

the impugned order/email dated June 24, 2024 passed by the respondent No.4/Directorate General Resettlement (DGR), West Block-IV, Rama Krishna Puram, New Delhi.

3. Sri Sudarshan Singh, counsel appearing on behalf of the respondent has relied upon a judgment of Delhi High Court rendered in **AIR CMDE Navish Bahri (Retd.) v. Union of India and others** [W.P. (C) 10686/2020 & CM. Nos.33540/2020 and 13155/2021 decided on November 23, 2021] wherein a similar issue, as in the present writ petition, has specifically been dealt with. The relevant paragraphs are delineated below:

44. In this regard, I may state that the Brochure of the Oil Companies is meant for selection of service provider through open selection and also through nomination from DGR / RSB / ZSB (Clause 1.1 and 1.2) but the nomination from DGR / RSB / ZSB is as per SOP issued by DGR. The Brochure of oil companies cannot determine the eligibility for nomination by DGR / RSB / ZSB. In these petitions, this Court is concerned with the nomination from DGR / RSB / ZSB. Paragraph 3.1 is a non-eligibility Clause. Clause 3.1 shall not be applicable to sponsorship by DGR / RSB, inasmuch as the eligibility for sponsorship by the DGR / RSB and ZSB is as per SOP.

45. It necessarily follows that a person having already availed COCO RO for the first time, is not eligible for the re-nomination / re-sponsorship for the second time in terms of Clause

4(d). The plea of Mr. Pandey was also by relying upon Clause 10(b) of the SOP which states that extension of the contract would be solely at the discretion of the Oil Company. The said Clause has to be read in the context of the provision, which relates to the award of contract of temporary COCO RO for one year, extendable for another year i.e., two years maximum put together. It is in the context of the said extension that the Clause stipulates that the extension of the contract would be solely at the discretion of the Oil Companies.

46. Even on facts, I find, it was the understanding of the petitioner in W.P.(C) 10686/2020 that the benefit of COCO RO availed once would not entitle the service provider re-nomination / re-sponsorship for the second time. This, I say so, because the petitioner had in his undertaking given, while submitting his application has clearly stated the following:-

**"UNDERTAKING
FORMAT FOR THE OFFICER
WHO ARE APPLYING FOR
EMPLOYMENT ASSISTANCE**

1. I, IC/SS No.:16605 H Rank Air Cmde Name Navish Bahri hereby give an undertaking that I have been registered for General Employment COCO Scheme in DGR (DGR Registration No.DGR(O)/14121). However, till date I have not got any resettlement benefit from the applied/registered DGR Schemes.

2. In case of my selection in this offer for the post of COCO

Retail Outlet at Ms/HSD HP Centre, Moti Nagar, in 1642020 HI CL, COCO Retail Outlet at (Organisation Name), I shall cease to be a "Bonafide Claimer" for any other DESW/DGR Schemes and do undertake that it shall be my inescapable duty inform DGR of my selection & appointment.

3. If in case of any violation of my undertaking, action be taken against me by way of deregistering / debarring me from all DESW/DGR schemes and jobs by the Principal Employer (s)."

(emphasis supplied)

47. The above depicts that the petitioner has represented that he has not got any re-settlement benefit from the applied / registered DGR scheme. It is an accepted position that the petitioner had registered himself for providing services at COCO RO and had got the benefit for the period 2018-21.

48. The plea of Mr. Pandey that the undertaking consisting of the words "I have not got any re-settlement benefit from the applied / registered DGR Scheme" are pre-typed words which could not be edited and there was no alternative for the applicant to give such an undertaking, is clearly an afterthought and in fact it justifies the case of the respondent No.2 / DGR that such a benefit cannot be given for the second time and it is for that reason that those words have been incorporated in the undertaking in a pre-typed form. That means the applicant cannot say, he has availed the benefit earlier.

*50. It was the plea of Mr. Pandey that one Group Captain Jayveera Pandian (Retd.) even after availing the benefit of COCO RO has been re-nominated for the second time, hence the cancellation of re-nomination / re-sponsorship of the petitioners as service providers of COCO RO is bad and seek parity is concerned, I am afraid such a plea of Mr. Pandey cannot be accepted in view of my conclusion above with regard to the provisions of the SOP issued by the respondent Nos.1 and 2 governing the nomination / sponsorship of the Officers / JCOs for the management of COCO RO, which clearly reveal that there cannot be any re-nomination for the second time, being contrary to the very nature of the scheme to provide re-settlement and welfare of ESMs. It is settled law, that the concept of equality as envisaged under Article 14 of the Constitution is a positive concept which cannot be enforced in a negative manner, as held by the Supreme Court in **State of Bihar and Ors. vs. Kameshwar Prasad Singh and Ors., MANU/SC/0358/2000**, and by this Court in **Jitendra Singh Naruka vs. University of Delhi & Ors., W.P. (C) 6025/2014**.*

4. Upon a perusal of the above judgement, it is clear that the recommendation of the Directorate General Resettlement (hereinafter referred to as "the DGR") is to assist the persons, who have not got the benefit on an earlier occasion. In the present case, the petitioner has already run the coco outlet for a period of three years (2021 to 2024). In light of the

