pursuant to entering into an MoU with the respondent no. 2 had awarded coal transportation contracts to ESM Cos. without following the competitive tendering route, which had adverse financial implication (ESM rates are significantly higher than coal transportation rates discovered through the usual competitive bidding mechanism). However, as per the Transition plan, respondent no. 1 *vide* Impugned Letters had decided to exit from the MoU dated 12.12.2013 on completion of running ESM contracts. In lieu of which neither further revision of MoU was required nor any further request for new contracts/ extension of running contracts for ESM Cos. would have been given to any of



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the CIL Subsidiaries. This brought a level of playing field wherein every person is eligible to bid and be awarded the tender for coal transportation at a lesser cost, resulting in increased production and profitability which is utmost priority of the respondent no. 1 to remain relevant in the world.

xiv) The reason for following competitive tendering route for award of coal transportation contracts were:-

- a) In *Nagar Nigam Meerut vs Al Faheem Meat Export Pvt. Ltd. & Ors*¹⁰ and various other judgments it has been held that the State and its instrumentalities must not award contracts, permits, licenses in a whimsical or irrational manner and should follow modes like tendering or auctioning that offer equal opportunity to all deserving entities thereby ensuring maximum public/bidder participation.
- b) Competitive bidding through open tendering ensures that government procure its materials or services with minimum cost.

ESM Cos. defeating the objective

xv) MoU lays down a minimum level of employment of Ex-Army personnel i.e. 75% of the total regular employee. However, the ESM Cos. have been violating the said condition. Instead of ensuring 75% of their workforce coming from Ex-Army personnel category, these companies routinely outsource the bulk of the transportation job to local sources. According to a review, it has been observed that the ESM employment level by ESM Cos. have been a dismal 23% instead of the mandated 75%. Thus the very purpose of awarding coal transportation contracts to these ESM Cos.

¹⁰ (2006) 13 SCC 382



through preferential non-competitive higher rate is defeated. Moreover, serious irregularities have been found in the workings of ESM Cos. by different investigating agencies like CBI, CAG and Vigilance Units of the CIL Subsidiaries.

xvi) MoU had a second objective which was to provide Union-free transport in CIL Subsidiaries. Such a need arises, when strike/ disruption of work is caused by unionized labour. However, it has been observed that the ESM Cos. had never come up for work allotted to them during strikes and their employees had even participated in such strikes. This resulted in loss of production and profitability of the respondent no. 1 and its subsidiaries. Thus, even the said second objective had also been defeated because of bulk employees being recruited by the ESM Cos. from labour force only and not from Ex-Army category.

Irregularities in working of petitioner

xvii) Since neither of the two objectives behind such preferential ESM Contracting mechanism was being achieved, the respondent no. 1 have been reviewing the need for it. During such reviewing glaring irregularities by ESM Cos. through abuse of their preferential contracting system had been found and the same, had been intimated to the respondent no. 2, but it went in vain. With regard to the irregularities found in the working of ESM Cos., it significant to mention the following:-

- a) In a review meeting dated 06.09.2005 between the Minister of Defense and MoS (Coal). The Defence Minister while suggesting the system of allocating work to ESM Cos. to continue mentioned that



“Misuse of facilities to the ESM Companies by benami operators should be identified”. Further, MoS (Coal) while praising the dedicated and non-unionized service of ESM Cos. pointed out that large number of complaints from various quarters including Members of Parliament have been received. At present, out of the total business of coal transportation, ESM Cos. have a share of 50%. The rates of ESM Cos. are 15-20% higher than the rates of civilian contracts. Thus, in order to bring competition and efficiency in transport operations of the respondent no. 1, MoS (Coal) suggested that the ESM Cos. should also participate in tendering process.

b) In a meeting dated 14.12.2006, between the respondent no. 1 and respondent no. 2 at New Delhi, wherein the ESM contracting mechanism was being reviewed. The Chairman stated that:

- “(i) After welcoming officers from DGR. Chairman expressed his concern over the fact that some ESM companies have digressed from their mission of welfare. ESM companies, set up initially for the ex- service men and their family, appears to have substantially deviated from the norm of employing 75% ex-army men and on ground hardly any Ex-Army men are available.
- (ii) In some places it is felt that the same ESM Companies are working with a different name even after expiry of their term.
- (iii) Some ESM companies have grown so big that they do not hesitate to hold the company at stake in some of their strongholds. The benefit of setting up ESM Company is not being passed on to the needy, instead, wealthy ESM companies are growing wealthier and using their clout to dictate terms to the company.
- (iv) The above examples indicate inclination of ESM companies towards business motive only that defeats the very purpose of welfare to the Ex-Army community for which they were given preferences,
- (v) Some of the ESM companies have gone to the court and halted company’s operation thereby affecting the production



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and difficulty in meeting target. This have created a lot of embarrassment especially given the fact that ESM companies are given preferential normative rates which are much higher than the rates received through tender route. This has also attracted the attention of parliamentarians. Pressure has started building up and it is now time to bring some rationality.

(vi) DGR shall take steps for Institutional strengthening and introduce a system of comprehensive audit as to whether ESM companies are obeying the terms or not.”

c) Minutes of Meeting held at New Delhi between the Central Vigilance Commission, respondent no. 1 and respondent no. 2 included the following:

“ ...However, in recent past there have been several representations and complaints relating to the functioning of ESM transportation companies received by CIL. Chairman, CIL also explained that it is not possible for CIL to verify bonafide of ESM companies and the responsibility has to be exclusively taken by DGR. Vigilance Commissioner, while appreciating services of ESM transportation companies in CIL said that larger number of complaints from various quarters have been received relating to functioning of ESM companies. These complaints basically point out that ESM companies have gradually lapsed into the control of private individuals, also there is theft of coal during transportation and non-payment of CMPF to the employees of ESM transportation companies. Vigilance Commissioner requested DGR to submit details of number of actual ex-servicemen benefitted by this scheme”

xviii) According to Clause 9 of the MoU dated 12.12.2013, normative rates to be paid to the ESM Cos. had to be worked out by a professional consultancy firm nominated and approved by the respondent no. 1 Board and views of respondent no. 2 had to be taken by the respondent no. 1 while finalizing such normative rates. In compliance of the same, the said work was allotted to IIT Kharagpur and revised rate were submitted by them on 14.07.2019. On 10.09.2019, IIT Report was forwarded to the respondent no. 2 for their views



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before obtaining approval of respondent no. 1 Board. Subsequently, a meeting was held on 14.11.2019 between respondent no. 2 and respondent no. 1, in presence of the representatives of IIT Kharagpur in which it was confirmed by the respondent no. 1 that the views and suggestion of respondent no.1 have already been incorporated in the Draft Report. Notably, IIT report never advised respondent no. 1 to engage ESM Cos. in all its subsidiaries. Thereafter, more than six months passed and in spite of nine reminders, no action has been taken by respondent no. 2 to resolve this critical issue. In view of the same, huge amount of provisional payment is being made to the ESM Cos. against the work done for the period of about two years which is subject to adjustment on finalization of rate.

xix) In December 2018, due to delay in response from respondent no. 2 and without finding any other remedies to continue the ESM Contracts, respondent no.1 agreed to continue with the ongoing MoU, till the new one comes into force with the consent of respondent no. 2. Notably, even after the issuance of the Impugned Letter dated 30.06.2020, stating no requirement for revision of MoU, respondent no. 2 did not respond to the request of respondent no. 1 regarding finalization of MoU.

7. Learned counsel for the respondent no. 2/ DGR has made the following submissions: -

Maintainability

i) Instant petition arises out of a policy matter and thus, it does not come within purview of the Writ Jurisdiction of this Court. Moreover, the claim of the petitioners under the Doctrine of Legitimate Expectation do not hold



good, as such expectations must yield to cornerstone of policy frameworks and the Coal Scheme is just a welfare measure, which isn't mandatory of any ESM to avail. Therefore the petitioners do not have any vested right to demand inclusion in the Coal Scheme or seek specific benefits thereunder.

DGR scheme

ii) Respondent no. 2 facilitates resettlement of ESM through various resettlement schemes and upskilling programs, providing employment avenues due to their early retirement from service. The salient features of such schemes are as follows:

- a) An individual can avail only one scheme from the respondent no. 2.
- b) Schemes are voluntary in nature and ESM register as per their requirement, subject to eligibility criteria.
- c) It is not guaranteed that all registered individuals will receive the benefits Scheme as the waiting period for all schemes is different and officers register in these schemes at different intervals after their retirement. Officers who become overage while being in the waiting list are removed from the waiting list as a matter of policy.

Cessation of Coal Scheme

iii) Pursuant to Impugned letter dated 30.06.2020, the respondent no. 2 halted new registration of the officers under the Coal Scheme to the immediate effect. Subsequently, *vide* letter dated 15.07.2020, officers in the waiting list were given an opportunity to shift to other Schemes without seniority or age relaxation or any other benefit on registration.



iv) The decision to shift the officers in the waiting list to other Schemes, was transparently communicated to the ESMs individually and displayed on the respondent no. 2 website for a considerable period, enabling 138 ESM to opt for other Schemes of respondent no. 2.

Age eligibility criterion

v) Age eligibility criterion merely prescribes the eligibility conditions for participation in a welfare program, ensuring fairness and consistency in resettlement policies and the same doesn't amount to an infringement of fundamental rights under Article 21 of the Constitution of India.

vi) Claim of the petitioner to protect seniority and relax age eligibility is untenable due to the following:-

a) The wait-listed officers in the Coal Scheme were given an option to shift to other running Schemes immediately on intimation by the respondent no. 1 that no further requisitions will be made for ESM Cos.

b) Guidelines promulgated by the respondent no. 2, applicable in 2020, clearly stated that the age criteria for the Coal Scheme was 60 years for officers upto the rank to Brigadier and equivalent and 62 years for the ranks of Maj General, above and equivalent officers. The officers who voluntarily opted for continuation in the wait-list of the Coal Scheme, even after being intimated that no new ESM Cos. will be requisitioned, were aware of the age eligibility criteria and did so on their own volition.



- c) Between 2011 and 2020 a total of 652 Officers registered for the Coal Scheme but only 222 were sponsored as per the requisition of ESM Cos. by CIL Subsidiaries. Rest of the 430 Officers either opted for other Schemes or got overage while being in the waiting list and were removed from the waiting list. No such Officer was given age relaxation by respondent no. 2.
- d) After, 30.06.2020, the Officers who shifted to other Schemes from the Coal Scheme, were not given any benefit of age relaxation or seniority. Hence, no age relaxation can be given to the officers who opted to stay in the waiting list of the Coal Scheme and became overage in due course.
- e) The issue of the wait-listed officers needs to be viewed holistically for all Schemes of the respondent no. 2 and not confined to the Coal Scheme. There is already a long waiting list of 1262 age eligible officers in the Security Agency Scheme and 161 officers in the CNG scheme of the respondent no. 2, who have the option to shift to the Coal Scheme in case of its revival, thus reducing the waiting list in other schemes.
- f) Age criteria is a basic eligibility criteria and sanctity of all schemes of the respondent no. 2. Granting age relaxation in the Coal Scheme will lead to disqualification of age eligible officers and the same will lead to further such litigations seeking age relaxation.



vii) Following is the data with respect to the officers registrations in the Coal Scheme:-

S.No.	Particulars	No. of Officers
1.	Officers registered from 01.01.2011 to 30.06.2020	652
2.	Officers allotted the sponsorship in last 10 years	222
3.	Average sponsorship	22 officers/ year (4 to 5 Companies)
4.	Waiting list as on 30.06.2020	361
5.	Officers who shifted to other schemes	138
6.	Present waiting list	223
7.	Overage officers in the waiting list	158
8.	Eligible officers as of today	65

viii) As per the aforementioned data, average sponsorship in an year is about 22 officers per year. Therefore, to accommodate 158 overage officers, it may take about 7 years. During this period the officers who are eligible in the age criteria will become overage and the same will result into further litigations.

ix) Reliance is placed on following data to show that the officers who naturally cross the eligibility age while awaiting sponsorship from the respondent no. 2 are consequently removed from the waiting list.

	2022		2023		2024	
	Overage	Availed	Overage	Availed	Overage	Availed
Security Agency Scheme	39	995	60	1171	70	651
CNG Scheme	06	26	13	55	12	10

Revival of the MoU and consequences of granting ante-dated seniority



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x) Permitting age relaxation to the petitioners will disrupt the structured resettlement policies, creating an unsustainable precedent for age relaxation across all respondent no. 2 Schemes and in that case, the respondent no. 2 will not be in a position to continue with the MoU.

xi) The seniority of those originally registered under the respondent no. 2 Schemes would be unfairly impacted by granting ante-dated seniority to the petitioners, potentially depriving them of benefits due to the age limit of 60 years for availing scheme benefits. It would result into the following:-

a) Permanent loss of employment opportunities to the eligible officers and the originally wait listed officers in the other welfare schemes, who are still age eligible.

b) Increased burden on other resettlement Schemes, potentially leading to longer wait times.

c) Disruption of structured resettlement policies, making future negotiations with corporate entities difficult.

d) The ESMs were given an option to shift to other Schemes, but they voluntarily chose to continue. Therefore, they cannot seek benefit as that would prejudice others who complied with the established rules.

e) The petitioners have no overriding rights over other ESM who are also waiting for their turn. The ESM who are in the waiting list have also given their youth and have tirelessly served the nation by defending its territorial integrity and sovereignty.

f) The ESMs who chose to shift to other Schemes, will approach this Court, seeking ante-dated seniority.

g) Such relaxation would lead to additional litigation and compromise the



objectives of these welfare measures.

h) The respondent no. 2 will not be in a position to continue with the revised MoU, in case any age relaxation for seniority is granted to the petitioners. Respondent no. 2 has to look after welfare of all the ESMs registered in various Schemes. Grant of such age relaxation will affect the rights and opportunities of the other eligible ESMs.

xiii) Additionally, it is pertinent to mention that the petitioners have alleged that ESMs lost an opportunity of employment by registering to the Coal Scheme and while waiting through these years. The same is incorrect, they had an option to move to another Scheme, reliance is placed upon the Clause 2(a)(iii) read with Clause 22(a) of the Guidelines, which clearly stipulate that ESMs must be unemployed and not self-employed at the time of sponsorship and not at the time of registration as alleged.

8. Learned counsel for the respondent no. 2 in response to submission made by the counsel for the respondent no. 1, submits as follows:-

i) The respondent no. 1 unilaterally issued Impugned Letters dated 26.06.2020 and 30.06.2020 and consequently, rescinded from the MoU dated 12.12.2013, the Coal Scheme and the ESM resettlement policy. The respondent no. 1 issued the Impugned Letters in complete defiance of the terms of the MoU dated 12.12.2013 and the ESM resettlement policy, thereby impacted the role and mandate of respondent no. 2 in discharging its duties of ensuring Self-employment to the ESM through the Schemes.

ii) Respondent no. 1 is only delegates of Government of India entrusted



for execution and implementation of the policy decision of the Government of India. Therefore, even for the purpose of execution and implementation of the MoU, the respondent no. 1 is required to act in co-ordination with the respondent no.2.

iii) Respondent no. 2 had initiated letters, requesting the respondent no. 1 to come forward for discussion to iron out the issues and pave a way for signing of a new MoU, which would ensure continuation of the ESM Coal Transportation Scheme. However, *vide* communication dated 16.09.2020, the respondent no. 1 stated that they are not desirous of signing any new MoU and is firm in its decision for terminating the said Scheme.

iv) According to the Clause 18 of the MoU, a joint meeting between the respondent no. 1 and 2 is mandated to resolve any issue regarding the working of ESM Cos.. However, the respondent no. 1 in violation to the said Clause, straight away issued the Impugned Letters dated 26.06.2020 and 30.06.2020.

v) It is false to state that the petitioner deviated from implementation of the 75% of its workforce from ESM category. The said allegation of the respondent no. 1 have emerged from an unilateral assumption and wrong interpretation of the provisions of MoU. MoU clearly states that the tipper drivers will not be considered, while calculating 75% of the ESM Cos.. Therefore, the contentions of the respondent no. 1 regarding 23% and less number of ESM is completely false.

vi) Any such purported irregularity in compliance with the terms of the



MoU, is subject to ongoing oversight by the vigilance, DGR and CAG. Thus, such irregularities cannot be made a ground for seeking exit from the ESM Resettlement Policy under the garb of exiting from the MoU. Moreover, agencies never detected any irregularities in relation to the petitioners, as alleged by the respondent no. 1.

vii) It is denied that any kind of irregularity was noticed with regard to the petitioners. In letter initiated by the then Defence Minister in April 2003 and July 2003, he strongly recommended ESM Cos. to be governed by the provisions of the MoU. He further recommended that certain assured percentage of Coal Transportation work be allotted to the ESM Cos. and new ESM Cos. be raised with rise in production of coal.

viii) In another instance, while answering parliamentary questions on 19.12.2004, the then Defence Minister, categorically stated that all complaints were examined by the respondent no. 2 and it was found that the ESM Cos. are functioning in accordance with the provisions of the MoU and no violation of MoU by any ESM Cos. was reported by any of the CIL Subsidiaries.

ix) In a correspondence dated 21.09.2010, the then DGR stated that CBI inquiries in the year 2004 and 2008 could not substantiate any of the allegation and exonerated the ESM Cos. of all the allegations levied against them.

x) Further, the allegation of the respondent no. 1 that the ESM Cos. did



not come up for work during strikes is false. As the performance matrix of the ESM Cos. is much higher than the civilian contracts and PAPs, as admitted *vide* appeal made by the ESM to the respondent no. 2, which gives a consolidated analysis of excellent performance of ESM Cos.

9. Learned counsel for the respondent no. 3, supporting the stand taken by the respondent no. 1, submitted that any extension/ renewal of the contract for another term of four years is not a mandate and it is fully in the discretion of the respondent no. 1 subject to ESM requirement and availability of work.

10. It is further submitted by the learned counsel for the respondent no. 3 that the Impugned Letters only states that no new contracts/ extension of running contracts shall be given by any CIL Subsidiaries on the basis of MoU dated 12.12.2013. The said decision neither violated the running contract with ESM Cos. nor insisted upon any premature termination of a contract. He further submits that request for new contracts by the CIL subsidiaries is not a mandate of MoU and it is totally at the discretion of the respondent no. 1.

11. Additionally, it is submitted by the learned counsel for the respondent no. 3 that the respondent no. 1 being a State-Owned Commercial Organization is free to take decisions for outsourcing various works, exit from the MoU on completion of the existing contracts has no bearing on the ongoing contracts and respondent no. 1 is free to take such decisions. Thus, the respondent no. 1 decision as indicated in the Impugned Letters is not illegal and it is in best interest of the respondent no. 1 company.



W.P.(C) 11005/2025 and W.P.(C) 11676/2025

12. These writ petitions have been filed seeking similar prayer as in the *W.P.(C) 4384/2020*. Moreover, the factual background and submissions raised by the petitioners in these petitions are similar as in the *W.P.(C) 4384/2020*. Thus, for the sake of brevity, the same are not being again reiterated.

13. However, with respect to the revised MoU filed in *W.P.(C) 4384/2020* by the CIL on 03.07.2025 in terms of the directions of this Court *vide* order dated 09.04.2025, the petitioners in these petitions submits that the said MoU fails to provide any mechanism for inclusion of wait-listed ESMs, whose seniority was maintained *vide* interim order dated 21.07.2020.

W.P.(C) 16002/2022

14. Instant petition under Article 226 of the Constitution of India, has been filed seeking the following prayers:-

“a) Direct the Respondents to consider the Petitioners for allotment, under Coal Loading and Transportation Scheme in a time bound manner while maintaining the seniority and the eligibility of the Petitioners during the pendency of the issue of withdrawal of Coal Transport Scheme by Coal India Ltd, pending before this Hon’ble Court;

In the alternative:

b) Consider the Petitioners for any other Scheme by giving them ante-date seniority and eligibility from the date of their application under the Coal Loading Scheme.

c) Pass any other and/or further order(s) as this Hon’ble Court may deem fit and proper in the facts and circumstances of the present case and in the interest of justice.”

15. In addition to the brief background stated in *W.P.(C) 4384/2020*, following facts are necessary for disposal of the instant petition:-



- i) In 2017 and 2018, all the petitioners in the age bracket of 54 to 56 years registered in the Coal Scheme.
- ii) In February/ March 2022, to know the status of petitioner's allotment in the Coal Scheme, they made various representations to the DGR. *Vide* letter dated 03.03.2022, DGR replied to these representation by stating that "Currently the scheme is frozen and the matter is subjudice".
- iii) As the Coal Scheme postulates that the eligibility for allotment would cease to exist on the ESM attaining the age of 60 years. The petitioner again on 21.03.2022 sent a letter to the DGR, seeking clarification that whether the period spent in the litigation would be added to the age eligibility of the petitioners or not. *Vide* letter dated 20.06.2022, DGR replied to the said letter and the same reads as under:-
- “1. Refer your letter No. 002/RKS/Pers dated 21 Mar 2022.
 - 2. Currently the case is subjudice in the High Court of Delhi and the Scheme is frozen. The seniority/eligibility is being maintained for all waitlisted ESM(O)/ESMs wef 30 Jun 2020 till final resolution is achieved in the case.**
 3. The ESM(O) is being given an option to shift to another scheme (if they have a remaining chance) within the ambit of the provisions of the ambit of the provisions of the Guidelines i.e. they shall not be given any antedate seniority on shifting to another scheme.”
- iv) After various visits at the office of DGR and meeting with other ESMs, the petitioners was made aware that the CIL had issued Impugned Letters and the said letters had been challenged before this Court in various petitions.
- v) Hence, the present petition.



16. Learned counsel for the petitioners, made following submissions in support of the instant petition: -

i) The petitioners had a legitimate expectation of timely allotment in the Coal Scheme because the petitioners registered under the said Scheme, four years prior to the age of eligibility, while the waiting period was at about 2-2.5 years. Pertinently, waiting list dated 06.01.2020 prepared by the DGR was last updated and frozen on 30.06.2020, where the names of all the petitioners herein were mentioned.

ii) As per DGR letter dated 20.06.2022, if the petitioners would have shifted to any other Scheme, they would have been placed way down below the waiting list and the chances of getting any allotment would have been negligible, as the maximum age of eligibility was 60 years.

iii) By way of the following, it was repeatedly assured to the petitioners that their seniority would be protected:

a) DGR letter dated 20.06.2022 stated that the seniority/ eligibility of all the wait-listed officers would be maintained w.e.f. 30.06.2020 till final resolution.

b) Interim order dated 21.07.2020 in *W.P.(C) 4384/2020* records that the eligibility and seniority is to be maintained during the litigation period.

c) The stand of the DGR was that the wait-listed candidates needs to be accommodated. The same is evident from the “Proposal from DGR for revision of Entry & Exit Rules for DGR’s Schemes”. The relevant portion of the same reads as under:-

“(b) Exit Policy- The benefits of DGR schemes will be extended to officers for a period of 5 years or 60 years of age whichever is earlier except for ‘Coal Loading & Transportation Scheme’, where a



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company must run for 5 years irrespective of the age of directors. This is so because the scheme is not viable if run for a lesser duration.”

17. Refuting the submissions made on behalf of the petitioners, learned counsel for the respondents reiterated the submissions made on behalf of the respondents in *W.P.(C) 4384/2020*, which are as under:-

- i) CIL unilaterally discontinued the Coal Scheme because of its administrative priorities, economic imperatives and shift in operational policies.
- ii) Resettlement in the Coal Scheme is a welfare measure (not mandatory to avail) and the same cannot be claimed as a matter of right.
- iii) The petitioners consciously chose to remain registered under the Coal Scheme, despite being given an option to transfer their registration to other DGR's Scheme.
- iv) Granting ante-dated seniority to the petitioners would have impacted the seniority of those originally registered under these Schemes, potentially depriving them of benefits due to the age limit of 60 years.
- v) The petitioners do not possess any overriding rights over other ESMs and their request for an enhancement of their age limit would prejudice the interest of other wait-listed ESMs, who are equally entitled to the benefits of the Coal Schemes.



vi) The rule limiting ESM to one Scheme within the prescribed age limit of 60 years ensures equitable resource distribution among all eligible ESMs. Granting special consideration to the petitioners, while maintaining seniority would create an unfair precedent, disadvantaging other wait-listed ESMs.

18. Additionally, learned counsel for the respondents refuting the submissions made on behalf of the petitioners, submitted that the interim order dated 21.07.2020 in *W.P.(C) 4384/2020*, directed maintaining eligibility/ seniority of the petitioners therein during the pendency of that case and there had been no directions for the same towards all other ESMs.

19. Refuting the stand taken by the respondents, learned counsel for the petitioner reiterated that:-

i) The petitioners had an legitimate expectation for allotment under the Coal Scheme, since, the petitioners registered under said Scheme after considering their residual age eligibility (4 or more years at the time of joining) and the average waiting period for allotment (2 to 2.5 years).

ii) The petitioners were assured *vide* letter dated 20.06.2022 that their seniority would be maintained w.e.f. 30.06.2020 and upon this assurance, coupled with the fact that the ante-date seniority was not being given if the petitioners shifted to any other scheme, the petitioners chose to wait for the final decision of this Court.

20. Additionally, learned counsel for the petitioners submitted that the:-

i) DGR being the nodal agency for welfare and resettlement of the ESMs,



cannot wash away its hands by placing the blame solely on the CIL for withdrawing from the Coal Scheme. DGR is duty bound to protect the interest of the ESMs, who are registered under the Coal Scheme.

ii) Option to shift to other DGR's scheme (without carrying seniority) was not a special concession but merely an existing provision that is allowed to all the registrants. It would have been a bonafide offer if it had included the benefit of ante-date seniority on shifting to other Schemes.

iii) The present case is exceptional and deserves special considerations. Granting ante-date seniority to wait-listed ESMs would only benefit those who had registered earlier than others, thus preserving the principle of seniority while providing fair relief.

iv) Respondent's interpretation of "freezing of the scheme" is misleading. Freezing a scheme implies a temporary suspension that will be lifted once the underlying issues are resolved. Thus, it does not mean cancellation or discontinuation. This interpretation is supported by the DGR's own letter dated 20.06.2022, wherein he stated that seniority/eligibility is being maintained for all wait-listed ESMs w.e.f. 30.06.2020 till the final resolution of the case.

iv) The respondents had again reaffirmed the maintenance of seniority of those in the wait list as on 30.06.2020 *vide* email dated 06.12.2024 and the same reads as under:-

"As you are aware that the Coal Loading and Transportation Scheme



has been stalled since Jun 2020. The officers who were in waitlist in the Coal Scheme as on 30 Jun 2020 were given the option to shift to any other scheme of DGR for officers. Many officers shifted to the other schemes of DGR but some officers opted to continue in the waitlist for the Coal Scheme.”

v) By the time the respondents informed about the freezing of the Coal Scheme in June 2022, most of the petitioners had barely 2-4 months of age eligibility left. Thus, it made the option to shift to other schemes with fresh seniority practically meaningless.

W.P.(C) 10136/2025 and W.P.(C) 11011/25

21. These writ petitions have been filed under similar factual background as in *W.P.(C) 4384/2020*, seeking following prayers:-

- “i. Issue a Writ of Certiorari, or any other Writ/Order/Direction in the nature thereof quashing the impugned letters dated 26.06.2020 and 30.06.2020 and any unilateral action by Respondent No.1 to discontinue the Scheme;
- ii. Issue a Writ of Mandamus directing the Respondents to restore and continue the Scheme by finalization and execution of the relevant MOU between Respondent no. 1 and Respondent no. 2, with appropriate work allocation to eligible and wait listed ESMs, including the Petitioner.
- iii. Issue a writ of Mandamus directing the Respondents to implement and give effect to the object and purpose of the Ex- Servicemen (ESM) Coal Loading and Transportation Scheme, and continue making allocation of coal transportation work to the ESMs in waiting list, including Petitioner;
- iv. Issue a Writ of Mandamus directing for maintenance of eligibility and preserving the seniority of the Petitioner in the present case, enabling him to avail the benefits and opportunities of re-settlement and rehabilitation Scheme;
- v. Issue a Writ of Mandamus directing the Respondents to expeditiously formulate and implement a policy for allocation of coal transportation work to various classes of Ex- Servicemen, including the Petitioner, by giving due consideration to their rights and



eligibility under the Scheme, and to take immediate steps towards execution of a revised Memorandum of Understanding (MoU) to give effect to such allocation.

vi. Award the costs of the present Petition in favour of the Petitioner and against the Respondents;

Grant any such further reliefs and/or pass any such further orders in favour of the Petitioner and against the Respondents as this Hon'ble Court may deem fit and proper in the present facts and circumstances.”

22. Learned counsel for the petitioners, in addition to the submission made on behalf of the petitioners in ***W.P.(C) 4384/2020***, submitted as follows:-

i) There is no impediment in granting age-relaxation to the petitioners as a one-time measure. The same finds support from the precedent set by this Court in order dated 20.07.2017 in ***W.P.(C) 1530/2016*** titled as '***Brig. (Retd.) Rakesh Katyal v. UOI & Anr.***' wherein, the DGR agreed to grant age relaxation to the petitioner therein.

ii) DGR took a stand by acknowledging that a number of ESMs have superannuated while waiting for their turn and the same had adversely impacted their lives. Further, DGR *vide* letter dated 20.06.2022, stated that the eligibility of all the wait-listed ESMs is being maintained w.e.f. 30.6.2020 till the final adjudication of the cases.

iii) However, in 2025, DGR started taking contradictory stand on the aspect of eligibility by filing an application for vacation of stay *vide* order dated 21.07.2020 in ***W.P.(C) 4384/2020***. Further, DGR vehemently argued against grant of reliefs in ***W.P.(C) 4384/ 2020***. *Per contra*, its counter affidavit dated 11.08.2020 in the said writ petition reveals that he supports the case of the petitioner and in fact, he supports the grant of reliefs and interim reliefs to the petitioners.



W.P.(C) 5237/2020

23. Instant writ petition has been filed seeking similar prayers as in the *W.P.(C) 4384/2020*. Moreover, the factual background and submissions raised by the parties in the instant petition are similar as in the *W.P.(C) 4384/2020*. Thus, for the sake of brevity, the same are not being again reiterated.

24. However, in addition to the submissions raised on behalf of the petitioners in *W.P.(C) 4384/2020*, learned counsel for the petitioners herein submits that the CIL has no power to rescind from the MoU, 2013 as:-

- i) The contractual decision can never be unilaterally rescinded even by the competent authority which is party to the contract by any executive order.
- ii) In the said MoU, though a provision for termination of an ESM Cos. contract exists but there is no provision of termination of the Scheme neither unilaterally nor by mutual agreement as that was considered beyond the purview of CIL as well as DGR.
- iii) The historical background of Coal Scheme shows that the Scheme was launched as a policy decision by Government of India, hence such policy decisions can only be altered, modified, amended or withdrawn by the Government of India and not by the CIL. The CIL is merely an agency to enforce the Coal Scheme launched by the Government on India.



W.P.(C) 10830/2025

25. Instant petition under Article 226 of the Constitution of India, 1950 has been filed seeking the following prayers:-

- “(a) Issue a writ of mandamus or appropriate direction to Respondents to allot a suitable Ex-Servicemen Coal Company under the next available vacancy in Coal India Limited subsidiary;
 - (b) Issue a writ of mandamus or appropriate direction to Respondent No. 1 to include the name of the Petitioner in the revised Waiting List of Ex-Servicemen Officers who are eligible for sponsorship in the Scheme;
 - (c) Restrain the Respondent No. 1 from striking the name off the Waiting List of Ex-Servicemen Officers eligible for sponsorship under the revised MOU filed before the Hon’ble Court
- Pass any other or further order(s) as it may deem appropriate in the facts and circumstances of the case and in the interest of justice.”

26. In addition to the brief background stated in *W.P.(C) 4384/2020*, following facts are necessary for disposal of the instant petition:-

- i) The petitioner superannuated on 31.05.2016 and he submitted his application under the Coal Scheme on 22.07.2016. *Vide* DGR’s communication dated 01.10.2018, petitioner was informed that based on his seniority in the waiting list, he was likely to be selected for sponsorship as a Director of an ESM Cos. proposed to be formed under Mahanadi Coalfields Limited. Thus, DGR requested the petitioner to confirm his willingness to be considered for such sponsorship and subsequently, the same was confirmed by the petitioner.
- ii) Further, *vide* communication dated 09.10.2018, DGR requested the petitioner to submit documents listed in the said communication for initial



screening by the board of officers and the petitioner duly complied by the same by submitting all the requisite documents. Subsequently, DGR *vide* letter dated 23.10.2018, informed the petitioner that he has been selected to undertake Coal Loading and Transportation work at the Talcher Coalfields in Odisha, under Mahanadi Coalfields Limited. Later, petitioner, along with four other selected ESMs- Col. S.S. Randhawa (Retd.), Col. Kuldeep Singh (Retd.), Col. Aseem Atrey (Retd.), and Maj. Gurtej Singh (Retd.), were directed to conduct a feasibility study at the project site.

iii) The petitioner along with other selected ESM officers, conducted a field visit to the Talcher Coalfields from 09.11.2018 to 10.11.2018 and submitted their feasibility report dated 10.11.2018 to the DGR. Subsequently, DGR *vide* communication dated 15.1.2019 requested the petitioner along with other ESM Officers to be present before the board of officers for final sponsorship on 18.01.2019 with all of their documents in original and subsequently, same was duly complied by the petitioner.

iv) At the last stage of final sponsorship, DGR issued a letter dated 31.01.2019, through which one of the selected ESM Officer i.e. Major Gurtej Singh (Retd.), was dis-empaneled from the Coal Scheme and in place of the said officer, DGR inducted Col. Yogendra Sharma (Retd.). Major Gurtej Singh (Retd.) filed a CWP No. 5225/2019 before the Punjab and Haryana High Court challenging the letter dated 31.01.2019. *Vide* order dated 27.02.2019, the Punjab and Haryana High Court stayed the operations of the said letter and the matter is still *sub-judice* before the said Court.



v) DGR *vide* communication dated 20.03.2019 intimated the petitioner that the petitioner's company group has been placed as "Held in Abeyance" till the finalization of the aforesaid Court Case. Col. Aseem Atrey (Retd.) and Col. Kuldeep Singh (Retd.) resigned as Directors from the Coal Company on 04.03.2019 and 23.08.2019 respectively .

vi) *Vide* E-mail dated 17.06.2019, the petitioner informed DGR that the issue of dis-empanelment between Major Gurtej Singh (Retd.) and DGR was causing undue hardship to petitioner as the same caused to put him in "Held in Abeyance". The petitioner further requested the DGR to consider him eligible to participate in the next vacancy that arises under the Coal Scheme.

vii) On 06.01.2020, DGR published a waiting list of eligible officers under the Coal Scheme, wherein the petitioner has been placed at serial no. 3 and Col. Yogendra Mohan Sharma, who had crossed the age of 60 years had been placed at serial no. 8. It is the case of the petitioner that Col. Yogendra Mohan Sharma had been placed solely on the basis of "Held in Abeyance" status.

viii) However, DGR *vide* Impugned Letters dated 26.06.2020 and 30.06.2020 unilaterally exited from the MoU dated 12.12.2013. These Impugned Letters were challenged in various Writ Petitions, some of which are presently being dealt with. In these Writ Petitions, this Court had directed to maintain *status quo* with respect to the subsisting contracts of the ESM Cos. and directed the DGR and CIL to make efforts for renewal of the MoU. Subsequently, the respondents held series of joint meetings to facilitate the renewal of the MoU dated 12.12.2013.



ix) *Vide* letter dated 20.06.2022, DGR took a stand that the seniority/eligibility of the wait-listed ESM would be protected till the final resolution of the matters. Subsequently, the petitioner had various meetings with officers of DGR, who assured him that deliberations were ongoing regarding the finalization of a revised MOU and that his age and eligibility would be duly protected in the revised MOU.

x) *Vide* Email dated 06.12.2024, DGR invited the petitioner, along with other ESMs on the waiting list to attend a meeting scheduled for 10.12.2024, The petitioner in the said meeting drew attention to the assurances given by the DGR earlier that the eligibility and seniority of the waitlisted ESM officers would be protected.

xi) Petitioner *vide* email dated 02.06.2025, sought clarification from the DGR regarding his continues status as “Held in Abeyance”. The petitioner also had a meeting with the DGR on 16.07.2025, wherein, the petitioner was informed that the matter is pending consideration before this Court and they are not inclined to allot any company to ESMs who had crossed the age eligibility limit.

xii) Pursuant to the directions of this Court *vide* order dated 09.04.2025, CIL placed on record the revised MOU in July 2025, wherein, it was specifically recorded that the waitlisted ESMs who have crossed the age eligibility limit will be struck off from the waiting list and will not be sponsored for the formation of the ESM Cos. by the DGR.



xiii) Hence, the present petition.

27. Learned counsel for the petitioner, made following submissions in support of the present petition: -

i) Unilateral termination of the MoU 2013 by CIL and its prolonged negotiations with DGR for revival of MOU, created waitlisted ESMs as a distinct class in itself, who during the period from 2020 to 2025, crossed the prescribed age limits of 60/ 62 years (depending on rank), thereby rendering them ineligible under the Coal Scheme, which remained under consideration throughout this time.

ii) Unlike other petitioners, the present petitioner had already been found eligible. He had conducted and submitted the feasibility report, incorporated the ESM Company, and had complied with every condition of the Coal Scheme prior to the final sponsorship stage.

iii) The revised MoU entirely disregarded the category of ESMs like the petitioner, thereby invalidating their genuine efforts and investments. Thus, this exclusion, extinguishes the petitioner's accrued rights and legitimate expectations without due process.

iv) The Petitioner's "Held in Abeyance" designation was a direct consequence of third-party litigation to which he was not even a party and not due to any ineligibility. Thus, his application was rejected for no fault of his own.



v) Senior officials of DGR had on multiple occasions assured the petitioner that his seniority and eligibility will be protected.

28. Learned counsel for the respondents, refuting the submissions made on behalf of the petitioner, submitted that:-

i) In terms of the prevailing Guidelines, the petitioner became overage on 16.05.2020 i.e. even before the CIL's decision dated 30.06.2020. Thus he ceased to be entitled to sponsorship under the Coal Scheme.

ii) Mere registration under the Coal Scheme does not confer any vested right, sponsorship is a separate stage in itself which is dependent on fulfillment of the eligibility criteria.

iii) No exception/ relaxation was ever promised or extended to the petitioner by the DGR.

iv) Maj. Gurtej Singh, who was empanelled as one of the Directors with the petitioner, was dis-empanelled on receipt of complaints for non-payment of the initial capital amount from the other Directors, including the petitioner.

v) Clause 30(c) of the Guidelines specifically provides that only upon completion of all requisite formalities, the Directors of the ESM Company are called by the DGR for final briefing, after which the ESM Company is sponsored to the designated CIL Subsidiary. In the case of the petitioner, the petitioner's company failed to furnish the requisite documents along with the mandated capital contribution. Therefore, it could not be sponsored by the DGR.



vi) Eligibility is reckoned at the time of sponsorship, not at the time of registration or after completion of Feasibility Study. Also, as per clause 2 of the Guidelines, the concerned ESM must meet the age eligibility criteria i.e. 60/ 62 years (as per rank).

vii) The petitioner remained silent for over 5 years before filing the present petition for reasons best known to the petitioner himself. He did not raise any objections at the relevant time i.e. when Maj. Gurtej Singh moved to the Court or at the time when he became overage on 16.05.2020.

viii) Notably, the petitioner has already availed re-employment with the army.

29. Learned counsel for the petitioner, objecting to the submissions made on behalf of the respondents, submits as follows:-

i) That one, Maj. Gen. (Retd.) Bhupinder Singh was allotted Bhaskar Earthmover Pvt. Ltd. (Mahanadi Coalfields Limited) despite having crossed the eligibility age (as applicable) of 62 years on the date of sponsorship.

Name	Maj. Gen. (Retd.) Bhupinder Singh
Date of birth	21.01.1957
Date of becoming overage (62 years)	21.01.2019
Date of sponsorship	31.01.2019 (after 10 days of becoming overage)

Thus, once the sponsorship is initiated, there is no bar on allotment of a company to the concerned candidate despite crossing the age of 60/62 years (as applicable).

ii) If the case of the DGR is accepted, it would produce absurd results



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whereby an ESM Officer, such as the petitioner, who has completed all stages of sponsorship, submitted feasibility report, incorporated/ registered the ESM Company, deposited his contribution of Rs. 12 lakhs, and taken all necessary steps to commence operations, would be rendered ineligible for having crossed the eligibility age by a single day, merely because the final approval of the DGR remained pending.

iii) The petitioner continues to be placed “held in abeyance”, which means that his seniority/ eligibility and the stage at which he was held in abeyance is frozen. The same is corroborated from the fact that Col. Yogendra Mohan Sharma, had already crossed the age of 60 years, when he was placed in the waiting list of January, 2020.

iv) The petitioner has been repeatedly assured that he will be allotted an ESM Cos. It was only in July, 2025 on filing of the revised MoU that the DGR reversed its stand and the petitioner was held ineligible under the Coal Scheme, constraining him to approach before this Court.

ANALYSIS AND FINDINGS

W.P.(C) 4834/2020, W.P.(C) 11005/2025, W.P.(C) 11676/2025, W.P.(C) 16002/2022, W.P.(C) 10136/2025, W.P.(C)11011/2025 and W.P.(C) 5237/2020

30. It is noted that during the pendency of the present petitions, CIL on 03.07.2025 placed on record a finalized draft of new MoU and *vide* order dated 05.08.2025, this Court directed that the CIL and DGR shall execute the



said MoU subject to the outcome of the present petitions. As has been noted herein-before, the present petitions have been filed on the account of an alleged unilateral decision taken by CIL to not renew MoU dated 12.12.2013 with DGR. An interim order dated 21.07.2020 was passed by the learned Predecessor Bench of this Court directing that the seniority of the petitioners in *W.P (C) 4384/2020* needs to be maintained. Although these petition have been filed challenging the validity of the unilateral decision taken by CIL to not renew its MoU with DGR, however after filing of the revised MoU, the thrust of the arguments on behalf of petitioners have been that their seniority in the waiting list of the Coal Scheme needs to be maintained despite they having attained the age of more than 59 years, which disqualifies these petitioners as per the policy framed by the DGR. The issue before this Court is- *“Whether the petitioners in the present writ petitions should be allowed to retain their seniority in the new list which would be introduced in pursuance of the new MoU executed between CIL and DGR?”*.

31. The present writ petitions, as noted hereinbefore, revolves around the allocation of coal transportation work under the Coal Scheme. The said Scheme provided for re-employment and rehabilitation of ESMs, War Widows, Dependents of War Veterans and disabled ESM (and their Widows). The Coal Scheme has been in existence since 1979 till it was rescinded by the CIL *vide* impugned letters dated 26.06.2020 and 30.06.2020. The Coal Scheme is one of the various Schemes introduced by the DGR for rehabilitation of ESMs. Attention of this Court was drawn to the information brochure of the DGR and the introduction therein, which reads as under:-

“INTRODUCTION



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The role of DGR is to empower retiring/retired service personnel with additional skills and assist them in choosing a second career. Nearly 60,000 Armed Forces personnel retire or are released from active service every year. Most of them are in the comparatively younger age bracket of 35 to 45 years and require a second career. These personnel constitute a valuable disciplined, trained and dedicated pool which must be utilized for nation building. This is achieved through the following modalities:-

- (a) Seeking suitable employment for ex-servicemen as also upgrading their skills by imparting necessary training, to prepare them to take on new jobs.
 - (b) Provide employment opportunities in government/ quasi government/public sector organizations.
 - (c) Employment of the ESM in the Corporate Sector.
 - (d) Providing jobs through schemes for self-employment.
- Assist in entrepreneurial ventures.”

32. Further, the registration and eligibility criteria provided for the Coal Scheme has further been explained in the said brochure in the following manner:-

“REGISTRATION

Registration in DGR is a onetime procedure and is common to all schemes managed by DGR. There is a simple single page form available for downloading on DGR website under the pane of **‘Download DGR forms’** on home screen. Ex-Servicemen desirous of availing resettlement benefits through DGR are requested to download the form, fill it (the reverse page of the form contains the various codes and instructions) and mail it along with supporting documents, preferably in a PDF format to **regndgr@desw.gov.in**. The registration number for the selected scheme shall be communicated within 2 working days of receipt of mail by electronic means.

Eligibility Criteria

- (a) The Ex-Servicemen should be covered under the definition of ‘Ex-Servicemen’ as laid down by the Government of India, (Department of Personnel and Training) vide their letter No.



GSR757(E) dated 04 Oct 2012.

(b) **Age of Registration for DGR:- Maximum age for seeking any benefit from DGR to be 59 years i.e. ESM must not be more than 59 years old when he applies for resettlement. (MoD/DESW ID NO. 29(120)2018/D(Res-1) dated 31 July 2018.**

(c) All Ex-Servicemen invalidated out due to medical reasons may register only in receipt of disability pension and certified fit for civil employment.

(d) Short Service Commissioned Officers (SSCO) should have completed specified terms of engagement and retired with a gratuity. SSCO should not have retired at own request or by way of dismissal or on administrative grounds or on account of misconduct or inefficiency.

(emphasis supplied)”

33. As noted above, the maximum age of registration under the Coal Scheme as per the said brochure is 59 years. The renewal of registration and change of scheme as per the said brochure is as under:-

“Renewal of Registration: Employment registration should be renewed once in two years by quoting the Registration Number through an application. Once an officer attains the age of 60 years, his name will be permanently placed in the 'Inactive List'.

Change of Scheme (Only one time): Registered Officers can submit an application to the concerned Directorate with a copy to Emp-11 in case he/she feels to go for change of scheme.”

34. Further, the DGR has also published Guidelines in pursuance of the MoU dated 12.12.2013. The eligibility criteria of various categories of ESMs associated with the Coal transport companies are given in para 2 thereof which reads as under:-

“2. Eligibility: The eligibility, criteria for various categories of the ex-Servicemen (ESM) associated with the Coal Transport Companies are as under:-

(a) **Directors of the ESM Coal Transport Company:**

(i) **For becoming Directors of the ESM Company. unemployed retired commissioned. Officers below 60 years of**



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age (Brig and below) and 62 years of age (General Officers) from the three services are eligible to get their names registered for ESM Coal Transport Company Scheme. No Director is to be above 60/62 years at time of sponsorship

(ii) The retired officer is eligible to be director of only one ESM Coal Transport Company.

(iii) At the time of sponsorship of the ESM Company and there after all through the tenure as Director of the company the Director is not to be employed/self employed or hold any position of profit in any institution other than that of the ESM Company.

(iv) The officer should have registered for the scheme with DGR within five years of release/retirement. The common registration form, including for the Coal Loading and Transport Scheme is attached as **Appendix 'B'**.

(v) To ensure complete transparency and avoid undesirable influence in implementation of the Scheme, it has been decided that no ex-officer/official of DGR shall be permitted to avail of Coal Loading and Transportation Scheme.

(b) **ESM Tipper owners**

(i) ESM should not be above the age of 60 years at the time of **attachment in any ESM (O) Company.**

(ii) Only one tipper can be attached by an ESM.

(c) **Beneficiaries under the Tipper Attachment Scheme:** Refer SOP for tipper attachment scheme for widows, dependants and disabled ex-servicemen attached as **Appendix 'C'**

(d) **Office/ Supervisory Staff:** ESM should not be above the age of 60 years at any time.

(emphasis supplied)”

35. Further, formation of ESM Cos. is provided from para 3 thereof which reads as under:-

“Formation of ESM Company:

3. On receipt of a demand from Coal Subsidiary for a Coal Transport Company, the DGR will initiate steps to select eligible retired officers as per the seniority, which are willing to undertake the work after completion of mandatory documentation, to form an ESM Coal Company. The related terms and conditions are as under:-



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(a) On receipt of request from the Coal Subsidiary, the DGR will take following action:- .

(i) In case demand is more than one ESM Company, the DGR will seek willingness of ESM (O) from the seniority roster of prospective Directors maintained by DGR. The willingness will be sought in multiple of five for the number of companies to be sponsored as each ESM Company will have five ESM (O) Directors. The willing Directors falling in seniority within that number will be allowed to form the ESM Company with five directors in each.

(ii) In case of demand of only one company the DGR will seek willingness of five ESM (O)s as per the seniority roster of prospective Directors maintained by DGR. In case any ESM (O), whose turn has come up for sponsorship is unwilling to join in a company with others in that seniority, he will be provided with one more opportunity for sponsorship when next demand of ESM Company is received from the Coal subsidiary. If the ESM (O) is still unwilling his name will be struck off from the seniority roster of this scheme. In case of any ESM (O) is unwilling the next ESM (O) in seniority roster will be asked to join to form the ESM Company.

(b) The ESM Company will have a minimum of five directors at all times. However under certain circumstances "such as death of an incumbent director, insanity, voluntary withdrawal as approved by the board of directors, removal of a director by DGR or by the board of directors, the share of the director so becoming ineffective will be transferred to the other directors or to the widow of the ineffective director as the case may be. Under these circumstances the company may continue to function with less than five directors but not less than three directors at any time. In case the strength of directors is reduced to less than three, then within six months ESM Company will induct new directors.

(c) Any induction/de-induction of director (s) in an ESM Company will be done only on prior approval of the DGR. Copy of the Form 32, reflecting the change in the constitution of the board of the directors of the ESM Company, will be submitted to the DGR and to the concerned Coal Subsidiary by the ESM Company.

(d) An ESM (O) who withdraws voluntarily from the scheme or is removed from the scheme in case of unwillingness to be sponsored as a director and has not been debarred from participating in the scheme, by DGR could, in case he so desires, register himself in any other scheme of the DGR in case fulfilling the scheme criteria. His



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seniority in that scheme will count from the date of such new registration.”

36. The tenure is provided in para 8 thereof, which reads as under:-

“8. Period of Tenure:- The tenure of the ESM Company will be for five years extendable for another four years from the date of commencement of work. The concerned Coal Subsidiary and ESM Company will sign the work agreement within a fortnight of commencement of work. One copy of the same will be forwarded by the Coal Subsidiary to the DGR for record. Renewal of the contract for another term of four years may be considered by the Coal Subsidiary and DGR jointly provided the past performance and functioning of the ESM Company has been satisfactory and employment of Ex-servicemen has been as per the laid down policy for which the Coal Subsidiary should sent the proposal to the DGR three months before the tenure of the ESM Company is going to complete.

(emphasis supplied)”

37. Subsequently, miscellaneous instructions are provided in para 22 thereof which reads as under:-

“22. Miscellaneous Instructions.

(a) The retired officers have to submit an affidavit to the effect that they are unemployed/not self-employed at the time of sponsorship for the scheme and have not availed any other job/ placement benefit from the Govt/Govt agencies after retirement and prior to the date of sponsorship. The copy of affidavit is placed as Appendix 'F'.

(b) At the time of grant of extension to the ESM company all the Directors are to submit similar affidavit as mentioned above (Refer Appendix 'F').

(c) The financial position of the Directors must be sound. The officer is required to submit the proof by way of submission of the self attested copies of relevant documents of assets held by way of bank balance, FD, govt bonds, property etc. If required the original of the documents are to be produced by the officer for perusal of the DG(R). The directors have to contribute their share for formation of the ESM Company and have to deposit the same into the account opened by the ESM Company. The ESM Company and the



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Directors will be required to produce the proof of the same to DGR at the time of final sponsorship.

(d) It is desirable that Directors should have the knowledge of labour laws/Companies Act and Accounts.

(e) All ESMs associated with ESM Company must have exemplary character.

(f) The ESM (O) should not have been dis-qualified/debarred in the past from employment/self employment assistance from DGR

(g) The ESM (O) is not to be employed/self employed at any time while he is holding the position of director with the ESM Company.

(emphasis supplied)”

38. Reading of the aforesaid provisions would demonstrate that the upper age limit for registration of the Eligible Persons is 59 years with respect to the Coal Scheme, after reaching the age of 60 years the name of ESM is placed in the ‘Inactive list’. On a requisition made by the CIL, DGR on the basis of seniority selects five ESMs for the purpose of formation of a company, whose tenure would be for 5 years. It is the case of the petitioners that these guidelines itself permits relaxation of age of more than 60 years in cases where sponsorship has been given. For the purposes of the aforesaid submission, attention of this Court has been drawn to the following letter:-

“

**Department of Ex-Servicemen Welfare
D(Res-I)**

Subject: Proposal from DGR for revision of Entry & Exit Rules for DGR’s Schemes.

Reference DGRs Note No. PC to MF-0049/Policy/DGR/Adm dated 11.5.2018, 31.5.2018 and 26.6.2018 on the subject mentioned above.

2. The matter has been examined and to inform that following proposal of DGR has been approved:-

(a) Entry to DR schemes to be based upon the following priorities:-

Priority-I- Officers who retire after completion of their full tenure of service including SSC officers who have served their full term. This will include medically



boarded out officers who are fit to undertake DGR Schemes.

Priority-II - Officers who have sought Pre Mature Retirement (PMR).

Note: The sponsorship between Priority-I and Priority-II will be in the ratio of 80:20

(b) Exit Policy - The benefits of DGR schemes will be extended to officers for a period of 5 years or 60 years of age whichever is earlier except for 'Coal Loading & Transportation Scheme', where a company must run for 5 years irrespective of the age of directors. This is so because the scheme is not viable if run for a lesser duration.

(c) Age of Registration for DGR - Maximum age for seeking any benefit from DGR to be 59 years i.e. ESM must not be more than 59 Years old when he applies for resettlement.

(d) Running of Coal Loading and Transportation Scheme- The scheme will be allotted for a period of 5 years. This may be extended by another 4 years in case no waiting list exists. The following is also recommended to be included into the existing guidelines:-

(i) Day 1-ESM(O)s in the seniority list to be approached via email to form a grouping of five ESMO)s

(ii) Day 7- An ESM(O) rep from each group shall report to the office of DGR for Site Allotment through Draw of Lots.

(iii) Day 21 - Submission of Feasibility Report by the group

(iv) Day 49 - Submission of ROC documents under Company's Registration Act Final checking of Bank Accounts of the company and prospective ESM(O) directors of the company and issue of Sponsorship Letter

(v) Company must report to the subsidiary within 30 days of Issue of LOI from the subsidiary and Commence Operations.

3. This issues with the approval of competent authority

(Jitender Kumar)
Under Secretary (Res-I)"

39. It was pointed out that after the alleged withdrawal of CIL, option was given to the persons who had been waitlisted to opt for other Schemes, without any ante-date seniority. However, after passing of the interim order dated 21.07.2020, DGR further issued a communication dated 20.06.2022 which reads as under:-

- “1. Refer your letter No. 41688/Pers dated 24 Mar 2022
2. Currently the case is subjudice in the High Court of Delhi and the Scheme is frozen. The seniority/eligibility is being maintained



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for all waitlisted ESM(O)/ESMs w.e.f 30 Jun 2020 till the final resolution is achieved in the case.

3. The ESM (O) is being given an option to shift to another scheme (if they have a remaining chance) within the ambit of the provisions of the of the ambit of the provisions of the Guidelines i.e. they shall not be given any antedate seniority on shifting to another scheme.

4. Your address has been updated for further correspondence.

4. For your info please.”

40. It is thus argued that on the basis of this communication, that the petitioners in *W.P.(C) 4384/2020* and other petitioners in the present batch of writ petitions were in *bonafide* impression that their seniority list would be maintained in any future arrangement between CIL and DGR. This, as per the case of the petitioners, is further fortified by response of DGR to the averments made by the petitioners in their writ petitions. It is pointed out that by way of para 40 of the present writ petition, it was averred that:-

“40. Furthermore, several persons, including the Petitioners, are due to achieve the age of superannuation under the Scheme, i.e. 60/62 years as applicable, and are therefore due to be rendered ineligible to the benefits under the Scheme, even though they have received no rehabilitation/resettlement and have also been deemed ineligible to participate in other schemes of DGR. In view of the same, and also in view of the COVID-19 related lockdowns imposed by the Government of India, certain persons petitioned the Respondent No.2-DGR to grant a suitable extension from their tenure under the Scheme in view of the force majeure event, *vide* representations dated 11.06.2020, 25.06.2020 and 26.06.2020. Copies of the said representations made to Respondent No.2-DGR dated 11.06.2020, 23.06.2020, 24.06.2020, 25.06.2020, 26.06.2020 and 30.06.2020 are annexed hereto and marked as **Annexure P-22 (COLLY)**.”

Response to the same by the DGR is as under:-

“50. **Para 40** In view of reduced demand of ESM Companies from subsidiaries of CIL and no demand since 2018 as mentioned earlier, a large number of ESM who have been waiting for 3-4 years will get



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superannuated as they will become overage. This will be huge injustice rendered out to them as while waiting for their turn, they have missed out on availing any other benefits which they could have. This office has initiated a lot of correspondence to CIL to raise demand for ESM Companies as mentioned in Para 8 (a), however, no reply, has been received from CIL.”

41. Similarly, attention of this Court was drawn to the prayer made on behalf of DGR which reads as under:-

“It is therefore, respectfully prayed that the present Writ Petition may kindly be considered sympathetically as it involves welfare and livelihood of retired Defence Personnel (ESM), Widows and Disabled Soldiers who have given the prime of their lives in the service of the nation. It is, therefore, requested that all issues related to ESM Companies be looked into, with profound promptness. In the present case, CIL has unilaterally exited the MoU and discontinued the ESM Coal Transportation and Tipper Attachment Scheme without any reasons and consultations with DGR. This step has been taken in spite of excellent performance of ESM Companies for the last 41 years and their huge contribution towards various CIL Subsidiaries meeting their coal transportation targets. It is important to mention that this step has impacted thousands of ESM and their families who are simultaneously and persistently fighting odds like age, health and other challenges after having dedicated major portion of their lives for the service of the nation. It is prayed that ESM Coal Transportation and Tipper Attachment Scheme be re-instituted with certain assured percentage of transportation work as mandated in MCL letter referred to at Para 5 and attached at **Annexure-R9**. It is also prayed that decisions taken in 367th Board Meeting of Director's of CIL attached at **Annexure-R12** which recommends employment of ESM Companies in all Subsidiaries of CIL may be implemented.”

42. It is also a matter of record that there has been no registration with respect to Coal Scheme after 30.06.2020.



43. It is also the case of the petitioners that CIL had forwarded a draft MoU to the DGR *vide* letter dated 31.10.2018, incorporating certain suggestions and comments from CIL Subsidiaries for revision of the existing MoU. However, DGR neither responded to the same nor put the petitioners on notice. It is further submitted that as per the preliminary reply by the CIL, they kept sending reminders to DGR, but it went in vain. Learned counsel for the petitioners have vehemently argued that DGR has been changing its stand from earlier supporting the petitioners to now opposing their request for not being considered in the seniority list, which would be published after fresh registration post execution of new MoU.

44. It is in these circumstances, learned counsel for the petitioners vehemently argued that by applying the rules of promissory estoppel and legitimate expectation, CIL and DGR ought to give the petitioners their seniority despite they having attained the age beyond 59 years.

45. Learned counsel for the petitioners relied upon Hon'ble Supreme Court judgment in ***High Court of Delhi v. Devina Sharma***¹¹, and particularly on the following paragraphs:

“3. The bone of contention pertains to Rule 14(c) of the Delhi Judicial Service Rules, 1970. Unamended Rule 14(c) stipulated that a candidate shall be eligible to appear at the examination if he is not more than 32 years of age on the 1st day of January following the date of commencement of the examination. The above rule was amended on 11-2-2022 so as to stipulate that a candidate shall be eligible to appear at the examination if he is not more than 32 years of age on the 1st day of January of the year in which the applications for appointment are invited. The High Court of Delhi conducted the

¹¹ (2022) 4 SCC 643



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last examination for recruitment to the DJS in 2019. It is common ground that no examination was held in 2020 for institutional reasons and in 2021 due to the onset of the Covid-19 Pandemic.

4. The grievance of the petitioners before the High Court is that candidates who would have qualified in terms of the upper age limit of 32 years for DJS, as stipulated in Rule 14(c), would now cease to be eligible by virtue of the fact that the examination is being held in March 2022. In terms of amended Rule 14(c) they would have crossed the age of 32 years on the 1st day of January of the year in which the applications for appointment are invited. In other words, it has been urged that if the High Court had conducted the examination on schedule in 2020 and 2021, such candidates would have qualified for the examination since they were within the age limit of 32 years for the relevant year.

5. When the petition was moved before the High Court, the Division Bench by its interim order dated 8-3-2022 [Devina Sharma v. High Court of Delhi, 2022 SCC OnLine Del 841] directed that the date for receiving applications shall be rescheduled to a date after the next date of hearing and the date of holding the examination shall also be postponed. The proceedings were directed to be listed on 7-4-2022 before the same Bench which was seized of an earlier writ petition, Writ Petition (Civil) No. 3636 of 2022 after obtaining the orders of the Chief Justice. Effectively therefore, by the interim order of the High Court, the examination for DJS which was scheduled to take place on 27-3-2022 would stand postponed.

6. Aggrieved by the interim order of the High Court, the jurisdiction of this Court under Article 136 of the Constitution has been invoked by the High Court of Delhi on the administrative side.

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27. In the circumstances, we are of the view that there is no merit in the submission which has been urged on behalf of the petitioners before the High Court and the intervenors who have not fulfilled the age requirement of 35 years. Though for a short period of about a year, the High Court had deleted the requirement of a minimum age of 35 years for entry into the Higher Judicial Service, the High Court has set right the rule so as to bring it into conformity with the recommendations of the Shetty Commission. The deletion of the minimum age requirement of 35 years in 2019 may have been



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guided by the need to attract a larger pool of applicants to DHJS. But the reinstatement of a minimum age requirement of 35 years is a matter of policy. This conforms to the recommendation of the Shetty Commission. Hence, there is no valid basis for this Court to hold that the requirement that a candidate for the DHJS should be at least thirty-five years of age is invalid. We do not find any merit in the challenge which has been urged on behalf of the appellants to that extent.

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29. In order to obviate any further litigation and uncertainty, we permit the High Court as a one-time measure to allow those candidates who were within the age cut-off of 45 years during the recruitment years 2020 and 2021 to participate in the ensuing DHJS examinations.

30. For the Delhi Higher Judicial Service, the last date for the receipt of applications shall stand extended to 26-3-2022 while the examination shall be held on 3-4-2022, in those terms as stated before this Court by Senior Counsel representing the High Court.”

Relying on the aforesaid, it has been contended that in the present case as well, the respondents can give one time relaxation with respect to the age eligibility to the petitioners, especially keeping in view the aforesaid stand taken by them as pointed out herein-before.

46. Reliance was also placed on the following paragraph of judgment in *Najma v. State (NCT of Delhi)*¹²:

“98. A perusal of all these news reports preceding the announcement made by the CM, would reveal that the city of Delhi witnessed a massive human issue, in which labourers, blue-collar workers, construction workers, etc. who were employed in various construction projects, commercial establishments, factories, godowns, weekly markets, etc. had all started leaving Delhi. A large number of such people also lost their employment due to the shutting

¹² (2021) 4 HCC (Del) 584



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down of these establishments. Various facilities, schemes and ex gratia payments were announced by governmental authorities, both at the Centre and the State level, during this period. These included provision of free food, shelter and transportation, ex gratia payments, etc. It is in this context that the promise was made by the CM that there would be reimbursement to the landlords, if the tenants do not pay the rent. The speech, which was under the premise that Covid-19 may be over within two-three months, shows that the words used were आश्वासन (assurance or promise) and भुगतान (reimbursement) for the landlords, on behalf of the tenants.

99. The effect of the above assurance and promise made by the CM in curbing the movement of migrants/labourers, etc. cannot be estimated at this point. However, the question is as to whether the said promise is a legally enforceable one, and if so, in what manner.

100. The principles governing the doctrines of legitimate expectation and promissory estoppel are well settled. Both these doctrines primarily recognise the role of the State or the governmental authorities vis-à-vis the public. They are a reflection of the legal recognition being accorded to the trust that citizens repose on promises/assurances/representations which are made by constitutional functionaries and governmental authorities, especially in times of distress. The *raison d'être* for granting recognition to such assurances/promises/representations, is that such functionaries and authorities, who are either elected to public positions or who hold positions of power, are answerable to the people, especially once they undertake or agree to do or not to do a particular thing.

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109. In the present case, in the backdrop of the commitment made, it is not the positive decision-making which is arbitrary, but the lack of decision-making or indecision, which this Court holds to be contrary to law. Once the CM had made a solemn assurance, there was a duty cast on the Gncd to take a stand as to whether to enforce the said promise or not, and if so on what grounds or on the basis of what reasons. The Supreme Court has recognised and granted relief in the context of commercial matters such as tax exemptions, grant of incentives, etc. In the present case, the nature of rights are of even greater importance as they relate to the right to shelter during a pandemic. In the context of upholding fundamental rights, the principles of legitimate expectation have to be accorded a higher



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pedestal and the burden on the authority concerned not to honour the same, is even higher.

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120. In this background, this Court is of the opinion that the promise/assurance/representation given by the CM clearly amounts to an enforceable promise, the implementation of which ought to be considered by the Government. Good governance requires that promises made to citizens, by those who govern, are not broken, without valid and justifiable reasons.

121. While holding that the assurance/promise given by the CM is enforceable, both on the basis of the doctrines of promissory estoppel and legitimate expectation, the relief would have to be moulded keeping in mind the various factors as set out below:

- Firstly, the assurance given by the CM has to be considered by the Government and a decision has to be taken whether to implement or not implement the same;
- Secondly, the bona fides of the said petitioners need to be verified. The material particulars in respect of each of the petitioners, the premises which they have either rented out or have taken on rent, the amounts which they had paid during the lockdown period, the loans which have been taken, etc. would need to be verified. Further, owing to the decision of the learned Division Bench in Gaurav Jain case [Gaurav Jain v. Union of India, 2020 SCC OnLine Del 652] this Court is also concerned about the bona fides of the petitioners themselves owing to the lack of material particulars.
- The pleadings in the present case, especially the rejoinder, also gives an impression to this Court that the intention is to sensationalise the issue rather than to actually seek redressal of a grievance.”

On the basis of the aforesaid it was argued that the respondents in their communication have time and again maintained their stand that the waiting list in pursuance of the interim order dated 21.07.2020 passed by this court stands frozen and the same would be subject to the outcome of the present proceedings. Further, in the aforesaid communication it was a promise held



out to the petitioners that seniority would be maintained and on the basis of such holding out to them, the petitioners had not availed of any other opportunity of resettlement under any other Scheme provided by the DGR.

47. Reliance was also placed on *Pasupuleti Venkateswarlu v. Motor and General Traders*¹³:-

“5. The law we have set out is of ancient vintage. We will merely refer to *Lachmeshwar Prasad Shukul v. Keshwar Lal Chaudhuri* [AIR 1941 FC 5 : 1940 FCR 84] which is a leading case on the point. Gwyer, C.J., in the above case, referred to the rule adopted by the Supreme Court of the United States in *Patterson v. State of Alabama* [294 US 600, 607] :

“We have frequently held that in the exercise of our appellate jurisdiction we have power not only to correct error in the judgment under review but to make such disposition of the case as justice requires. And in determining what justice does require, the Court is bound to consider any change, either in fact or in law, which has supervened since the judgment was entered.”

and said that that view of the Court's powers was reaffirmed once again in the then recent case of *Minnesota v. National Tea Co.* [309 US 551, 555] . Sulaiman, J., in the same case [*Lachmeshwar Prasad Shukla v. Keshwar Lal Chaudhuri*, (supra)] relied on English cases and took the view that an appeal is by way of a re-hearing and the Court may make such order as the Judge of the first instance could have made if the case had been heard by him at the date on which the appeal was heard (emphasis, ours). Varadachariar, J. dealt with the same point a little more comprehensively. We may content ourselves with excerpting one passage which brings out the point luminously (at p. 103):

“It is also on the theory of an appeal being in the nature of a re-hearing that the courts in this country have in numerous cases recognized that in moulding the relief to be granted in a case on appeal, the court of appeal is entitled to take into account even facts

¹³ (1975) 1 SCC 770



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and events which have come into existence after the decree appealed against.”

6. The High Court, in this case, in the concluding stages slightly self-contradicted itself and observed: “the civil revision petition cannot be entertained” and proceeded further to state: “it will not be desirable that I should exercise my discretion in directing an amendment of the petition”. In conclusion, the Court did interfere in revision by setting aside the order of remittal to the Rent Controller and dismissing the eviction petition, leaving the near decade-old litigation to be reopened in a fresh unending chapter of forensic fight. The learned Judge gave little comfort to the litigant who had come with a proved case of bona fide requirement to start his own business by his obscure observation:

“If so advised the petitioner may seek to obtain such relief as may be open to him by filing a fresh petition under the appropriate provision of the Act, in view of the subsequent event of his having come into possession of a portion of the building.”

We think it unfair to drive parties to a new litigation of unknown duration but direct, in the special circumstances of the case (which are peculiar) that: (a) the revision before the High Court shall stand dismissed; (b) the Rent Controller will take note of the subsequent development disabling the landlord from seeking eviction on which there is already an adverse finding by the High Court; (c) the landlord be allowed to amend his petition if he has a case for eviction on any other legally permissible ground; and (d) the parties be given fair and full opportunity to file additional pleadings and lead evidence thereon. But we make it clear that the subsequent event that the petitioner had come by a non-residential accommodation of his own in the same town having been found by the High Court, cannot be canvassed over again. That finding of legal disability cannot be reopened. We keep open for enquiry only grounds, if any, which may reasonably be permitted by amendment if they are of any relevance or use for eviction.”

Relying on the aforesaid judgment, it was argued on behalf of the petitioners that this Court can mould the reliefs on account of supervening event i.e. execution of fresh MoU between CIL and DGR in the present case.



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48. Further, reliance is also placed on *Nitesh Kumar and Ors. v. Union of India and Anr.*¹⁴ and in particular on the following paragraphs:-

“3. According to petitioners, the last drive to fill up the post of Sepoy Pharma was undertaken by the respondents in the year 2019 and appointments were made. Thereafter, an advertisement was notified on 01.02.2021 for the year 2020-2021 for recruitment to the said post for different zones and many of the petitioners had applied for the same. However, thereafter an Addendum for cancellation of the recruitment process under the said advertisement was issued by the respondents. Thereafter, another advertisement dated 14.07.2021 was notified by the respondents, however, vide their notifications dated 26.08.2021 and 07.09.2021, the said recruitment process was postponed and thereafter, nothing was notified in respect of the advertisement dated 14.07.2021.

4. The petitioners claim that after a period of three years, the advertisement dated 16.02.2023 has been notified inviting applications to the post of Sepoy Pharma and the upper age limit prescribed for the said post is 19 to 25 years. The petitioners have averred that arbitrarily no recruitment drive has been conducted by the respondents and by now, petitioners have become over aged and turned ineligible to apply for the post of Sepoy Pharma.

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12. Upon hearing learned counsel for the parties and on perusal of the material on record we find that the undisputed position is that the appointment to the post of Sepoy Pharma in Indian Army was last made in the year 2019 and thereafter, an advertisement dated 01.02.2021 for the year 2020-2021 was notified, however, the same was cancelled by the respondents. Thereafter, another advertisement dated 14.07.2021 was also notified by the respondents but the said recruitment process was postponed vide notifications dated 26.08.2021 and 07.09.2021. But the fact remains that appointments to the post of Sepoy Pharma in Indian Army for the years 2020, 2021 and 2022 have not been made and even the respondents have failed to post these vacancies on the National Career Services in a timely manner, as has been mandated by the DoPT vide Office Memorandums dated dated 13.06.2016; 23.06.2016; 02.11.2016 and

¹⁴ 2023 SCC OnLine Del 1542



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23.12.2016. The reason put forth by the respondents for not carrying out the recruitment process during the years 2020 till 2021 is due to Covid-19 pandemic.

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14. This Bench while relying upon the aforesaid judgment of the Supreme Court in *High Court of Delhi v. Devina Sharma* (Supra), in W.P.(C) No. 90/2023, titled as *Sachin v. Central Reserve Police Force*, decided on 20.01.2023, has relaxed the upper age limit of candidates to appear in the examination for the post of Head Constable (Ministerial) conducted by the CRPF after a lapse of approximately six years.

15. Having no difference of opinion than the one rendered earlier in *Sachin* (Supra) in the light of the fact that candidates, such like petitioners herein, who have been aspiring to join Indian Army on the post of Sepoy Pharma, but have not been able to pursue their dreams due to non-advertisement of the vacancies and have turned over aged, in the interest of justice cannot be deprived to appear in the examination if they fulfill other eligibility criteria.”

49. Reliance is also placed on *Motilal Padampat Sugar Mills Co. Ltd. v. State of U.P.*¹⁵ and in particular on the following paragraphs:-

“19. When we turn to the Indian law on the subject it is heartening to find that in India not only has the doctrine of promissory estoppel been adopted in its fullness but it has been recognized as affording a cause of action to the person to whom the promise is made. The requirement of consideration has not been allowed to stand in the way of enforcement of such promise. The doctrine of promissory estoppel has also been applied against the Government and the defence based on executive necessity has been categorically negated. It is remarkable that as far back as 1880, long before the doctrine of promissory estoppel was formulated by Denning, J., in England, a Division Bench of two English Judges in the Calcutta High Court applied the doctrine of promissory estoppel and recognised a cause of action founded upon it in the *Ganges Manufacturing Co. v. Sourujmull* [(1880) ILR 5 Cal 669 : 5 CLR 533]. The doctrine of promissory estoppel was also applied against

¹⁵ (1979) 2 SCC 409



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the Government in a case subsequently decided by the Bombay High Court in *Municipal Corporation of Bombay v. Secretary of State* [(1905) ILR 29 Bom 580 : 7 Bom LR 27] .

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24. This Court finally, after referring to the decision in the *Ganges Manufacturing Co. v. Sourujmull*, *Municipal Corporation of the City of Bombay v. Secretary of State for India and Collector of Bombay v. Municipal Corporation of the City of Bombay* summed up the position as follows:

“Under our jurisprudence the Government is not exempt from liability to carry out the representation made by it as to its future conduct and it cannot on some undefined and undisclosed ground of necessity or expediency fail to carry out the promise solemnly made by it, nor claim to be the Judge of its own obligation to the citizen on an ex parte appraisalment of the circumstances in which the obligation has arisen.”

The law may, therefore, now be taken to be settled as a result of this decision, that where the Government makes a promise knowing or intending that it would be acted on by the promisee and, in fact, the promisee, acting in reliance on it, alters his position, the Government would be held bound by the promise and the promise would be enforceable against the Government at the instance of the promisee, notwithstanding that there is no consideration for the promise and the promise is not recorded in the form of a formal contract as required by Article 299 of the Constitution. It is elementary that in a republic governed by the rule of law, no one, howsoever high or low, is above the law. Everyone is subject to the law as fully and completely as any other and the Government is no exception. It is indeed the pride of constitutional democracy and rule of law that the Government stands on the same footing as a private individual so far as the obligation of the law is concerned : the former is equally bound as the latter. It is indeed difficult to see on what principle can a Government, committed to the rule of law, claim immunity from the doctrine of promissory estoppel. Can the Government say that it is under no obligation to act in a manner that is fair and just or that it is not bound by considerations of “honesty and good faith”? Why should the Government not be held to a high “standard of rectangular rectitude while dealing with its citizens”? There was a time when the doctrine of executive necessity was regarded as



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sufficient justification for the Government to repudiate even its contractual obligations; but, let it be said to the eternal glory of this Court, this doctrine was emphatically negated in the Indo-Afghan Agencies case and the supremacy of the rule of law was established. It was laid down by this Court that the Government cannot claim to be immune from the applicability of the rule of promissory estoppel and repudiate a promise made by it on the ground that such promise may fetter its future executive action. If the Government does not want its freedom of executive action to be hampered or restricted, the Government need not make a promise knowing or intending that it would be acted on by the promisee and the promisee would alter his position relying upon it. But if the Government makes such a promise and the promisee acts in reliance upon it and alters his position, there is no reason why the Government should not be compelled to make good such promise like any other private individual. The law cannot acquire legitimacy and gain social acceptance unless it accords with the moral values of the society and the constant endeavour of the Courts and the legislature, must, therefore, be to close the gap between law and morality and bring about as near an approximation between the two as possible. The doctrine of promissory estoppel is a significant judicial contribution in that direction. But it is necessary to point out that since the doctrine of promissory estoppel is an equitable doctrine, it must yield when the equity so requires. If it can be shown by the Government that having regard to the facts as they have transpired, it would be inequitable to hold the Government to the promise made by it, the Court would not raise an equity in favour of the promisee and enforce the promise against the Government. The doctrine of promissory estoppel would be displaced in such a case because, on the facts, equity would not require that the Government should be held bound by the promise made by it. When the Government is able to show that in view of the facts as have transpired since the making of the promise, public interest would be prejudiced if the Government were required to carry out the promise, the Court would have to balance the public interest in the Government carrying out a promise made to a citizen which has induced the citizen to act upon it and alter his position and the public interest likely to suffer if the promise were required to be carried out by the Government and determine which way the equity lies. It would not be enough for the Government just to say that public interest requires that the Government should not be compelled to carry out the promise or that



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the public interest would suffer if the Government were required to honour it. The Government cannot, as Shah, J., pointed out in the Indo-Afghan Agencies case, claim to be exempt from the liability to carry out the promise “on some indefinite and undisclosed ground of necessity or expediency”, nor can the Government claim to be the sole Judge of its liability and repudiate it “on an ex parte appraisal of the circumstances”. If the Government wants to resist the liability, it will have to disclose to the Court what are the facts and circumstances on account of which the Government claims to be exempt from the liability and it would be for the Court to decide whether those facts and circumstances are such as to render it inequitable to enforce the liability against the Government. Mere claim of change of policy would not be sufficient to exonerate the Government from the liability : the Government would have to show what precisely is the changed policy and also its reason and justification so that the Court can judge for itself which way the public interest lies and what the equity of the case demands. It is only if the Court is satisfied, on proper and adequate material placed by the Government, that overriding public interest requires that the Government should not be held bound by the promise but should be free to act unfettered by it, that the Court would refuse to enforce the promise against the Government. The Court would not act on the mere ipse dixit of the Government, for it is the Court which has to decide and not the Government whether the Government should be held exempt from liability. This is the essence of the rule of law. The burden would be upon the Government to show that the public interest in the Government acting otherwise than in accordance with the promise is so overwhelming that it would be inequitable to hold the Government bound by the promise and the Court would insist on a highly rigorous standard of proof in the discharge of this burden. But even where there is no such overriding public interest, it may still be competent to the Government to resile from the promise “on giving reasonable notice, which need not be a formal notice, giving the promisee a reasonable opportunity of resuming his position” provided of course it is possible for the promisee to restore status quo ante. If, however, the promisee cannot resume his position, the promise would become final and irrevocable. Vide Emmanuel Avodeji Ajaye v. Briscoe [(1964) 3 All ER 556 : (1964) 1 WLR 1326].”



50. Reliance was also placed upon the judgment of this Court in *W.P.(C) 1530/2016* titled as *Brig. (Retd.) Rakesh Katyal vs. UOI and Anr.*, wherein, the learned Single Judge *vide* order 20.07.2017, in the peculiar circumstances of the case and on the concession given by the respondents therein, allowed the petitioners therein to be appointed as a Director of ESM Cos. even after becoming overage i.e. after 60 years of age.

51. During the course of arguments, this Court *vide* order dated 10.09.2025 directed DGR to obtain instructions with respect to their stand that irrespective of the process being initiated after the allotment, the sponsorship will not be given if the concerned candidate who has crossed the age of 60 years (becomes overage). In pursuance thereof, DGR had taken a categorical stand that sponsorship by DGR takes place only after successful completion of all 5 stages (Clauses 27 to 35 of the guideline). It was also submitted that the eligibility is reckoned only at the time of sponsorship and not at the time of registration or after the completion of feasible studies. It was reiterated that at the time of sponsorship the concerned ESM officer must meet the age eligibility criteria i.e. for the officer at the rank of brigadier and equivalent at the age of 60 years and for officers of Major General and equivalent and above is 62 years. Thus, as per the policy, even if the officer becomes overage, during any of the 5 stages i.e. prior to the stage of sponsorship, he cannot be sponsored by DGR to the CIL Subsidiaries. So far as the tenure period of 5 year is concerned, it was pointed out that the same is only with respect to the ESM Cos. and not the individual ESMs, who applied by way of registration. Thus, in other words, only if the company has been sponsored by the DGR to the CIL Subsidiaries, the tenure of the said company would be 5



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years extendable by 4 years and not the individual ESMs, who are on the waitlist.

52. Learned counsel for the DGR relied upon the Hon'ble Supreme Court judgment in *Indian Oil Corpn. Ltd. v. Kerala SRTC*¹⁶, and in particular on the following paragraph:

“16. Such policy decisions are not amenable to judicial review. In *State of Rajasthan v. J.K. Udaipur Udyog Ltd.* [*State of Rajasthan v. J.K. Udaipur Udyog Ltd.*, (2004) 7 SCC 673] , this Court has observed that exemption is a privilege. In fiscal matters the concession granted by the State Government to the beneficiaries cannot confer upon them legally enforceable right against the Government to grant a concession, except to enjoy the benefits of the concession during the period of its grant. Enjoyment is defeasible one and can be taken away in exercise of very power under which such exemption was granted. This Court observed: (SCC pp. 688-89, para 25)”

It is submitted by the learned counsel for DGR that eligibility age of the ESMs are as per the policy guidelines drafted by the competent authority and therefore the same are not open to the petitioner for review.

53. Reliance is also placed on *Census Commr. v. R. Krishnamurthy*¹⁷, and on the following paragraphs of the said judgment:-

“25. Interference with the policy decision and issue of a mandamus to frame a policy in a particular manner are absolutely different. The Act has conferred power on the Central Government to issue notification regarding the manner in which the census has to be

¹⁶ (2018) 12 SCC 518

¹⁷ (2015) 2 SCC 796



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carried out and the Central Government has issued notifications, and the competent authority has issued directions. It is not within the domain of the court to legislate. The courts do interpret the law and in such interpretation certain creative process is involved. The courts have the jurisdiction to declare the law as unconstitutional. That too, where it is called for. The court may also fill up the gaps in certain spheres applying the doctrine of constitutional silence or abeyance. But, the courts are not to plunge into policy-making by adding something to the policy by way of issuing a writ of mandamus. There the judicial restraint is called for remembering what we have stated in the beginning. The courts are required to understand the policy decisions framed by the executive. If a policy decision or a notification is arbitrary, it may invite the frown of Article 14 of the Constitution. But when the notification was not under assail and the same is in consonance with the Act, it is really unfathomable how the High Court could issue directions as to the manner in which a census would be carried out by adding certain aspects. It is, in fact, issuance of a direction for framing a policy in a specific manner.”

54. Further, reliance is placed on the judgment of the Hon’ble Division Bench of this Court in *W.P.(C) 3683/2022* dated 21.12.2023 titled *Aakash Goel v. Department of Social Welfare Delhi Govt.*:

“10. This Court acknowledges the concerns articulated by the Petitioners regarding the cap on the beneficiaries under the Rules, but these apprehensions alone cannot be the basis for judicial intervention. It is essential to highlight that the Rules in question do not emanate from any statute. It is fundamentally a policy decision, which is borne out of executive decisions, and hence, the Court’s ambit to intercede is circumscribed, unless there emerges a manifest arbitrariness or unreasonableness. In our assessment, the contention of the Petitioners – that a sub-class has been arbitrarily created due to the accommodation of only a specified number of applicants by the Government – does not hold substantial weight as no subclass has been created and the mechanism for admitting applications does not discriminate against any particular group or individual. Furthermore, the eligibility criteria set forth by the Rules is uniformly applied to all applicants, and by effect, the cap is applied homogenously too, ensuring equitable treatment in assessing qualification for financial assistance. This consistent and uniform



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application of eligibility criteria reinforces lack of arbitrariness. GNCTD has adopted a first-come first-serve approach, which maintains fairness and uniformity in the selection process, ensuring that the assistance is distributed to as many eligible individuals as possible within the established ceiling limit, without any partiality or bias. The uniform application of eligibility criteria, while unable to accommodate all, nonetheless, ensures a methodical and equitable distribution of available resources to a significant number of beneficiaries.

11. We also understand that any limitation on the number of beneficiaries would naturally lead to the exclusion of some individuals who are in need. However, such exclusions, while unfortunate, do not automatically translate to arbitrariness or unconstitutionality. The policy decisions are often set by assessing various factors such as the available resources, financial constraints, equitable distribution of aid etc. Governments operate on limited budgets. Allocating funds to one scheme might mean diverting them from another equally crucial project. The cap could be an attempt to balance multiple needs with finite resources. In view of these considerations, we are not inclined to interfere in this policy decision and quash the cap on the number of beneficiaries.”

55. Reliance is placed on Hon’ble High Court of Orissa: Cuttack judgment dated 02.05.2018 in W.P.(C) 20052 of 2016 titled *Col. Amulya Kumar Panda v. Union of India and Ors.* and on the following paragraphs:-

“It is settled position of law that the terms and conditions of a contract is binding upon the parties and after accepting it the same cannot be assailed.

The petitioner’s case is not that the terms of contract is against any statutory provision and it cannot be for the reason that the work to provide security services is by way of compassion shown to the ex-servicemen and it is settled that compassion cannot be taken as a matter of right.

This court, has come across the fact that due to non-sponsorship of the agencies by the DGR the petitioner was allowed



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to provide service even after completion of the period of two years but it is evident from Annexure-B/3 that the other security agencies have been sponsored by DGR to provide security services before the Power Grid Corporation Ltd., as such the petitioner now cannot seek direction from this court to extend the terms of the contract by rewriting the terms of contract, reference in this regard may be made to the judgment rendered by Hon'ble Apex Court in the case of Life Insurance Corporation of India and Another Vrs. Smt. S. Sindhu, reported in (2006) 5 SCC 258 (para-8)"

56. Reliance was also placed on the judgment of Hon'ble High Court of Madras in *S. Rajendiran V. Chief Secretary to Government and Others*¹⁸ and particularly on the following paragraph:

"3. The learned Single Judge concluded that a mandamus will not lie unless there is a legal right and that the matter of granting age relaxation is purely a matter of discretion."

57. Further, reliance is placed on the judgment of High Court of Chhattisgarh in *W.P.(C) 2208/2021 dated 23.07.2021 titled as "Surinder Kumar Rana Security Agency v. Union of India and Ors."* and in particular on the following paragraph:

"27. For the foregoing reasons, we do not find any arbitrariness or unreasonableness in the decision taken by respondent No.5-employer/awarder of contract regarding insertion of condition that age of proprietor of sponsored security services agency should be below 58 years on the date of submission of bid."

58. The aforesaid issue, *i.e.*, whether the petitioners in the present writ petitions should be allowed to retain their seniority in the new list which

¹⁸ 2021 SCC OnLine Mad 10



would be introduced in pursuance of the new MoU executed between CIL and DGR, would also include directions to DGR to extend the eligibility of these petitioners for a certain period despite them attaining the age of 60 or 62 as the case may be. As pointed out hereinbefore, the petitioners, in terms of policy formulated by DGR, had to register themselves on the portal for consideration of their possible allocation. It is duly noted that registration itself does not guarantee allocation of any coal transportation work. As per the data placed on record by DGR, the last allocation of work in terms of the seniority rules was done on 27.12.2018. In these circumstances, there is nothing on record that the petitioners at the time when the MoU was rescinded by CIL on 26.06.2020, there was any identifiable project which would be allocated to the persons on the wait list. It is also come on record that as per the policy of DGR, even if, an eligible ESM is awarded the coal transportation work and at the time of final sponsorship, said ESM has crossed the age limit then also, he shall not be eligible. Admittedly, the policy has not been challenged. Learned counsel for the petitioners have strenuously argued that, even if the policy is not being challenged, on account of supervening circumstances during the pendency of the present petition, this Court under writ jurisdiction can mould the reliefs of the petitioners by relaxing the eligibility criteria for certain period and maintain their seniority in the waiting list. Learned counsel for the petitioners have strenuously argued on the principle of promissory estoppel and legitimate expectation in order to buttress their arguments with respect to the aforesaid relief.

59. The allocation of coal transportation work, as pointed out hereinbefore, is governed by the guidelines of DGR. The petitioners or such other ESM by



registering with DGR, as per eligibility criteria, do not achieve a vested right for such allocation. The entire process is dependent upon requisition being made by CIL with no role of DGR with regard to the same. Thus, in order words, registration of petitioners or such other persons does not create any right for any allocation. It is only when a decision in commercial interest is taken by CIL or its subsidiaries, then, the process of allocation in terms of the rules would be initiated.

60. At this stage, it will be apposite to refer to the judgment of the Hon'ble Supreme Court in **State of Rajasthan and Others v. Sharwan Kumar Kumawat and others**¹⁹. In the said judgment, Hon'ble Supreme Court while dealing with the question of vested right and legitimate expectation in case of application invited for leasing out minor minerals by the State of Rajasthan, had observed and held as under: -

“Vested right

17. It is far too settled that there is no right vested over an application made which is pending seeking lease of a government land or over the minerals beneath the soil in any type of land over which the government has a vested right and regulatory control. In other words, a mere filing of an application ipso facto does not create any right. The power of the Government to amend, being an independent one, pending applications do not come in the way. For a right to be vested there has to be a statutory recognition. Such a right has to accrue and any decision will have to create the resultant injury. When a decision is taken by a competent authority in public interest by evolving a better process such as auction, a right, if any, to an applicant seeking lease over a government land evaporates on its own. An applicant cannot have an exclusive right in seeking a grant of licence of a mineral unless facilitated accordingly by a statute : (*Hind Stone [State of T.N. v. Hind Stone*, (1981) 2 SCC 205] , SCC pp. 219-20, para 13)

¹⁹ (2023) 20 SCC 747



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“13. Another submission of the learned counsel in connection with the consideration of applications for renewal was that applications made sixty days or more before the date of GOMs No. 1312 (2-12-1977) should be dealt with as if Rule 8-C had not come into force. It was also contended that even applications for grant of leases made long before the date of GOMs No. 1312 should be dealt with as if Rule 8-C had not come into force. The submission was that it was not open to the government to keep applications for the grant of leases and applications for renewal pending for a long time and then to reject them on the basis of Rule 8-C notwithstanding the fact that the applications had been made long prior to the date on which Rule 8-C came into force. *While it is true that such applications should be dealt with within a reasonable time, it cannot on that account be said that the right to have an application disposed of in a reasonable time clothes an applicant for a lease with a right to have the application disposed of on the basis of the rules in force at the time of the making of the application. No one has a vested right to the grant or renewal of a lease and none can claim a vested right to have an application for the grant or renewal of a lease dealt with in a particular way, by applying particular provisions. In the absence of any vested rights in anyone, an application for a lease has necessarily to be dealt with according to the rules in force on the date of the disposal of the application despite the fact that there is a long delay since the making of the application. We are, therefore, unable to accept the submission of the learned counsel that applications for the grant of renewal of leases made long prior to the date of GOMs No. 1312 should be dealt with as if Rule 8-C did not exist.*”

(emphasis supplied)

Fundamental right

18. The question of applicants not having fundamental right in mining is no longer *res integra*, *Monnet Ispat & Energy Ltd. v. Union of India* [*Monnet Ispat & Energy Ltd. v. Union of India*, (2012) 11 SCC 1] may shed some light : (SCC pp. 81-82, para 133)

“No fundamental right in mining



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133. The appellants have applied for mining leases in a land belonging to the Government of Jharkhand (erstwhile Bihar) and it is for iron ore which is a mineral included in Schedule I to the 1957 Act in respect of which no mining lease can be granted without the prior approval of the Central Government. *It goes without saying that no person can claim any right in any land belonging to the Government or in any mines in any land belonging to the Government except under the 1957 Act and the 1960 Rules. No person has any fundamental right to claim that he should be granted mining lease or prospecting licence or permitted reconnaissance operation in any land belonging to the Government. It is apt to quote the following statement of O. Chinnappa Reddy, J. in Hind Stone [State of T.N. v. Hind Stone, (1981) 2 SCC 205] (SCC p. 213, para 6) albeit in the context of minor mineral,*

‘6. ... The public interest which induced Parliament to make the declaration contained in Section 2 ... has naturally to be the paramount consideration in all matters concerning the regulation of mines and the development of minerals.’

He went on to say : (Hind Stone case [State of T.N. v. Hind Stone, (1981) 2 SCC 205] , SCC p. 217, para 10)

‘10. ... The statute with which we are concerned, the Mines and Minerals (Development and Regulation) Act, is aimed ... at the conservation and the prudent and discriminating exploitation of minerals. Surely, in the case of a scarce mineral, to permit exploitation by the State or its agency and to prohibit exploitation by private agencies is the most effective method of conservation and prudent exploitation. If you want to conserve for the future, you must prohibit in the present.’ ”

(emphasis supplied)

Legitimate expectation

19. Legitimate expectation is a weak and sober right as ordained by a statute. When the Government decides to introduce fair play by way of auction facilitating all eligible persons to contest on equal terms, certainly one cannot contend that he is entitled for a lease merely on the basis of a pending application. The right being not legal, apart from being non-



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existent, it can certainly not be enforceable. The principle of law on these aspects, as settled decades ago in *State of T.N. v. Hind Stone* [*State of T.N. v. Hind Stone*, (1981) 2 SCC 205] , is being reiterated from time to time. (*Monnet Ispat & Energy* [*Monnet Ispat & Energy Ltd. v. Union of India*, (2012) 11 SCC 1] , SCC pp. 106 & 110, paras 183 & 188)

“Principles of legitimate expectation

183. As there are parallels between the doctrines of promissory estoppel and legitimate expectation because both these doctrines are founded on the concept of fairness and arise out of natural justice, it is appropriate that the principles of legitimate expectation are also noticed here only to appreciate the case of the appellants founded on the basis of the doctrines of promissory estoppel and legitimate expectation.

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188. It is not necessary to multiply the decisions of this Court. Suffice it to observe that the following principles in relation to the doctrine of legitimate expectation are now well established:

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188.3. Where the decision of an authority is founded in public interest as per executive policy or law, the court would be reluctant to interfere with such decision by invoking the doctrine of legitimate expectation. The legitimate expectation doctrine cannot be invoked to fetter changes in administrative policy if it is in the public interest to do so.

188.4. The legitimate expectation is different from anticipation and an anticipation cannot amount to an assertable expectation. Such expectation should be justifiable, legitimate and protectable.

188.5. The protection of legitimate expectation does not require the fulfilment of the expectation where an overriding public interest requires otherwise. In other words, personal benefit must give way to public interest and the doctrine of legitimate expectation would not be invoked which could block public interest for private benefit.”

(emphasis supplied)



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20. Kerala State Beverages (M&M) Corpn. Ltd. v. P.P. Suresh [Kerala State Beverages (M&M) Corpn. Ltd. v. P.P. Suresh, (2019) 9 SCC 710 : (2019) 2 SCC (L&S) 821] : (SCC pp. 719-20, paras 14-20)

“B. *Legitimate expectation*

14. The main argument on behalf of the respondents was that the Government was bound by its promise and could not have resiled from it. They had an infeasible legitimate expectation of continued employment, stemming from the Government Order dated 20-2-2002 which could not have been withdrawn. It was further submitted on behalf of the respondents that they were not given an opportunity before the benefit that was promised, was taken away. To appreciate this contention of the respondents, it is necessary to understand the concept of legitimate expectation.

15. The principle of legitimate expectation has been recognised by this Court in *Union of India v. Hindustan Development Corpn.* [*Union of India v. Hindustan Development Corpn.*, (1993) 3 SCC 499] If the promise made by an authority is clear, unequivocal and unambiguous, a person can claim that the authority in all fairness should not act contrary to the promise.

16. *M. Jagannadha Rao, J. elaborately elucidated on legitimate expectation in Punjab Communications Ltd. v. Union of India* [*Punjab Communications Ltd. v. Union of India*, (1999) 4 SCC 727] . He referred (at SCC pp. 741-42, para 27) to the judgment in *Council of Civil Service Unions v. Minister for the Civil Service* [*Council of Civil Service Unions v. Minister for the Civil Service*, 1985 AC 374 : (1984) 3 WLR 1174 (HL)] in which Lord Diplock had observed that for a legitimate expectation to arise, the decisions of the administrative authority must affect the person by depriving him of some benefit or advantage which : (*Punjab Communications case* [*Punjab Communications Ltd. v. Union of India*, (1999) 4 SCC 727] , SCC p. 742, para 27)

‘27. ... (i) he had in the past been permitted by the decision-maker to enjoy and which he can legitimately expect to be permitted to continue to do until there have been communicated to him some rational grounds for withdrawing it on which he has been given an opportunity to comment; or



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(ii) *he has received assurance from the decision-maker that they will not be withdrawn without giving him first an opportunity of advancing reasons for contending that they should not be withdrawn.*' (AC p. 408)

17. Rao, J. observed in this case, that the *procedural* part of legitimate expectation relates to a representation that a hearing or other appropriate procedure will be afforded before the decision is made. The *substantive* part of the principle is that if a representation is made that a benefit of a substantive nature will be granted or if the person is already in receipt of the benefit, that it will be continued and not be substantially varied, then the same could be enforced.

18. *It has been held by R.V. Raveendran, J. in Ram Pravesh Singh v. State of Bihar [Ram Pravesh Singh v. State of Bihar, (2006) 8 SCC 381 : 2006 SCC (L&S) 1986] that legitimate expectation is not a legal right. Not being a right, it is not enforceable as such. It may entitle an expectant : (SCC p. 391, para 15)*

'15. ... (a) to an opportunity to show cause before the expectation is dashed; or

(b) to an explanation as to the cause for denial. In appropriate cases, the courts may grant a direction requiring the authority to follow the promised procedure or established practice.'

Substantive Legitimate Expectation

19. *An expectation entertained by a person may not be found to be legitimate due to the existence of some countervailing consideration of policy or law. [H.W.R. Wade & C.F. Forsyth : Administrative Law (Eleventh Edn., Oxford University Press, 2014).] Administrative policies may change with changing circumstances, including changes in the political complexion of Governments. The liberty to make such changes is something that is inherent in our constitutional form of Government. [Hughes v. Deptt. of Health & Social Security, 1985 AC 776, 788 : (1985) 2 WLR 866 (HL).]*

20. *The decision-makers' freedom to change the policy in public interest cannot be fettered by applying the principle of substantive legitimate expectation. [Findlay, In re, 1985 AC 318 : (1984) 3 WLR 1159 (HL).] So long as the Government does not act in an arbitrary or in an unreasonable manner, the change in policy does not call for interference by judicial review on the ground of a legitimate expectation of an individual or a group of individuals being defeated."*



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(emphasis in original and supplied)

Legal malice

21. Though it is contended by the learned advocates appearing for the respondents that the impugned Rules have been brought forth only to nullify the effect of the judgments, as discussed, we do not think so. The appellants have duly complied with the orders passed. Even otherwise, law is quite settled that basis of a judgment can be removed and a decision of the court cannot be treated like a statute, particularly when power is available to act and it is accordingly exercised in public interest. In such view of the matter, we do not find any legal malice in the amendments. We wish to quote *Kalabharati Advertising v. Hemant Vimalnath Narichania* [*Kalabharati Advertising v. Hemant Vimalnath Narichania*, (2010) 9 SCC 437 : (2010) 3 SCC (Civ) 808] : (SCC pp. 448-49, para 25)

“Legal malice

25. The State is under obligation to act fairly without ill will or malice— in fact or in law. “Legal malice” or “malice in law” means something done without lawful excuse. It is an act done wrongfully and wilfully without reasonable or probable cause, and not necessarily an act done from ill feeling and spite. It is a deliberate act in disregard to the rights of others. Where malice is attributed to the State, it can never be a case of personal ill will or spite on the part of the State. It is an act which is taken with an oblique or indirect object. It means exercise of statutory power for ‘purposes foreign to those for which it is in law intended’. It means conscious violation of the law to the prejudice of another, a depraved inclination on the part of the authority to disregard the rights of others, which intent is manifested by its injurious acts. (Vide *ADM, Jabalpur v. Shivakant Shukla* [*ADM, Jabalpur v. Shivakant Shukla*, (1976) 2 SCC 521] ; *S.R. Venkataraman v. Union of India* [*S.R. Venkataraman v. Union of India*, (1979) 2 SCC 491 : 1979 SCC (L&S) 216] ; *State of A.P. v. Goverdhanlal Pitti* [*State of A.P. v. Goverdhanlal Pitti*, (2003) 4 SCC 739] ; *BPL Ltd. v. S.P. Gururaja* [*BPL Ltd. v. S.P. Gururaja*, (2003) 8 SCC 567] and *W.B. SEB v. Dilip Kumar Ray* [*W.B. SEB v. Dilip Kumar Ray*, (2007) 14 SCC 568 : (2009) 1 SCC (L&S) 860] .)”



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61. It is also well settled law that the Court in exercise of powers under Article 226 of the Constitution of India would not interfere with the policies of authorities, unless, it is found that the said policy is palpably arbitrary, *malafide*, irrational or violative of the statutory provisions. Hon'ble Supreme Court in **Yamuna Expressway Industrial Development Authority and Ors. v. Shakuntla Education and Welfare Society and Others**²⁰ observed that:-

“64. It is trite law that an interference with the policy decision would not be warranted unless it is found that the policy decision is palpably arbitrary, mala fide, irrational or violative of the statutory provisions. We are therefore of the considered view that the High Court was also not right in interfering with the policy decision of the State Government, which is in the larger public interest.”

62. Learned counsels for the petitioners have placed reliance on communication dated 20.06.2022 issued by DGR to the effect that the seniority list in terms of the interim order dated 21.07.2020 passed in **W.P.(C) 4380/2020** had been frozen. The interpretation of the aforesaid communication on behalf of the petitioners is that this would be taken as assurance given by DGR with regard to the maintainability of their seniority in the future allocation of the coal transportation work.

63. In the considered opinion of this Court, the aforesaid submission cannot be accepted. All that the DGR had stated in the said communication was that there is no registration happening after 30.06.2020 *i.e.*, the date when the MoU was rescinded by CIL. The said communication can in no way be interpreted to assume that the petitioners will continue to have their seniority despite being overage in terms of the eligibility criteria of the policy. It is trite

²⁰ (2022) 20 SCC 698



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law that the Doctrine of Promissory Estoppel cannot be invoked to compel an authority to give effect to representation or promise which is beyond its authority or power or against a statute. If something is impermissible by way of a policy or statute than the same cannot be validated by the authority. Hon'ble Supreme Court of India in **Ashok Kumar Maheshwari (Dr) v. State of U.P.**²¹ observed as under:-

“22. Whether a promissory estoppel, which is based on a “promise” contrary to law can be invoked has already been considered by this Court in *Kasinka Trading v. Union of India* [(1995) 1 SCC 274] as also in *Shabi Construction Co. v. City & Industrial Development Corpn.* [(1995) 4 SCC 301] wherein it is laid down that the rule of “promissory estoppel” cannot be invoked for the enforcement of a “promise” or a “declaration” which is contrary to law or outside the authority or power of the Government or the person making that promise.

23. Applying the above principles to the instant case, even if it is accepted that the State Government or the Director, Medical Education and Training, assured the appellant or any of his colleagues that they would be promoted to the posts of Lecturer, such a “promise” cannot be enforced against the respondents as the avenue of promotion for Demonstrators to the post of Lecturers was not provided either under the statute or any executive instruction. Moreover, if the post of Lecturer was filled up by promotion of Demonstrator, it would defeat the existing mode of recruitment, namely, that it can be filled up by direct recruitment only and not by promotion. It may also be stated that the appellant did not make any clear, sound and positive averment as to which officer of the Government, when and in what manner gave the assurance to the appellant or any of his colleagues that they would be promoted as Lecturers. It was also not stated that the appellant had, at any time, acting upon the promise, altered his position, in any manner, specially to his detriment. Bald pleadings cannot be made the foundation for invoking the doctrine of promissory estoppel.”

²¹ (1998) 2 SCC 502



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64. Learned counsels for the petitioners have also relied upon the principle of legitimate expectation on the ground that the policy in which they had registered was in existence for 40 years and the allocation work which was being awarded on the basis of seniority now cannot be unilaterally altered and in view of the interim order dated 21.07.2020 passed in ***W.P.(C) 4380/2020***, DGR cannot be permitted to deny them their legitimate seniority. The Hon'ble Supreme Court in ***Army Welfare Education Society, New Delhi v. Sunil Kumar Sharma and Others***²², while discussing the law on the subject of legitimate expectation, had observed and held as under: -

“(ii) Doctrine of legitimate expectation

58. During the course of the arguments, a submission was canvassed that the respondents were under a legitimate expectation that their service conditions and salary would not be unilaterally altered by the appellant Society to their disadvantage. Thus, as the respondents were neither consulted with nor taken in confidence by the appellant Society before effecting the changes in their service conditions, it amounted to a breach of their legitimate expectation, thereby making it a fit case for the exercise of writ jurisdiction by the High Court.

59. The doctrine of legitimate expectation was also referred to and relied upon by the Single Judge of the High Court as one of the reasons to allow the writ petition filed by the respondents. The relevant observations made by the Single Judge in the judgment and order dated 5-8-2014 [*Sunil Kumar Sharma v. Union of India*, 2014 SCC OnLine Utt 1865] are reproduced hereinbelow: (*Sunil Kumar Sharma case* [*Sunil Kumar Sharma v. Union of India*, 2014 SCC OnLine Utt 1865], SCC OnLine Utt para 28)

“28. We also have to appreciate the “legitimate expectations” of the petitioners who expect equity, fair play and justice, from a public authority which Respondents 2, 3 and 7 indeed are and, therefore, they must meet such standards as a public authority ought to have. The new management of the School, including

²² (2024) 16 SCC 598



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Respondents 2, 3 and 7 are hereby directed not to change or vary the conditions of the petitioners to their disadvantage.”

60. Before parting with the matter, we deem it necessary to answer the aforesaid submission of the respondents. This Court in *Union of India v. Hindustan Development Corpn.* [*Union of India v. Hindustan Development Corpn.*, (1993) 3 SCC 499] enunciated that the doctrine of legitimate expectation is a creature of public law aimed at combating arbitrariness in executive action by public authorities. It held thus: (SCC p. 540, para 28)

“28. Time is a threefold present: the present as we experience it, the past as a present memory and future as a present expectation. For legal purposes, the expectation cannot be the same as anticipation. It is different from a wish, a desire or a hope nor can it amount to a claim or demand on the ground of a right. However earnest and sincere a wish, a desire or a hope may be and however confidently one may look to them to be fulfilled, they by themselves cannot amount to an assertable expectation and a mere disappointment does not attract legal consequences. A pious hope even leading to a moral obligation cannot amount to a legitimate expectation. The legitimacy of an expectation can be inferred only if it is founded on the sanction of law or custom or an established procedure followed in regular and natural sequence. Again, it is distinguishable from a genuine expectation. Such expectation should be justifiably legitimate and protectable. Every such legitimate expectation does not by itself fructify into a right and therefore it does not amount to a right in the conventional sense.”

61. In *Ram Pravesh Singh v. State of Bihar* [*Ram Pravesh Singh v. State of Bihar*, (2006) 8 SCC 381 : 2006 SCC (L&S) 1986] , this Court explained the doctrine of legitimate expectation in detail as follows: (SCC pp. 390-391, para 15)

“15. What is legitimate expectation? Obviously, it is not a legal right. It is an expectation of a benefit, relief or remedy, that may ordinarily flow from a promise or established practice. The term “established practice” refers to a regular, consistent, predictable and certain conduct, process or activity of the decision-making authority. The expectation should be legitimate, that is, reasonable, logical and valid. Any expectation which is based on sporadic or casual or random acts, or which is unreasonable, illogical or invalid cannot be a legitimate expectation. Not being a right, it is not



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enforceable as such. It is a concept fashioned by the courts, for judicial review of administrative action. It is procedural in character based on the requirement of a higher degree of fairness in administrative action, as a consequence of the promise made, or practice established. In short, a person can be said to have a “legitimate expectation” of a particular treatment, if any representation or promise is made by an authority, either expressly or impliedly, or if the regular and consistent past practice of the authority gives room for such expectation in the normal course. As a ground for relief, the efficacy of the doctrine is rather weak as its slot is just above “fairness in action” but far below “promissory estoppel”. It may only entitle an expectant: (a) to an opportunity to show cause before the expectation is dashed; or (b) to an explanation as to the cause for denial. In appropriate cases, the courts may grant a direction requiring the authority to follow the promised procedure or established practice. A legitimate expectation, even when made out, does not always entitle the expectant to a relief. Public interest, change in policy, conduct of the expectant or any other valid or bona fide reason given by the decision-maker, may be sufficient to negative the “legitimate expectation”. The doctrine of legitimate expectation based on established practice (as contrasted from legitimate expectation based on a promise), can be invoked only by someone who has dealings or transactions or negotiations with an authority, on which such established practice has a bearing, or by someone who has a recognised legal relationship with the authority. A total stranger unconnected with the authority or a person who had no previous dealings with the authority and who has not entered into any transaction or negotiations with the authority, cannot invoke the doctrine of legitimate expectation, merely on the ground that the authority has a general obligation to act fairly.”

62. In *Jitendra Kumar v. State of Haryana* [*Jitendra Kumar v. State of Haryana*, (2008) 2 SCC 161 : (2008) 1 SCC (L&S) 428] , this Court, while differentiating between legitimate expectation on the one hand and anticipation, wishes and desire on the other, observed thus: (SCC p. 183, para 58)

“58. ... A legitimate expectation is not the same thing as an anticipation. It is distinct and different from a desire and hope. It is based on a right. [See *Chanchal Goyal v. State of Rajasthan* [*Chanchal Goyal v. State of Rajasthan*, (2003) 3 SCC



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485 : 2003 SCC (L&S) 322] and *Union of India v. Hindustan Development Corpn.* [*Union of India v. Hindustan Development Corpn.*, (1993) 3 SCC 499] It is grounded in the rule of law as requiring regularity, predictability and certainty in the Government's dealings with the public. We have no doubt that the doctrine of legitimate expectation operates both in procedural and substantive matters.”

63. A reading of the aforesaid decisions brings forth the following features regarding the doctrine of legitimate expectation:

63.1. *First*, legitimate expectation must be based on a right as opposed to a mere hope, wish or anticipation;

63.2. *Secondly*, legitimate expectation must arise either from an express or implied promise; or a consistent past practice or custom followed by an authority in its dealings;

63.3. *Thirdly*, expectation which is based on sporadic or casual or random acts, or which is unreasonable, illogical or invalid cannot be treated as a legitimate expectation;

63.4. *Fourthly*, legitimate expectation operates in relation to both substantive and procedural matters;

63.5. *Fifthly*, legitimate expectation operates in the realm of public law, that is, a plea of legitimate action can be taken only when a public authority breaches a promise or deviates from a consistent past practice, without any reasonable basis.

63.6. *Sixthly*, a plea of legitimate expectation based on past practice can only be taken by someone who has dealings, or negotiations with a public authority. It cannot be invoked by a total stranger to the authority merely on the ground that the authority has a duty to act fairly generally.

64. The aforesaid features, although not exhaustive in nature, are sufficient to help us in deciding the applicability of the doctrine of legitimate expectation to the facts of the case at hand. It is clear that legitimate expectation, jurisprudentially, was a device created in order to maintain a check on arbitrariness in State action. It does not extend to and cannot govern the operation of contracts between private parties, wherein the doctrine of promissory estoppel holds the field.”



65. In the present case, it has already been observed by this Court that by simply registering under the Coal Scheme there can be no vested right accrued in favour of the petitioners to be awarded a coal transport work. Neither it is the case of the petitioners that, at the time when the MoU was cancelled by CIL, there was any tangible or identifiable work which was to be allocated to the ESMs in the waiting list. It has also come on record that by mere registration on the list, the petitioners or such other persons were not barred from seeking any other employment. The relevant affidavit states that a shortlisted candidate should not be employed in any other employment or self employment only at the stage of actual sponsorship being issued by the DGR. Thus, there was neither any promise nor assurance given by respondent that a person who is registered would get allocation at a particular point of time. Admittedly, the people who reached the age of 60 years were automatically put in a 'Inactive' list. It is not a case, where a specific agreement has to be awarded and executed in a certain timeline and eligible persons apply for securing the said agreement. The registration is, at best, done with a hope that, if any, requisition is made by any of the CIL Subsidiaries, the work would be allotted to the ESMs by way of seniority.

66. It is also pertinent to note that at the time of filing of the present petition and passing of the interim award, some of the petitioners had anyway become ineligible on account of them passing the age of 59 and the same is evident from the table reproduced below:-



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Ser No	Coal EMP No	DGR Regn No	IC No	Rank	Name	Date of Birth	Date of Retirement	Date of Regn	Age on 30-Jun-20	Age on 1-Jan-21	Age on 1-Jan-22	Age on 1-Jan-23	Age on 1-Jan-24	Age on 1-Jan-25	Age on 31-Sep-25
COL. LAXMI NARAYAN RETD. AND ORS. VS. DIRECTORATE GENERAL OF RESETTLEMENT AND ANR., W.P.(C) 4384/2020															
21	1598	12760	IC-40345K	Col	Laxmi Narayan	01-09-1960	31-08-2014	15-02-2017	59	60	61	62	63	64	65
14	1581	13946	IC-38289X	Maj Gen	Sudhir Singh Jakhar	20-09-1958	30-09-2016	21-11-2016	61	62	63	64	65	66	66
31	1616	14193	IC-37682N	Maj Gen	Harpreet Singh Bedi	16-02-1959	28-02-2017	16-05-2017	61	61	62	63	64	65	66
40	1626	14308	IC-40445P	Brig	JS Gulas	11-11-1960	30-11-2016	24-07-2017	59	60	61	62	63	64	64
41	1627	14309	IC-39603M	Maj Gen	JS Pathania	15-11-1958	30-11-2016	24-07-2017	61	62	63	64	65	66	66
12	1579	13944	IC-38388A	Maj Gen	Rajesh Tyagi	09-08-1958	31-08-2016	21-11-2016	61	62	63	64	65	66	67
22	1600	14086	IC-399781	Brig	Jagdeep Singh Mann	10-01-1961	31-01-2017	07-03-2017	59	60	61	62	63	64	64
46	1635	14363	IC-45260X	Col	Mahesh Anand	29-06-1960	30-06-2014	22-08-2017	60	60	61	62	63	64	65
32	1617	14213	IC-39579H	Maj Gen	Anup Krishan Dhar	17-03-1959	31-03-2017	18-05-2017	61	61	62	63	64	65	66
26	1606	14112	IC-45219F	Col	Sarbinder Pal Singh Buttar	30-06-1960	30-06-2014	17-03-2017	60	60	61	62	63	64	65
15	1582	13962	IC-35983Y	Maj Gen	Amrag Gupta	18-09-1958	30-09-2016	01-12-2016	61	62	63	64	65	66	66
38	1624	14271	IC-44758L	Lt. Col	Somesh Kumar Gupta	17-11-1966	12-01-2008	03-07-2017	53	54	55	56	57	58	58
30	1614	12980	IC-39531N	Col	Binaljit Singh Hansra	18-10-1960	31-10-2014	16-05-2017	59	60	61	62	63	64	64
39	1625	14307	05796Y	Lt Col	Kumar Gaurav	10-02-1982	06-04-2016	24-07-2017	38	38	39	40	41	42	43
COL. A.K. ARORA RETD. AND ORS. VS. DIRECTORATE GENERAL OF RESETTLEMENT AND ANR., W.P.(C) 16002/2022															
149	1747	1624523082018	IC-41541W	Col	Ashok Kumar Arora	16-08-1962	31-08-2016	23-08-2018	57	58	59	60	61	62	63
147	1745	1623516082018	IC-41688M	Col	Gopal Sharan Sharma	15-10-1962	31-10-2016	16-08-2018	57	58	59	60	61	62	62
148	1746	1624423082018	IC-42359H	Col	Rajkumar Sheoran	10-08-1962	31-08-2016	23-08-2018	57	58	59	60	61	62	63
170	1769	1633726092018	IC-42449K	Col	Deepak Kapahtia	23-10-1962	31-10-2016	26-09-2018	57	58	59	60	61	62	62
36	1621	14628	IC-44344Y	Lt Col	Karwaljit Singh Sandhu	25-08-1964	30-06-2007	03-07-2017	55	56	57	58	59	60	61



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S No.	Coal EMP No	DGR Regn No	IC No	Rank	Name	Date of Birth	Date of Retirement	Date of Regn	Age on 2020-06-30	Age on 2021-01-01	Age on 2022-01-01	Age on 2023-01-01	Age on 2024-01-01	Age on 2025-01-01	Age on 2025-09-03
<u>YASHPAL SINGH SINDHU (RETD) & ORS VS COAL INDIA LIMITED, W.P.(C) NO. 5237/2020</u>															
13	1580	13945	IC-42190Y	Col	Yashpal Singh Sindhu	1964-05-09	2016-03-22	2016-11-21	56	56	57	58	59	60	61
114	1710	1600815052018	IC-44313Y	Col	Satbir Singh Dagar	1964-04-20	2018-04-30	2018-05-15	56	56	57	58	59	60	61
221	1821	1681328012019	IC-49607W	Col	Devavrat Chhikara	1968-11-18	2018-12-24	2019-01-28	51	52	53	54	55	56	56
168	1767	1632925092018	02696A	Cdre	Yogender Singh Tanwar	1963-06-25	2008-09-30	2018-09-25	57	57	58	59	60	61	62
<u>COL. NAWAL DUGGAL (RETD) VS COAL INDIA LIMITED, W.P.(C) NO. 11011/2025</u>															
291	1891	1742429072019	IC-43401H	Col	Nawal Duggal	1964-03-03	2018-03-31	2019-07-29	56	56	57	58	59	60	61
99	1695	1498209042018	IC-42676K	Col	Jasdeep Sandhu	1963-12-19	2017-12-31	2018-04-09	56	57	58	59	60	61	61
159	1757	1628004092018	IC-42932N	Col	Jitender Singh Dalal	1962-09-21	2016-09-30	2018-09-04	57	58	59	60	61	62	62
5	1552	13821	IC-43144W	Col	Sanjay Kumar Datta	1962-03-03	2018-03-31	2016-08-23	58	58	59	60	61	62	63
251	1851	1713101062019	IC-40974F	Maj Gen	Parminder Pal Singh	1961-04-23	2019-04-30	2019-05-01	59	59	60	61	62	63	64
2	1535	13061	IC-39061	Col	SS Randhawa	1960-12-27	2014-12-31	2016-07-15	59	60	61	62	63	64	64
51	1641	14410	IC-45232L	Col	Surinder Pal Singh	1960-10-06	2014-10-31	2017-09-19	59	60	61	62	63	64	64
60	1653	14553	IC-452253P	Lt Col	Manoj Kumar Channan	1960-08-02	2007-04-07	2017-11-27	59	60	61	62	63	64	65



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Ser No	Col EMP No	DGR Regn No	IC No	Rank	Name	Date of Birth	Date of Retirement	Date of Regn	Age on 30-Jun-20	Age on 1-Jan-21	Age on 1-Jan-22	Age on 1-Jan-23	Age on 1-Jan-24	Age on 1-Jan-25	Age on 31-Sep-25
COL. IRSHANJIT SINGH KOHLI RETD. VS. DIRECTORATE GENERAL OF RESETTLEMENT AND ANR., W.P.(C) 10136/2025															
301	1904	1760116092019	IC-42908X	Col	Irshanjit Singh Kohli	11-12-1964	31-12-2018	15-09-2019	55	56	57	58	59	60	60
BRIG. RETD SANDEEP KALA VS. DIRECTORATE GENERAL OF RESETTLEMENT AND ANR., W.P.(C) 10830/2025															
3	1540	13767	IC40517N	Brig	Sandeep Kala	16-05-1960	31-05-2016	22-07-2016	60.00	60.00	61.00	62.00	63.00	64.00	65.00
COL. SAURABH BHARDWAJ RETD. AND ORS. VS. DIRECTORATE GENERAL OF RESETTLEMENT AND ANR., W.P.(C) 11005/2025															
64	1659	14579	IC-45813h	Col	Saurabh Bhurdwaj	16-09-1963	30-09-2017	08-12-2017	56	57	58	59	60	61	61
35	1620	14242	TA-42195X	Col	Tapeshtwar Kumar Kaushik	21-03-1961	31-03-2017	13-06-2017	59	59	60	61	62	63	64
117	1714	1603401062018	IC-39780M	Maj Gen	Kamal Kishore Pant	29-05-1960	31-05-2018	01-06-2018	60	60	61	62	63	64	65
121	1718	1606414062018	IC-39229P	Maj Gen	Devesh Agnihotri	10-05-1960	31-05-2018	14-06-2018	60	60	61	62	63	64	65
43	1631	13776	IC-42616P	Col	Vijay Kumar Singh	30-11-1962	20-07-2017	10-08-2017	57	58	59	60	61	62	62
80	1674	1470028032018	IC-44702	Lt Col	Rituraj Naruka	13-03-1963	31-03-2017	28-03-2018	57	57	58	59	60	61	62
222	1823	1664506022019	IC-39457	Maj Gen	Mohandeep Singh Ghura	12-10-1960	31-10-2018	06-02-2019	59	60	61	62	63	64	64
164	1763	1631113092018	SS-31850L	Capt	Wasim Hasan	01-07-1961	29-04-1992	13-09-2018	59	59	60	61	62	63	64
309	1912	1774131102019	IC-44891X	Col	Mameesh Kumar Moudgil	09-08-1964	31-08-2018	31-10-2019	55	56	57	58	59	60	61
198	1799	1660804122018	SL-4626P	Lt Col	Jaipal Singh Poonia	15-06-1962	29-01-2018	04-12-2018	58	58	59	60	61	62	63
11	1575	13927	IC-45083H	Col	Anuj Singh Sidhu	04-05-1960	31-05-2014	02-11-2016	60	60	61	62	63	64	65
75	1669	1466623032018	IC-42632M	Col	Yash Bali	29-01-1963	31-01-2017	23-03-2018	57	57	58	59	60	61	62
102	1698	1501823042018	SC-00005Y	Lt Col	Ganga Singh	12-03-1961	31-03-2018	23-04-2018	59	59	60	61	62	63	64
COL. RAVI TUTEJA RETD. AND ORS. VS. DIRECTORATE GENERAL OF RESETTLEMENT AND ANR., W.P.(C) 11676/2025															
82	1677	1472202042018	IC-42579M	Col	Ravi Prakash Tuteja	21-06-1962	30-06-2016	02-04-2018	58	58	59	60	61	62	63
104	1700	1502323042018	IC-37931F	Maj Gen	Nawnit Kumar, SM	16-03-1960	31-03-2018	23-04-2018	60	60	61	62	63	64	65
190	1791	1602831102018(C)	IC-52622Y	Lt Col	Surinder Singh Malik	14-04-1964	30-04-2018	31-10-2018	56	56	57	58	59	60	61
44	1632	14331	IC-43553K	Col	Surender Monga	06-01-1964	11-04-2007	10-08-2017	56	57	58	59	60	61	61
217	1818	1678921012019	02735R	Cdr	Narinder Kumar Bhuri	19-04-1962	30-04-2016	21-01-2019	58	58	59	60	61	62	63
235	1834	1698314032019	50860R	Cmde	Srinivas Chikkeru	12-03-1961	31-03-2017	14-03-2019	59	59	60	61	62	63	64



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19	1594	14022	IC-38316W	Maj Gen	Naresh Chander Badhani	04-03-1958	31-03-2016	18-01-2017	62	62	63	64	65	66	67
282	1885	1131017072019 (C)	02674A	Cdr	K Praveen Chandra	16-11-1960	30-04-2006	17-07-2019	59	60	61	62	63	64	64
263	1865	1683903062019(C)	IC-42080K	Brig	Rajeev Bali	04-01-1963	31-01-2019	03-06-2019	57	58	59	60	61	62	62
53	1643	14455	IC-45268K	Col	Deepak Verma	04-07-1961	31-07-2015	28-09-2017	59	59	60	61	62	63	64
42	1630	14330	IC-45187K	Brig	Amardeep Singh Grewal	11-03-1960	31-03-2016	27-07-2017	60	60	61	62	63	64	65
267	1869	1073706062019	IC-42304Y	Lt Col	Munish Nanda	26-03-1963	24-04-2008	06-06-2019	57	57	58	59	60	61	62
84	1679	1474602042018	IC-45372X	Col	PK Yadav	15-08-1960	31-08-2014	02-04-2018	59	60	61	62	63	64	65
63	1658	14578	IC-47917H	Col	Gopal Katoch	12-08-1965	15-01-2017	08-12-2017	54	55	56	57	58	59	60
162	1760	1629610092018	IC-47406Y	Col	Anuj Chaturvedi	30-08-1964	31-08-2018	10-09-2018	55	56	57	58	59	60	61
161	1759	1629510092018	17391K	Gp Capt	AK Abrol	02-03-1961	31-03-2018	10-09-2018	59	59	60	61	62	63	64
54	1646	14459	IC-45273P	Brig	Udai Yadav	15-08-1961	31-08-2017	18-10-2017	58	59	60	61	62	63	64
250	1852	1713301052019	IC-40412K	Maj Gen	Subodh Kumar	18-04-1961	30-04-2019	01-05-2019	59	59	60	61	62	63	64
33	1618	14241	IC-45276H	Col	Vijay Kumar Dake	21-04-1962	30-04-2016	12-06-2017	58	58	59	60	61	62	63
167	1766	1632825092018	IC-45620H	Lt Col	S Bhattacharya	21-10-1963	04-10-2007	25-09-2018	56	57	58	59	60	61	61
91	1686	1479405042018	SS 31681P	Capt	DM Raphael	03-11-1960	05-09-1989	05-04-2018	59	60	61	62	63	64	64
52	1642	14368	IC-45387A	Col	Raminder Pal Singh	20-10-1960	31-10-2014	28-09-2017	59	60	61	62	63	64	64
206	1807	1672504012019	IC-45175	Brig	Ranchir Singh	15-12-1962	31-12-2018	04-01-2019	57	58	59	60	61	62	62
47	1636	14381	IC-42008N	Lt Col	Sanjay Verma	12-08-1962	07-02-2007	24-08-2017	57	58	59	60	61	62	63
58	1630	14516	IC-37982P	Col	Pushpender Kumar Yadav	12-07-1961	31-07-2015	08-11-2017	59	59	60	61	62	63	64
241	1841	1705006042019	IC-43081	Col	Gurpreet Singh Bawa	24-01-1962	31-01-2016	06-04-2019	58	58	59	60	61	62	63
111	1707	1509711052018	IC-45689	Col	Mario Dmonty	15-09-1962	30-09-2016	11-05-2018	57	58	59	60	61	62	62
306	1909	1765201102019	IC-4259	Lt Col	Mandeep Singh	26-06-1963	10-01-2009	01-10-2019	57	57	58	59	60	61	62
177	1777	1638401102018	IC-39655	Maj Gen	Hemant Joneja	16-09-1960	30-09-2018	01-10-2018	59	60	61	62	63	64	64



67. Thus, while holding that the petitioners had no vested right for allocation of the coal transportation work by simply registering themselves, this Court cannot interfere with a policy formulated by DGR which is being in existence for past many years. Judgments relied upon by the learned counsel for the petitioners were in the different factual context and in the considered opinion of this Court would not be applicable to the facts of the present case.

68. In *High Court of Delhi v. Devina Sharma (supra)*, the Hon'ble Supreme Court while considering the cases of candidates therein, as a one time measure, allowed those candidates to sit in the exam as they lost their eligibility criteria on account of the fact that the relevant examinations did not take place for two years. It is pertinent to note that in the present case, if the relief as sought by the present petitioners is granted then they would disturb the seniority of eligible ESMs. *Per contra*, in *High Court of Delhi v. Devina Sharma (supra)*, by giving one time relief to those candidates no prejudice was caused to the rights of any other candidates.

69. Similarly, the learned Division Bench of this Court in *Nitesh Kumar and Ors. v. Union of India and Anr. (supra)* following Devina Sharma case granted the petitioners therein to sit for the examination as a one-time measure. In *Najma v. State (NCT of Delhi) (supra)*, the learned Single Judge of this Court applied principle of promissory estoppel with respect to the express promise given by the then Hon'ble Chief Minister. As pointed out hereinbefore, there was no express promise or assurance given by DGR at any stage.



70. Insofar as the submission of the learned counsel for the petitioners is considered that the DGR during the pendency of the present petition has changed its stand, it would be suffice to note that the averments in the counter affidavit of DGR relied upon by the petitioners were made when CIL had not extended the MoU. In any case, the DGR cannot go against its own policy and agree to something which is otherwise not permissible under the said policy.

71. In view of the aforesaid discussion, this Court is of the considered opinion that the reliefs as sought by the petitioners cannot be granted and the present writ petitions are thus dismissed and disposed of.

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72. The facts herein are distinct, the petitioner in present case was actually given the offer of coal transportation work, however, at the time of final sponsorship, on account of ineligibility of one other ESM, the project was shelved. In this petition, the petitioner on the basis of his seniority in the waiting list was shortlisted for sponsorship as a director of an ESM Company proposed to be formed under Mahanadi Coal Fields Limited. On requisition from DGR, the petitioner had complied with all formalities and *vide* a letter dated 23.10.2018, he was informed about his selection to undertake coal loading and transportation work at Talcher Coalfields in Odisha under Mahanadi Coal Fields Limited. Further, as has been pointed out hereinbefore, the petitioner had completed all the four steps required towards the final sponsorship, however, at the penultimate stage, he was informed that one of the selected ESM Officers in the company had been disempanelled from the Coal Scheme and another ESM has been inducted in his place. The concerned



ESM had challenged the aforesaid decision before the Hon'ble Punjab and Haryana High Court and *vide* order dated 27.02.2019, the Hon'ble Punjab and Haryana High Court had stayed the operation of the aforesaid decision and the matter is still *sub judice* before the said Court.

73. For the purpose of present petition, following list of dates are relevant:-

Date	Particulars
16.05.1960	Date of birth of petitioner i.e. Brig. (Retd.) Sandeep Kala.
31.05.2016	Petitioner retired from the Indian Army.
22.07.2016	Petitioner submitted his application under the Coal Scheme (<i>date of registration</i>).
01.10.2018	DGR issued a letter indicating petitioner's likely selection for sponsorship with MCL and sought confirmation of petitioner's willingness.
09.10.2018	Pursuant to the petitioner giving confirmation, DGR directed the petitioner to submit documents for screening before the Board of Officers.
23.10.2018	Pursuant to the petitioner submitting the documents, DGR informed the petitioner of final selection and directed the petitioner and 4 other ESM Officers (Col. S.S. Randhawa (Retd.), Col. Kuldeep Singh (Retd.), Col. Aseem Atrey (Retd.), and Maj. Gurtej Singh (Retd.)) to conduct feasibility study at Talcher Coalfields, MCL.
09.11.2018 10.11.2018	Petitioner with his fellow ESM Officers conducted site visit and feasibility study at Talcher, Odisha.
10.11.2018	The Petitioner submitted Feasibility Study Report to DGR.
09.01.2019	ESM Company 'Salute India Logistics Pvt. Ltd.' was formally incorporated with MCA.



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15.01.2019	DGR called the Petitioner for final sponsorship and original document verification.
18.01.2019	Petitioner appeared before Board of Officers and completed final step before award of work.
31.01.2019	Major Gurtej Singh (Retd.) was dis-empaneled by DGR.
07.02.2019	DGR inducted Col. Yogendra Sharma (Retd.) to replace Maj. Gurtej Singh (Retd.).
27.02.2019	Major Gurtej Singh filed a CWP 5225/2019 challenging letter dated 31.01.2019 before the Punjab & Haryana High Court. <i>Vide</i> order dated 27.02.2019, operation of letter dated 31.01.2019 was stayed.
04.03.2019	Col. Aseem Atrey (Retd.) resigned as a directors from the Coal Company.
20.03.2019	DGR placed the petitioner's company group under 'Held in Abeyance'.
23.08.2019	Col. Kuldeep Singh (Retd.) resigned as a directors from the Coal Company.
17.06.2019	Petitioner protested against the HIA status and requested allocation in next available vacancy.
06.01.2020	DGR published the Waiting List with the Petitioner at Serial No. 3.
26.06.2020 30.06.2020	CIL exited the MoU 2013.

74. Perusal of the aforesaid list of dates would reflect that when CIL withdrew from the MoU i.e. 26.06.2020, the present petitioner i.e. Brig. (Retd.) Sandeep Kala, had already been selected for Coal transportation work and on account of factors beyond his control, he was not able to get his



complete sponsorship. He was kept in the group of ‘Held in Abeyance’ from 20.03.2019 till 26.06.2020 i.e. till CIL exited the MoU. As on 20.06.2020, he was of more than 60 years (Date of Birth- 16.05.1960). In these circumstances, it is noted that during the period, the petitioner’s company group was “Held in Abeyance” i.e. 20.03.2019 till the date CIL exited the MoU i.e. 26.06.2020, admittedly, there was no work allocated to any of the ESMS. As already pointed out that last allocation in terms of the seniority rules was done on 27.12.2018, in these circumstances, it is noted that even if the CIL had not withdrawn from the MoU, the petitioner would have anyway become ineligible in terms of the Coal Scheme on account of the fact that he attained the age of more than 60 years prior to the date of rescindment of MoU by CIL i.e. on 26.06.2020. In these circumstances, no relief as prayed for can be granted to the petitioner.

75. The present petition is also dismissed and disposed of.

76. Pending application(s), if any, also stands disposed of.

77. Judgment be uploaded on the website of this Court *forthwith*.

**AMIT SHARMA
(JUDGE)**

DECEMBER 23, 2025/nk/bsr/sg