

Presented On: 25.06.2021

Sub: MISCELLANEOUS- Article 21 Constitution of India-
Issuance of Visit Visa for Portuguese Pilot worked in India.

BEFORE THE HON'BLE HIGH COURT OF KERALA
ERNAKULAM

W.P.(C) No _____ of 2021

Capt. Pedro Guilherme da Veiga
Pereira e Oliveira Artilheiro - Petitioner

Vs.

Union of India & Others - Respondents

WRIT PETITION (CIVIL) FILED UNDER ARTICLE
226 OF THE CONSTITUTION OF INDIA

Aysha Abraham (A-1535)
Counsel for the Petitioner

BEFORE THE HONOURABLE HIGH COURT OF KERALA,
ERNAKULAM
(Special Original Jurisdiction)

W.P. (C) No _____ of 2021

Capt. Pedro Guilherme da Veiga
Pereira e Oliveira Artilheiro
Represented by the Power of Attorney
Holder Dr. Jain George P - Petitioner

Vs.

Union of India & Others - Respondents

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Dated this the 25th day of June, 2021.

AYSHA ABRAHAM
COUNSEL FOR THE PETITIONER

A

BEFORE THE HON'BLE HIGH COURT OF KERALA

ERNAKULAM

W.P.(C) No

of 2021

Capt. Pedro Guilherme da Veiga
Pereira e Oliveira Artilheiro
Represented by the Power of Attorney
Holder Dr. Jain George P

- Petitioner

Vs.

Union of India & Others

- Respondents

S Y N O P S I S

The Petitioner is a Portuguese national and a qualified pilot. He responded to an advertisement seeking pilots for Indigo Airlines. The applications were to be made to CAE, an aviation services company. CAE, an Isle of Man company hired the Petitioner as a consultant and then through CAE Simulation Technologies employed him to operate for Indigo Airlines. In fact, Indigo Airlines was the direct employer of Capt. Pedro, but for reasons best known to Indigo Airlines, they employed Capt. Pedro through a web of contracts that were in violation of Labour Laws, Aviation Laws, Tax Laws and possibly violation of Foreign Exchange laws.

Indigo Airlines in its written reply to the notice sent on behalf of Capt. Pedro has categorically stated that Capt. Pedro is not under their 'Direct Control or Supervision'. The Directorate General of Civil Aviation (DGCA), which is the Air Safety Regulator could not have approved the FATA (Foreign Air Crew Temporary Authorisation) for Capt. Pedro, which is granted as Operator

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specific under the Civil Aviation Requirements [CAR] for the purpose. The DGCA could not have granted FATA for Capt. Pedro as an 'employee' of CAE as CAE is not a Commercial Operator having an Air Operator Certificate. Similarly, the Bureau of Civil Aviation Security (BCAS) is the Civil Aviation Security Regulator and BCAS could not have given 'security clearance' to Capt. Pedro as an employee of 'CAE' to operate aircrafts of 'Indigo Airlines'. Such blatant violations of laws related to air safety and security by these State agencies endangers lives of people thereby violating Art.21 of the Constitution of India.

Indigo airlines and CAE seem to have purportedly operated under the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The core activity of Indigo Airlines is transport and contract labour cannot be used to undertake that core activity. In addition, it requires compulsory registration of both the principal employer and the contractor. In the face of such restrictions, Indigo and CAE blatantly continued with their illegal operations.

The Petitioner was in Portugal on his 'rotational leave' when lockdown was announced in March, 2020 because of the pandemic. Indigo unilaterally put the Petitioner on leave without pay, but continued with the employment contract even when they had an option to terminate the contract towards the second year of employment. After keeping the Petitioner hanging and just when his employment visa was renewed, his employment contract was illegally terminated thereby invalidating the employment visa stamped on his passport. The Petitioner's tax residency is India, the bank accounts of the Petitioner is in India and he maintains his

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rented accommodation in India and in spite of repeatedly requesting his employers to sort out the matters so as to enable him to complete documentation process and shifting his belongings, the employers have refused to do so thereby violating the fundamental right of the Petitioner to earn a livelihood. Without the transfer of his tax residency, the Petitioner is unable to get any work / job in his home country.

The State has stopped issue of Tourist Visa because of the Pandemic and the Petitioner cannot come to India to enable him to complete his documentation procedures that would enable him to earn a livelihood in his home country or any other part of the world.

LIST OF DATES & EVENTS

- | | |
|--------------|--|
| 26 Sept 2016 | The Petitioner signed a consultancy contract with Sigma Aviation Services Ltd for engagement as a pilot in India for Alliance Air. |
| 12 Apr 2017 | The Petitioner signed a fixed term employment contract with airline Allied Services Ltd which runs commercial operations in the brand name Alliance Air and is an arm of the State entity Air India. |
| 21 Apr 2017 | The Petitioner's passport is stamped with Employment Visa for a period of one year for Alliance Air employment. |
| May 2017 | The Petitioner could not come to India for employment as Alliance Air and Sigma Aviation |

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- / Elix Aviation had some disagreements on certain contractual terms.
- Jun 2018 The Petitioner responds to an advertisement of Indigo Airlines requiring Line Training Pilots for turbo prop aircrafts
- 16 Mar 2018 The Petitioner signs a consultancy services contract with Parc CAE Aviation Services [CAE], an Isle of Man company.
- 13 Apr 2018 The Petitioner signs 'employment contract' with the Respondent No.6, which is a group company of CAE for operating commercial aircrafts of the Respondent No.5.
- 4 Sep 2018 Ready to fly date
- 4 Mar 2020 The Petitioner left for Portugal on his rotational leave.
- 25 Mar 2020 The Petitioner was supposed to leave Portugal to join back duties but India announced a lockdown because of Pandemic.
- 4 Apr 2020 The validity of security clearance comes to an end and the Petitioner has applied for a fresh issue with the Respondent No.3 through the Respondent No.5 & 6.
- 7 May 2020 The validity of the Employment Visa comes to an end and the Petitioner follows up with the Respondent No.5 & 6.

- 26 May 2020 Indigo provides the requisite letters for extension of Employment Visa
- 16 June 2020 CAE issues letter for the purposes of Employment Visa
- 22 Dec 2020 The Petitioner informs CAE that his visa is issued and ready to be stamped and that he has paid the requisite fees.
- 24 Dec 2020 CAE informs the Petitioner that the Respondent No.5 has terminated the contract and a termination letter issued by the Respondent No.6 was given to the Petitioner.
- Feb 2021 CAE offers a new consultancy contract on unfair terms intended to arm twist the Petitioner to accept unfair terms.
- 16 Apr 2021 The Petitioner sends legal notice to the Respondent No.5 & 6 through his advocate.
- 19 May 2021 The Respondent No.5 reply's the Petitioners notice and claims that the Petitioner was not under their direct control or supervision. CAE replies on behalf of the Respondent No.6.
- 31 May 2021 The Petitioner's advocate writes to the Respondent No. 2, 3 & 4 informing them about violations of laws by the Respondent No.5 & 6.
- June 2021 The Petitioner continues to be deprived of his right to earn a livelihood for the lack of proper

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documentation for which the presence of the Petitioner is required in India. Hence, this Petition.

POINTS TO BE CONSIDERED

1. Whether a person's right to earn a livelihood be denied to him without following the due process of law?
2. Whether FATA can be issued to any pilot who is not under the direct control and supervision of the Air Operator?
3. Whether the civil aviation 'security clearance' be granted to any pilot who is not under the direct control and supervision of the Air Operator?
4. Whether an Air Operator is permitted to allow a person who is not under their direct control and supervision to operate an aircraft as a Pilot in Command?
5. Whether the core business of a company be carried out by engaging 'contract labour'?
6. Whether the registration of the Principal Employer and the Contractor at the place of work mandatory for engagement of Contract Labour?

Dated this the 25th day of June, 2021.

AYSHA ABRAHAM

Counsel for the Petitioner

- 1 -

BEFORE THE HON'BLE HIGH COURT OF KERALA

ERNAKULAM

W.P.(C) No

of 2021

Petitioners:

Capt. Pedro Guilherme da Veiga Pereira e Oliveira Artilheiro aged 47 years, Rua dos Morangos, No.129, 2890-555 Alcochete, Portugal represented by the Power of Attorney Holder Dr. Jain George P aged 55 years, S/o P.Y.George, residing at P2C Heera Vastugramam, Rajagiri Valley P.O; Ernakulam - 682039, Kerala.

Vs.

Respondents

1. Union of India, through the Secretary, Ministry of External Affairs, South Block, Raisina Hills, New Delhi - 110001
2. Directorate General of Civil Aviation, through the Director General, Opp. Safdarjung Airport, Aurbindo Marg, New Delhi 110003.
3. Bureau of Civil Aviation Security, through the Director General, "A" Wing, I-III Floor, Janpath Bhawan, Janpath, New Delhi-110001
4. Dy.Chief Labour Commissioner, Kendriya Shram Sadan, Oolimughal, Kakanad, Ernakulam - 682030
5. Interglobe Aviation Limited, through its CEO & Wholetime Director, Mr.Ronojoy Dutta, Central Wing, Ground Floor, Thapar House 124, Janpath, New Delhi - 110001
6. CAE Simulation Technologies Pvt Ltd Through its Director, Mr.Vikas Khurma, Survey No -26 & 27, 3rd Floor, Bandaramahalli Village, Uganavadi post, Devanahalli, Bangalore - 562110

(Notices and process for the Petitioner may be served on his Counsel **AYSHA ABRAHAM, Chamber No. 951, KHCAA Chamber Complex, Near High Complex, Cochin-682031**. Notices and process for the Respondents may be served on the address given above.)

WRIT PETITION (CIVIL) FILED UNDER
ARTICLE 226 OF THE CONSTITUTION OF INDIA

STATEMENT OF FACTS

1. The Petitioner is a Portuguese Citizen and is represented by his Power of Attorney. The Petitioner is a Pilot by profession and was flying commercial aircrafts of Indigo Airlines.
2. The Respondent No.1 is the Union of India represented by the Secretary, Ministry of External Affairs. The Respondent No.2 is the Air Safety Regulator, the Directorate General of Civil Aviation represented by its Director General. The Respondent No.3 is the Air Security Regulator, the Bureau of Civil Aviation Security represented by its Director General. The Respondent No.4 is the Dy. Chief Labour Commissioner who regulates and maintains harmonious industrial relations as regards Central Legislations. The Respondent No.5 is Interglobe Aviation, which runs commercial air operations in the brand name Indigo Airlines. The Respondent No.6 is

CAE Simulation Technologies, which provides aviation services in India.

3. The Brief facts of the case are as under: -

(a) The Petitioner is a Pilot by profession. In September 2016, the Petitioner was in touch with a Pilot Placement Services firm called Sigma Aviation Services Ltd. who were requiring pilots for Alliance Air, an arm of the State-run Air India. On 26 Sept 2016, the Petitioner signed a consultancy agreement with sigma aviation, a true copy of which is annexed to this Petition as **Exhibit – P1.**

(b) Thereafter, on 12 April 2017, the Petitioner signed a Fixed Term Employment Contract with Airline Allied Services Limited, which is an arm of the State-run Air India and conducts its operations with the brand name 'Alliance Air'. A true copy of the Fixed Term Employment Contract dated 12 April 2017 executed between the Petitioner and Airline Allied Services Limited is annexed to this Petition as **Exhibit -- P2.**

(c) The Petitioner's passport was stamped with Employment visa for a period of one year from 21 April 2017 to 20 April 2018, a true copy of which is annexed to this Petition as **Exhibit – P3.** Unfortunately, because of issues between Alliance Air, Sigma and Elix Aviation, the

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Petitioner could not get employed as they had some disagreements with certain terms and conditions.

- (d) The Petitioner responded to an advertisement calling for Instructor Pilots for operating Turbo prop aircrafts of the Respondent No.5 and CAE Parc Aviation Services [Hereinafter referred to as CAE] operating from Isle of Man, was shown as the agency through which applications were to be made. A true copy of the advertisement placed by the Respondent No.5 and CAE published in June and November 2017 is annexed to this Petition as **Exhibit – P4**.
- (e) The services of the Petitioner were hired by CAE by an Agreement dated 16 March 2018, a true copy of which is annexed to this Petition as **Exhibit – P5**. The term of Agreement was from 4 April 2018 to 4 April 2021.
- (f) Thereafter, the Respondent No.6, which is a subsidiary / group company of CAE, entered into an 'Employment Contract' dated 13 April 2018, a true copy of which is annexed to this Petition as **Exhibit – P6**. The term of employment was for 3 years from 26 April 2018 or the 'Ready to Fly' date, whichever later. The Ready to Fly date of the Petitioner was 4 Sept 2018. The Employment contract had an option of terminating the contract

in two years by issuing a notice 3 months in advance before the end of the second year of employment. The monthly gross salary was fixed at USD 15,943 and if the Petitioner flew for more than 720 hours in a year, every extra hour was to be paid at USD 128.

(g) The Petitioner was to operate from the Hyderabad Base of the Respondent No.5, but was asked to shift to Kochi Base. The Petitioner struggled with logistics as well as finding an apartment, but finally managed to settle down after a lot of difficulties. The Petitioner continued to perform his duties under his employment contract from Kochi Base of the Respondent No.5.

(h) The Petitioner was on 'rotational leave' and was to join back on 25 March 2020, but lockdown was announced and the Indian Air space was closed down and the Petitioner remained in Portugal. The Petitioner was in continuous touch with CAE and the Respondent No.5 as there was a lot of uncertainties. The Petitioner was put on leave without pay unilaterally by Respondent No.5. The Respondent No.5 & 6 did not terminate the employment contract in spite of having an option to terminate by giving a 3 month notice before the end of two years. The two years would have come to an end on 4 September 2020 and a notice of

termination could have been served on the Petitioner before 4 June 2020.

- (i) CAE / Indigo never even hinted at termination and the only uncertainty surrounded on the return date. In the meantime, the Petitioner was aware that his visa expires on 7 May 2020 and his security clearance expires on 4 April 2020 and so the Petitioner continued to follow up with CAE. For the purposes of the Employment Visa of the Petitioner, letters were issued by the Respondent No.5 & 6. The Petitioner had submitted the documents for the 'security clearance' in April 2020. The Respondent No.5 & 6 did not even arrange for the security clearance to be picked up in spite of the repeated requests of the Petitioner.
- (j) The Petitioner was repeatedly pointing out to the Respondent No. 5 & 6 that the uncertainty is costing him money in terms of his apartment in Kochi where he has to continue to pay rent. The Petitioner was informed that the Respondent No.5 had decided to shut down its Kochi Base for operational reasons and that he will have to shift to Chennai. The Petitioner even agreed to this and continued to liaise with CAE / Indigo for return to India so that he could wind up his obligations in Kochi and move to Chennai and also clear up the required training to operate flights again. CAE

communicated with the Petitioner in December 2020 and a true copy of the e-mail dated 10th and 16th December 2020 is annexed to this Petition as **EXHIBIT – P7.**

(k) On 22 December 2020, the Petitioner informed CAE that he has been issued the Employment Visa and the same will be stamped on his Passport which he has to collect on 29 December 2020 during a call and he forwarded the fee receipt by an e-mail dated 22 Dec 2020, the true copy of which is annexed to this Petition as **EXHIBIT – P8.** The true copy of the visa stamped on the passport of the Petitioner is annexed to this Petition as **EXHIBIT – P9.**

(l) On 24 Dec 2020, the Petitioner received an e mail from CAE informing him of his termination and a letter of termination issued by the Respondent No.6. A true copy of the email dated 24 Dec 2020 sent by CAE along with the termination letter issued by Respondent No.6 is annexed to this Petition as **EXHIBIT – P10.** However, the crew schedule of the Respondent No.5 showed a different story. The crew schedule showed the Petitioner to have resigned from 24 Dec 2020. A true copy of the crew schedule report from 16 Dec 2020 to 15 Jan 2021 is annexed to this Petition as **EXHIBIT – P11.**

(m) The Petitioner humbly submits that termination for not maintaining current medicals is not just frivolous but illegal too. The Petitioner had shared with CAE, the European Medicals just a week before the termination. The Indian medicals are cleared on the basis of the EU medicals and the presence of the person is required to clear the medicals. The Respondent No.5 & 6 themselves are responsible for not getting the Petitioner to India earlier.

(n) Thereafter, in Feb 2021, CAE offered a new contract without any guarantees of work or remuneration and the work to be carried out on daily basis. CAE tried to arm twist the Petitioner into accepting an unfair agreement. A true copy of the said contract offered is annexed to this Petition as **EXHIBIT – P12**.

(o) The Petitioner raised his concerns and CAE responded by its letter dated 11 March 2021, a true copy of which is annexed to this Petition as **EXHIBIT – P13**. The offer was referred to as a 'goodwill offer' by CAE, but the Petitioner made it clear that he was not interested in taking up an offer that was unfair and basically arm twisting. The Petitioner was expected to survive in a foreign country on USD 300 per day of any engagement which itself wasn't guaranteed. A contrast of this

amount would be apt if we compare it with the original contract that allowed USD 128 per hour of flying.

- (p) The Petitioner through his advocate sent a legal notice dated 16 April 2021 to the Respondent No.5 & 6 asking them to pay to the Petitioner all his dues under the Employment Contract and stating that the termination itself was illegal. A true copy of the legal notice dated 16 April 2021 is annexed to this Petition as **EXHIBIT – P14**.
- (q) On 19 May 2021, the Respondent No.5 replied to the legal notice by e-mail, a true copy of which is annexed to this Petition as **EXHIBIT – P15**. The Respondent No.5 had clearly stated that the Petitioner was never under the 'direct control or supervision' of the Respondent No.5. The Respondent No.5 is a licenced commercial airliner operating under the Air Operator Licence granted by the Respondent No.3. It is illegal and in fact, criminal to let a person, who is not under the direct control and the supervision of the Operator, to operate a flight, that too as a Pilot in Command (PIC).
- (r) On 20 May 2021, CAE replied by e-mail on behalf of the Respondent No.6 to the legal notice. A true copy of the reply sent by CAE dated 19 May 2020 is annexed to this Petition as **EXHIBIT – P16**.

(s) On 31 May 2021, the advocate for the Petitioner sent an e-mail to the Respondent Nos. 2 and 3, specifically bringing their attention to the admission by the Respondent No.5 that the Petitioner operating as Pilot in Command was not under its direct control and supervision of the Air Operator to whom the Respondent No.2 had issued Air Operator Licence, which mandated the Air Operator to comply with all Air Regulations in which the crew had to be under the direct control and supervision of the Air Operator. A true copy of the e-mail dated 31 May 2021 is annexed to this Petition as **EXHIBIT – P17**.

(t) On 31 May 2021, the advocate for the Petitioner sent an e-mail to the Respondent No. 4, specifically informing them that labour statutes are being violated and the same needs to be investigated by them. A true copy of the e-mail dated 31 May 2021 is annexed to this Petition as **EXHIBIT – P18**.

(u) The salary under the employment contract along with the bonus if calculated up to the date of termination, i.e 24 Dec 2020 amounts to USD 1,94,402 and if calculated until the end of contract on 4 Sept 2021, it would be USD 3,70,722.

(v) The Respondent Nos. 5 & 6 were fully aware that the Petitioner had his tax residency in India and

that without the necessary certification and documentation from them, he will not be able to secure another employment anywhere else. They also were aware that they could have terminated the contract on 4 Sept 2020 by issuing a notice on or before 4 June 2020. Knowing all this fully and even knowing that the Petitioner was incurring costs in India to maintain his house they decided to illegally terminate the contract on 24 Dec 2020 after the issuance of employment Visa thereby preventing the Petitioner from coming to India. An employment visa is valid only with the underlying employment contract. The Respondent No. 2, 3 and 4 failed to perform their duties because of which not only did the Petitioner lose his right to earn but also endangers the lives of the flying public in India and abroad.

(w) The Petitioner has not been paid his salary since March 2020 and now cannot sustain himself and his family and being in Portugal could not access the Judicial system in India for a long time. Having no other effective remedy, the Petitioner seeks the protection under Article 21 of the Constitution of India and knocks on the door of the Judiciary by this Writ Petition.

4. The Petitioner humbly submits that under the Contract Labour (Regulation and Abolition) Act,

1970, both the Principal Employer and the Contractor have to be registered. Furthermore, the core activity itself cannot be contracted out under the act. For all purposes of law, the Petitioner has been under the direct control and supervision of the Respondent No.5. The Respondent No.6 could not have replaced the Petitioner with any other person at will as the engagement with Respondent No.5 was person specific under Aviation Regulations. Moreover, even the Roster of the Petitioner was prepared by the Respondent No.5 and the Roster showed the specific person and not left to the choice to the Respondent No.6 to send any other person in lieu of the Petitioner.

5. The Petitioner was hired by Alliance Air also through Aviation Services Company. However, in both contracts it was specifically provided that the Pilot will be under the direct control and supervision of the Air Operator. Alliance Air is a State entity and cannot bend rules the same as private companies do. The Respondent No.2 and 3 are fully aware of this position and it needs to be investigated as to how a Pilot was granted FATA and Security clearance when the employment visa showed the name of an employer which was not an Air Operator. The lapses of the Respondent No.2 and 3 could cause serious consequences that directly endangers life.

6. There are specific dangers to aviation safety if the pilot and more so, the Pilot in Command is not under the Direct Control and Supervision of the Air Operator to whom Air Operator Licence has been issued. Particularly, after 9/11, there was an increased need to ensure the cockpit to be a secure space and it is not clear if the Respondent No.3 intentionally allowed a person to operate an aircraft where the Air Operator itself had no direct control or supervision over the person operating the aircraft.
7. The manner in which the documentation has been prepared by the Respondent No.5 & 6 to ensure the services of the Petitioner is made available indicates not just acts to circumvent the provisions of Labour Laws but probably evasion of taxes, transactions that violate foreign exchange norms, violation of transfer pricing norms etc and the same needs to be investigated thoroughly.
8. The Petitioner is incurring costs to maintain his rented accommodation in Kerala, India and he has to be physically present to remove his belongings and hand over the apartment to its owner. Similarly, he needs to personally deal with the documentation required for change of Tax residency for which he requires a valid visa. Similarly, to transfer his funds from his bank account to the US requires his personal presence. The Respondent No.1 has not yet started to

issue tourist visas and for the Petitioner's entry into India, he requires a visa to enter legally into the country.

9. This Hon'ble Court has the jurisdiction to hear this writ petition. The Petitioner has not approached any other Court or the Supreme Court of India for the same reliefs as sought in this Writ Petition.

10. In the circumstances mentioned above, the Petitioner has no other effective or alternative remedy other than to approach this Hon'ble Court invoking the extra ordinary jurisdiction under Article 226 of the Constitution of India on the following among other:

G R O U N D S

- A. The right to livelihood has been declared to be a part of Article 21 of the Constitution of India and is one of the most cherished right available to any person, a violation of which calls for immediate intervention of the Judicial system to set right the wrong done.
- B. The Petitioner is a tax resident of India and as long as he does not have a proper release through proper documentation, the Petitioner cannot obtain another job in his Home Country or any other locations across the world. The Petitioner has to be personally be present in India to complete the documentation as well as to take back his belongings that are in his rented accommodation.

- C. The Petitioner cannot sustain himself or his family because the Petitioner has not been paid his salary since March 2020.
- D. The Air Safety Regulations require FATA (Foreign Aircrew Temporary Authorisation) to be operator specific and therefore, Air Operators are prohibited from obtaining FATA for persons not under their direct control and supervision.
- E. The Security Clearance obtained from the Civil Aviation Security Regulator is also Operator Specific and therefore, Air Operators are prohibited from obtaining 'security clearance' for persons not under their direct control and supervision.
- F. Contract Labour cannot be employed to carry out the core activity of the Principal Employer.
- G. Contract Labour cannot be employed without the registration of both the Principal Employer and the Contractor at the place of work.

For these and other grounds to be urged at the time of hearing, it is most humbly prayed that this Hon'ble Court may be pleased to grant to the Petitioner the following:-

RELIEFS

- (i) To issue Writ of Mandamus or any other appropriate writ or direction directing the Respondent No.1 to allow the entry of the Petitioner into India for a period

of 90 days to ensure completion of his documentation and relocation back to his home country.

- (ii) To issue Writ of Mandamus or any other appropriate writ or direction to restrain the Respondent No.2 from issuing FATA to any other persons other than employees or persons directly under the control and supervision of the operator.
- (iii) To issue Writ of Mandamus or any other appropriate writ or direction to restrain the Respondent No.3 from issuing 'security clearance' to any other persons other than employees or persons directly under the control and supervision of the operator.
- (iv) To issue Writ of Mandamus or any other appropriate writ or direction directing the Director General of the Respondent No.2 and 3 to conduct an inquiry into the involvement of officers responsible for issue of FATA and security clearance in violation of the Regulations to the Petitioner as well as other Pilots operating for all Air Operators.
- (v) To issue Writ of Mandamus or any other appropriate writ or direction directing the Respondent No.4 to conduct an inquiry and initiate appropriate proceedings including criminal prosecution for violation of labour statutes.

- (vi) pass such other further Order/Orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.

INTERIM RELIEF

During the pendency of this Writ Petition, direct the Respondent No.5 and 6 to deposit into the Petitioner's account in Portugal / UK, an amount of USD 100,000 after making proper provision for Tax in India, for the sustenance of the Petitioner and his family.

Dated this 25th day of June 2021.

Capt. Pedro Guilherme da Veiga
Pereira e Oliveira Artilheiro
represented by the power of
attorney holder Dr. Jain George P

Petitioner

AYSHA ABRAHAM
Counsel for Petitioner