(1)

CW 1867/12

NOTICE OF MOTION

IN THE COURT OF DELHI AT NEW DELHI

NO. WP(C) 2012

SHRI Standing Counsel of DGCA & ors

Advocate Standing Counsel of United India Insurance Co

IN THE MATTER OF:

Manmeet Singhatha Plaintiff /Petitioner

Versus

DGCA & others Defendant Respondent

Sir,

The enclosed application in the aforesaid matter as being filed on behalf of the Petitioner and is likely to be listed on 30/3/12 or any date, thereafter. Please take notice accordingly.

New Delhi

Through

Date : 29/3/12

महानिदेशक नागर विमानन
C/o Dte Gen. of Civil Aviation
प्राप्त किया/RECEIVED
29 MAR 2012
प्राप्ति एवं निर्गम अनुभाग
RECEIPT & ISSUE SECTION

Sh. Asutosh Kaushik
M/s. G.K.I. New Delhi
(ADVOCATES) 9650023410

Lawyers Chambers Building
Delhi High Court, New Delhi

Recd. for 1.5.12
At 11.50 AM

Recd Copy
for Re-5
K.L. Nandwani
29/3/2012

2

IN THE HIGH COURT OF DELHI AT NEW DELHI

To,

The Deputy Registrar
Delhi High Court of Delhi.
New Delhi

Case No. W P (C) of 2002

Narmada Singh & others Plaintiff /Appellants/ Petitioner

VERSUS

DDA & others Defendant/Respondent

Sir,

Will be you kindly treat this accompanying his application as an urgent one in accordance with the High Court Rules and Orders.

1. The grounds of urgency are :- as stated in the application and letter

Yours faithfully,

Address

Advocate for Petitioner / Respondent

New Delhi
Dated : 29/12/02

IN THE HIGH COURT OF DELHI AT NEW DELHI

W.P. (C) 1867 OF 2012

(3)

Namrata Singh ....Petitioner

Versus

DGCA & Ors. ....Respondents

MEMO OF PARTIES

1. Namrata Singh.
   Aged about 24 years.
   W/o Late Capt. Harpreet Singh Sekhon,
   R/o F-2, 6/382, Maruti Apartments
   Chitrakoot, Vaishali Nagar,
   Jaipur ....Petitioner No.1

2. Baby Ebrith.
   Aged 4 months.
   D/o Namrata Singh and Late Capt. Harpreet Singh Sekhon.
   Represented Through her mother
   Namrata Singh.
   Aged about 24 years.
   W/o Late Capt. Harpreet Singh Sekhon,
   R/o F-2, 6/382, Maruti Apartments
   Chitrakoot, Vaishali Nagar,
   Jaipur ....Petitioner No.2

Versus

1. The Director General Civil Aviation (DGCA),
   Aurbindo Marg, Opp. Safdarjung Airport, New Delhi 110 003,
   India ....Respondent no. 1

2. Civil Aviation Ministry,
Through its Secretary
Rajiv Gandhi Bhawan,
Safdarjung Airport,
New Delhi-110003 ....Respondent no.2

3. Air Charter Services (P) Ltd.
Through its Managing Director
Mr. Semoun Jolly
At:
BMS COMPLEX10 PLAZA CINEMA BUILDING
Connaught Place
New Delhi
Also At:
D-67, Ground Floor, Defence Colony,
New Delhi-110024,
India
Also at:
G-5 Building, 4th Floor
Room no. 402/412, IGI Domestic Airport,
Palam , New Delhi-110037. ....Respondent no.3

4. Mr. Sunil Gaur, CEO
D-67, Ground Floor, Defence Colony,
New Delhi-110024,
India ....Respondent No.4

5. United India Insurance Co. Ltd.
60. Skylark Building, 5TH Floor,
Nehru Place
Delhi ....Respondent No.5

THROUGH

PETITIONER'S

ARUN KHATRI

FOR MPARTNERS

M-15, GK-1,

NEW DELHI-110024

NEW DELHI

DATE: 29/3/12

FILED TODAY
Filing No. 54548
29 MAR
Deputy Registrar

IN THE HIGH COURT OF DELHI AT NEW DELHI

W.P. (C) 1862 OF 2012

LIST OF DATES AND SYNOPSIS

Date	Particulars
25.11.2010	Late Capt. Harpreet Singh (Husband of Petitioner) received appointment letter from Respondent No.3 duly signed by its Managing Director, Semoun Jolly and appointed as Executive Pilot.
25.5.2011	Late Capt. Harpreet Singh dies in air crash while flying VT-ACF No. Pilatus PC-12 at Parvartiya Colony, Faridabad, Haryana.
30.5.2011	Death certificate of Late Capt. Harpreet Singh issued by the Nagar Nigam, Faridabad.
23.8.2011	Notice for compensation sent to Respondent no. 3 and 4 through email but of no avail.
29.3.2012	Present writ petition filed. Respectful submission of Petitioners is that by virtue of Rule 17 (1) of the Third Schedule to the said act read with Rule 21 (1), thereof the prescribed liability for death in air accident without requirement of proof, is SDR 1,00,000 (Approx. Rs 1 Crore). The liability cannot be reduced or excluded. It is also the submission of the Petitioners that non maintenance of adequate insurance for the crew members, is blatant violation of Civil Aviation Requirements (CAR). The permit to operate Chartered Flights is itself liable to be cancelled/suspended. Also by wilful misconduct and non compliance of applicable rules, Respondent No. 3 and 4, become liable for unlimited liability under the Statement and Objects of the Carriage by Air Act. Penalty is liable to be imposed on the carrier (Res No. 3 and 4) evading insurance obligation. Facts of another writ Nirmala & Anr. Vs DGCA and ors. apply to the present petition since both writs arise under same cause of action against the same respondents.

PETITIONER

THROUGH

ARUN KHATRI

FOR MPARTNERS

M-15, GK-1,

NEW DELHI-110024

NEW DELHI

DATE: 20/8/12

+

IN THE HIGH COURT OF DELHI AT NEW DELHI

W.P. (C) 1867 .....OF 2012

Namrata Singh ....Petitioner

Versus

DGCA & Ors.

....Respondents

WRIT PETITION UNDER ARTICLE 226 OF THE CONSTITUTION OF INDIA SEEKING ORDER, DIRECTION OR WRIT IN THE NATURE OF MANDAMUS,

A. **DIRECTING RESPONDENT 1 AND 2 TO PAY COMPENSATION/DAMAGES FOR THE LOSS OF LIFE OF CAPT. HARPREET SINGH SHEKHON, HUSBAND OF PETITIONER NO.1 AND FATHER OF PETITIONER NO.2, IN AIRCRASH INVOLVING AN AIRCRAFT WHICH WAS ALLOWED TO FLY WITHOUT MANDATORY SAFETY AND INSURANCE COMPLIANCES; AND**

B. **TO CANCEL THE PERMIT FOR FLIGHT OPERATIONS GRANTED TO RESPONDENT NO. 3 ON ACCOUNT OF NON COMPLIANCE WITH THE APPLICABLE MANDATORY GUIDELINES;**

C. **TO IMPLEMENT UNLIMITED (RS TWO CRORES) LIABILITY AS PER CARRIAGE BY AIR ACT UPON THE RESPONDENT NO. 3 AND 4 FOR WILFUL MISCONDUCT AND NON COMPLIANCE OF THE APPLICABLE RULES.**

D. **DIRECT RESPONDENT NO. 3 AND 4 TO PAY COMPENSATION TO PETITIONER TO THE TUNE OF RS TWO CRORE.**

E. **IMPOSE A PENALTY OF RS 5 CRORES UPON RESPONDENT NO. 3 AND 4 FOR NON COMPLIANCE WITH THE APPLICABLE RULES AND TO ORDER THAT THEREFROM PAY THE SAID PENALTY/DAMAGES TO THE PETITIONER.**

MOST RESPECTFULLY SHOWETH:

1. The Petitioner no. 1 aged about 24 years is the wife and Petitioner No.2 aged 4 months is the daughter of deceased Late Capt. Harpreet Singh Sekhon, who was employed as a Pilot, on Pilatus PC-12 Aircraft having Registration No. VT-ACF (hereinafter "**Aircraft**"), owned by Respondent No. 3, at the salary of Rs. 2,00,000/- per month. A copy of the Appointment letter dated 25.11.2010 issued by Respondent No. 3 under the signatures of its Managing Director, is annexed and marked as **Annexure P-1**.

2. Respondent No. 1 is the Regulatory Agency empowered by the Central Government, to regulate the aviation industry and activities all over India. Respondent No. 2 exercises administrative control over attached and autonomous organizations like the Directorate General of Civil Aviation etc., and in that sense, is the super regulator.

3. Respondent No. 3 is the Company incorporated under the Companies Act, 1956 having its registered office at BMS Complex 10 Plaza Cinema Building, Connaught Place and is engaged in the business of flight operations and holds Non Scheduled Operators Permit (NSOP). A copy of the list of the non scheduled operators permit holders is available on the website of Director General Civil Aviation and is annexed and marked as **Annexure P-2**.

4. On 25.05.2011, Captain Harpreet Singh, while piloting a flight from Patna to Delhi in Pilatus PC-12, Registration No. VT-ACF owned by Respondent Nos. 3 and 4, died on the spot along with all crew members and passengers due to air crash at Parvatiya Colony, Faridabad.

5. The Petitioner No.1 who was pregnant at the time of her husband's death, approached Respondents No. 3 and 4 several times for compensation but of no avail.

6. In view of this fact and non-payment of any compensation, the Petitioner was constrained to serve legal notice on the respondents through email dated 23.8.2011. But the Respondent's failed to comply with the terms of the said legal notice. Copy of the Legal Notice is attached and marked as **Annexure P-3**.

7. When Petitioner questioned the Respondent No. 4 about the insurance claim received by them for the air crash which was reportedly about Rs. 14 Crores, the same was denied by Respondent No. 4 stating that they had not received any claim or amount under any insurance. On further insistence of Petitioner, Respondent No. 4 handed over the insurance policy issued by Respondent No.5. A copy of the Insurance Policy issued by United India Insurance Co. is annexed and marked as **Annexure P-4**. However, it was later transpired, the Respondent No. 3 and 4 have actually received Rs 13.49 crores as insurance claim.

8. The Petitioner No.1 requested the Respondent No. 3 and 4 several times for payment of just compensation, but the Respondent No. 4 kept on prolonging the matter by dodging and giving false assurances to the Petitioner. Situation worsened to the level that Respondent 3 and 4 have stopped taking calls of the Petitioner No.1. Finally she wrote a mail dated Dec 28,2011 and requested for

settlement of claim. In the said mail, she also highlighted the fact that she is a single mother supporting an infant without any income. However, the said mail was never replied back. A copy of the email dated Dec 28, 2011 is annexed and marked as **Annexure P-5**.

9. That Respondent No.1 being the regulator of aviation industry given powers under Rule 133 A of the Aircraft Rules, 1937, to issue Civil Aviation Requirements (CAR) to Aircraft Owners. In exercise of said statutory powers and duties, Respondent No.1, vide Circular dated 1.6.2010 titled Civil Aviation Requirement Section 3 Air Transport Series 'C' Part III Issue II (hereinafter the "**Circular**") dated 1.6.2010, issued Minimum Requirements for Grant of Permit to Operate Non Scheduled Air Transport Services. A copy of the said circular is annexed and marked as **Annexure P-6**.

10. As per the above Circular, for operation of any Non Scheduled Air Transport Services, the permission of Government of India is required. It is also stipulated in the Circular, that this power has been delegated to Respondent No.1, based on which permission is given by way of issuing Non Scheduled Operators Permit, by the Respondent No. 1.

11. Respondent No.1 under Item 10 of the said Circular has also laid down "General Requirements". As per clause 10.10 of Item 10 of "General Requirements", it is mandatory for every operator, to maintain a current insurance for an amount adequate to cover its liability towards passengers and their baggage, crew, cargo, hull loss etc. Clause 10.10 is reproduced herein below for ready reference:

' *10.10 The operator shall maintain a current insurance for an amount adequate to cover its liability towards passengers and their*

baggage, crew, cargo, hull loss and third party risks in compliance with the requirements of the Carriage by Air Act, 1972, or any other applicable law.'

12. It is necessary to mention that Pilots and Co-Pilots were not insured by Respondent 3 and 4 as evident from the reply to the RTI application filed by the heirs of Co-Pilot, while the Claim paid to Respondent No. 3 and 4 was informed to be huge sum of Rs. 13,49,90,000/- (Rupees Thirteen Crores Forty Nine Lacs Ninety Thousand only). A copy of the RTI application and reply dated 14.2.2012 by Respondent No. 5 to the application of Amanjeet Kataria, brother of the deceased Co-Pilot, indicating that Pilots and Co-Pilots were not insured is annexed and marked as **Annexure P-7(Colly)**

13. It is respectfully submitted that another writ titled Nirmala & Anr. Vs DGCA & Anr. is filed by the LR's of deceased Co-pilot Capt. Manjeet Kataria on similar facts. The facts and submissions of the said writ are also applicable on the present petition.

14. It is pertinent to mention that under the Item 10 of General Requirements of the Circular dated 1.6.2010, it is mandatory for the operator to maintain insurance for the crew as per the Carriage by Air Act.

15. As per Rule 21 (1) of the Third Schedule of Carriage by Air Act, the prescribed liability for death in air accident, is One Lac Special Drawing Rights (SDR's) (1,00,000), without requirement of proof of loss ans carrier cannot limit or exclude its liability, while if any individual contests and proves his net worth and loss to LR's is more, then that much is paid. In other words, statutory minimum compensation for death in air crash, as

per adopted Montreal Convention, is One Lac Thirteen Thousand One Hundred Special Drawing Rights.

16. Over and above the normal requirements as detailed above, that as per Carriage by Air Act, unlimited liability can be imposed on the Operator i.e. Respondent No.3 and 4 in this case, for willful misconduct as per the Statement of Objects and Reasons of the Act. The present case is one of willful misconduct as Respondent No. 3 and 4 have deliberately avoided maintaining insurance cover of One Lac [illegible] Special Drawing Rights.

17. The Respondents are thus liable to compensate the Petitioner's. Respondent No. 1 and 2 as they have failed in fulfilling their duties entrusted upon them by law. Respondent No. 3 and 4 for their willful misconduct of not maintaining adequate insurance cover, as mandatory by law and also under Rule 17 (1) of the Third Schedule of the Carriage by Air Act. As such, all the Respondents are liable jointly and severally to pay compensation to the Petitioner.

18. Petitioner is a widow having a daughter of four months only. Petitioner has not only suffered emotional loss which cannot be compensated but also substantial financial loss. She not only has to maintain herself but also a newly born daughter of four months.

19. Respondent No.3 and 4 not only violated the mandatory provision of maintaining adequate insurance, but also played a fraud on Late Capt Harpreet Singh and thereby on Petitioners by not maintaining the insurance as mentioned and promised in the Appointment Letter of deceased Capt Harpreet Singh.

20. Not only Petitioner has suffered this loss but also the high salary escalations which were bound to be earned by Late Captain Harpreet Singh.

21. The situation of Petitioner, due to the untimely loss of her husband, has deteriorated to the extreme point and the Petitioner is now leading a heavily indebted life which will further deteriorate unless compensation is awarded.

22. It is also pertinent to mention that Respondent No. 3 and 4 have already availed around Rs 13.49 crores from the Respondent No. 5 i.e. insurance agency but has not paid even the minimum statutory amount of One Lac [illegible] Special Drawing Rights to the Petitioner or any other legal heir of the Late Captain Harpreet Singh.

23. That no compensation has been paid to the Petitioner till now by the Respondents.

24. That the Petitioner is filing this Petition for himself and on behalf of her newly born daughter.

25. That the Petitioner has not filed any other similar writ petition in this Hon'ble Court, in any other High Court, or in Supreme Court of India.

26. That the Petitioner has no other alternative efficacious remedy except the filing of the present writ petition.

27. That this Petition is filed bonafide, in the interest of justice and without undue delay.

PRAYER

In view of the above-mentioned facts and circumstances, it is therefore prayed that this Hon'ble Court may be pleased to issue an appropriate writ, order or direction:-

a. calling for the relevant records of the respondents and on a consideration of the averments in this petition, award compensation/damages for the loss of life of Capt. Harpreet Singh,

husband of petitioner to the tune of One Lac [illegible] Special Drawing Rights holding Respondents nos. 1-4 as jointly and severally liable.

b. holding that respondent no. 1 and 2 have violated the statutory duties and responsibilities by allowing respondent no. 3 to operate flights without adhering to the guidelines and functions entrusted under civil aviation requirement;

c. to cancel the permit of flight operations of Respondent no. 3, in view of the gross non compliance with the applicable guidelines/regulations of not maintaining insurance and for failure to make payment of compensation of One Lac [illegible] Special Drawing Rights in relation to the death of Capt. Harpreet Singh;

d. to hold that unlimited liability, as per Carriage by Air Act, gets attracted/applicable upon the Respondent no. 3 and 4, for wilful misconduct and non compliance of the rules framed by the Respondent no.1 and 2.

e. impose a penalty of Rs. 5 crores on Respondent no. 3 and 4 for non compliance with the applicable rules, and to direct payment of part/whole of said penalty/damages, to the petitioner as special damages;

f. any other writ, order or direction, which may be deemed fit and proper in the facts and circumstance of the case and in the interest of justice.

PETITIONER

THROUGH

ARUN KHATRI
FOR MPARTNERS
A-199 Defence Colony,
NEW Delhi-110024

29/3/12

IN THE HIGH COURT OF DELHI AT NEW DELHI

W.P. (C) 1867 OF 2012

Nirmal & Anr. ....Petitioner

Versus

DGCA & Ors.

....Respondents

AFFIDAVIT

I, Namrata Singh w/o Late Capt. Harpreet Singh Sekhon, aged about 24 years, R/o F-2,6/382 Maruti Apartments, Chitrakoot, Vaishali Nagar, Jaipur, presently at New Delhi do hereby solemnly affirm and declare as under:

1. That I am the Petitioner no.1 in the accompanying Writ Petition and am therefore well conversant with the facts of the case and as such competent to swear this affidavit.
2. That I state that the contents of the accompanying WRIT which may be read as the part of the present affidavit for all the intents and purposes , which are related to the facts are true and are correct to my knowledge.

N. Singh

DEPONENT

VERIFICATION:

Verified at New Delhi on this 29th day of March 2012 that the contents of the above affidavit are true and correct to my knowledge and nothing material has been concealed there from.

CERTIFIED THAT THE DEPONENT
Shri/Smt. ...
S/o, W/o, D/o ...
Identified by ...
Has solemnly affirmed ...
Delhi ...
That the contents of the affidavit
Which ... to
him are ... correct to his knowledge

23
Oath Commissioner Delhi

N. Singh

DEPONENT

ACS

Any Time Any Where

An ISO 9001:2000 Certified Company

ANNEX-P-I

(16)

CAPT. HARPREET SINGH
3301, SECTOR - 6, PLOT - 7,
GYAN SHAKTI APPARTMENTS,
DWARKA, NEW DELHI - 110075

November 25, 2010

Sub. : LETTER OF APPOINTMENT

Dear Capt. Harpreet,

We are pleased to inform you that you have been selected for this organization as **Executive Pilot** w.e.f. 01st December 2010 subject to your acceptance and confirmation on the following terms and conditions-

Terms and conditions:

1) Your salary will be Rs. 2,00,000/ (net) in hand (all taxes will be paid by the company)
2) You will be provided Mobile Phone with Sim Card by the company.
3) You will be paid the conveyance allowance of Rs. 1,000/- per flight.
4) The arrangements for accommodation & transportation at outstation along with the out of pocket expenses will be at company's expense.
5) You shall be covered under Ground Hospitalization/ Personal Accident Insurance as per the policy of the company.
6) For any clarifications / work job you have to report to Director / CEO.
7) Your service will be governed by the Rules, which are prevailing or amended from time to time.
8) Your duty timings will be as decided by the company based on flying commitments. In case of any emergency you have to report any time as per requirement.
9) Six months notice will be required on either side in the case of termination of your service.

If the above offer is acceptable to you please sign the attached copy and return the same to the office immediately for duty.

Very truly yours,

FOR AIR CHARTER SERVICES PVT. LTD.

SEMOUN JOLLY
(Managing Director)

OFFICE COPY

Accepted

Harpreet Singh Sekhon

(CAPT. HARPREET SINGH)

Tel. : +91-11-25674449, 25674558, 25671327, 25674848
Fax : +91-11-25674479
Website : www.aircharterservices.com
Room No. 402/412, 4th Floor, G+5 Building
Opposite Terminal IB, IGI Domestic Airport
New Delhi - 110 037

ANNEXURE R-2

LIST OF NON-SCHEDULED OPERATOR'S PERMIT HOLDERS

(as on 01.03.2012)

S. No	Name	Accountable Manager	Tel/Fax/ e-mail	NSOP No/ Category	Dt. of Issue	Valid upto	Aircraft Type	A/c No.	Reg. No.	Seat
1.	**Abhijeet Projects Ltd.** 6th floor, Landmark Buildings, Wardha Road, Nagpur-440 010.	Mr. Piyush Banthia	712-3011418 FAX-712-3011405	02/2012	17.02.2012	16.02.2014	Challenger 605	01	VT-MKJ	09
2.	**Abir Infrastructure Pvt. Ltd.**, Block 'C' Ground floor, 14, Factory Road, Near Safdarjung Hospital, New Delhi – 29.	Mr. K. Gnyandeep	0124 44630800 Fax-0124 44630888 khan@abir.in	24/2008 Passenger	11.09.2008	10.09.2012	BELL 407 (H)	01	VT-ABR	
							BELL 412 EP (H)	01	VT-ABT	13
3.	**Aerial Advertising Pvt. Ltd.** 86, Sector 11-A, Chandigarh-160011.	Capt. Sukhdev.S, Dhillon	0172-4638116 Fax-2747887 captdhillon@skyads.asia	29/2008 Passenger	24.10.2008	23.10.2012	Piper Super Cub PA-184 "150"	01	VT-DME	01
4.	**Aerotech Aviation India Pvt. Ltd.** Room No. 506, G+5 Building (Airport Building 101) Opp. Terminal 1 B, IGI Airport, New Delhi-110037.	Wg. Cdr (Retd) Rupinder Singh	011-45756013 Fax-25654855 Rupinder.singh@aerotechindia.com	6/2005 Charter	08.12.2005	07.12.2012	Agusta 109C (H)	01	VT-ATA	
							King Air C90	01	VT-JIL	6
							Bell 407 (H)	01	VT-PNA	7
5.	**Ahmedabad Aviation & Aeronautics Ltd.** AAA Hangar, Old Terminal Airport, Ahmedabad – 380016.	Mr. Vinod Kumar Mittal	079-22861406 Fax-079-22861408 Vkmittal16@gmail.com	1/1995 Charter	19.01.1995	18.01.2013	Cessna 172	03	VT-ABK VT-ABN VT-MEH	
6.	**Air Car Airline Pvt.**		91-11-	02/2010	5.5.2010	4.5.2013	Cirrus SR-22	01	VT-SBE	03

S. No	Name	Accountable Manager	Tel/Fax/ e-mail	NSOP No/ Category	Dt. of Issue	Valid upto	Aircraft Type	A/c No.	Reg. No.	Seat
	Ltd. 29, Presidential Estate, Nizamuddin (East), New Delhi – 110 013.		46521553 91-11-41717454 Md@clubon eair.com	charter						
7.	**Air One Aviation Pvt. Ltd.,** D-112, Panchsheel Enclave, New Delhi-110017	Mr. Puran Jai Rai	011-65576746 47401343-F puranjai.rai @airone.in	06/2011	28.04.2011	27.04.2013	Cessna Citation 560 XLS	01	VT-AON	09
							AS 365 N2 Dauphin	01	VT-SIM	05
							Ecureuil AS 355N	02	VT-SIO VT-SIL	
							Embraer 190-100 ECJ/LINEAGE 1000	01	VT-AOP	17
8.	**Airworks India Engg. (P) Ltd** Santa Cruz Old Airport, Near Military Camp, Gate No.8, Santa Cruz (East) Mumbai-400 029.	Mr. Ravi Menon	022-26158900/M b.09619680 133 Fax-022-26158956	3/1990 Passenger	27.07.1990	27.02.2013	Super King Air B200	01	VT-RSB	
9.	**AK Aviation Pvt. Ltd** 1-Marine Chambers, 43-New Marine Lines, Mumbai – 20	Mr. Ashok Kumar Rawat	+91-22-66382729:6 6382739 Fax: +91-22-2207101966 338126 ashok@akav iatio.in/info@ akaviatii.in /suneet@ak aviation.in	22/2009 passenger	17.7.09	16.7.2012	Bell Jet Ranger 206 B3 (H)	01	VT-AKR	4

S. No	Name	Accountable Manager	Tel/Fax/ e-mail	NSOP No/ Category	Dt. of Issue	Valid upto	Aircraft Type	A/c No.	Reg. No.	Seat
10.	**Asia Aviation Ltd** Thapar House, 124 Janpath New Delhi-110001.	Capt. V.K. Kukar	011-23368361 23367876 23340526 23340573-F	6/1998 Passenger	27.07.98	02.08.2013	Gulfstream G IV SP	01	VT-MST	14
11.	**Aviators India Pvt. Ltd.** 1309, Brigade Towers, 135 Brigade Road, Bangalore-560025	Capt. Arun Sharma	080-22219838-39 22229252-F 22213849-F aviators@vsnl.com	7/2004 Passenger	06.09.2011	05.09.2013	Embraer Phenom 100	01	VT-AVS	04
							Pilatus PC 12/47	01	VT-TEM	06
12.	**AR Airways (P) Ltd.** 8/23, Mehram Nagar, Near Domestic Airport T1-B, New Delhi-110 037.	Mr. Ashok Pratap Rai	11-25671831-Fax-011 25674009 rkanurag @cluboneair .com	1/2005 Passenger	12.05.2005	11.05.2013	Cessna Cit XL	01	VT-CLA	09
							Cessna Cit S.II	01	VT-KMB	08
							Cessna Cit II	01	VT-CLB	07
							Cessna Cit 550	02	VT-CLC VT-CLD	
							Cessna Cit 560XL	01	VT-ARA	08
							Cirrus SR-20	01	VT-CLE	03
							CL-600-B219 CRJ-100	01	VT-ARE	18
13.	**Alchemist Airways Pvt. Ltd.** SCO 12-13, Sector 9D, Madhya Marg Chandigarh	Lt. Col.(Retd) Anil Raj	011-25671568 Fax-25671569-F 0172-2743480 4680000 4680003-F anilraj@alchemist.co.in	9/2006 Passenger	09.11.2006	08.11.2012	King Air C-90A	1	VT-SLK	06
14.	**Airmid Aviation Services Pvt. Ltd.** E-29, First Floor, Connaught Place, New Delhi – 110001	Mr. V.B. Suresh Iyer	011 30476300 Fax-011 30476317 Iyer.v@indiabulls.com	4/2008 Passenger	30.01.2008	29.01.2013	2B16(CL 604)	1	VT-IBR	12
							Cessna 550 BRAVO	1	VT-IBS	07
							Bombardier Challenger 850 (CL 600 2B 19)	1	VT-IBP	15
							EC 135 P2+ (H)	1	VT-IBA	

S. No	Name	Accountable Manager	Tel/Fax/ e-mail	NSOP No/ Category	Dt. of Issue	Valid upto	Aircraft Type	A/c No.	Reg. No.	Seat
15.	**Air Charter Services Pvt. Ltd.** BMC Complex, 2nd Floor, H-10, Plaza Cinema Building, Connaught Place, New Delhi-110001		011-25674558 25671327 25674479-F	15/2008 Charter	15.05.2008	14.05.2013	King Air C90A	1	VT-JPK	06
							Super King Air 350 VT-ACD	1	VT-ACD	
							Super King Air B-200	1	VT-FAE	
							Pilatus PC 12/45	3	VT-ACF VT-ACG VT-ACH	
16.	**AAA Aviation Pvt. Ltd.** 16/A, Alli Chambers, 2nd Floor, Nagindas Master Road, Fort, Mumbai – 400 001	Capt P.K. Mishra	022-26614433 Fax-022 26602600 Captpkm.aaa@krystal-group.com	17/2008 Passenger	11.06.2008	10.06.2013	R-44 Raven II (H)	1	VT-ZJM	03
							King Air C-90B	1	VT-DEJ	05
17.	**Amber Aviation India Pvt. Ltd.** C-1, Phase-II, Focal Point, Rajpura, Patiala Distt., Punjab-140401	Mr. Jasbir Singh	05944-233596,921 9413693 Fax-05955-233596 jasbirsingh@ambergroupindia.com	31/2008 Charter	14.11.2009	13.11.2012	Cessna 172 SP Skyhawk	02	VT-AAG VT-AAL	
							PA-34-220T SENECA-III	01	VT-AJO	06
18.	**Aryan Aviation Pvt. Ltd.** 7, Koldongri C0-operative Society, Sahar Road, Andheri East, Mumbai – 400099	Capt. V.K. Singh	11-24105187 Fax-11-24107090 vipin@aryanaviation.com	13/2009 Passenger	08.04.2009	07.04.2013	Agusta A109-C (H)	01	VT-VKS	06
19.	**Ashok Sawhny** (Doing business as Monarch International) 112, Sunder Nagar, New Delhi-110003	Mrs. Jyoti Gupta	11-26226882 Fax-26236365 helicopters@monarchinternational.biz	15/2009 Passenger	09.04.2009	08.04.2013	Enstrom 480B (H)	01	VT-MIA	04

Annexure P-3

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All Mail
Spam (13)
Trash

Contacts

Labels
[Imap]/Trash (14)
Claims
Harpreet FB (10)
WWICS
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Expand all Print New window

Death compensation claim for Capt. Harpreet Singh Sekhon (Commercial Pilot License No. 5251) Claims

Namrata Singh <navisingh4512@gmail.com> Tue, Aug 23, 2011 at 9:18 PM

To: semoun@aircharterservices.com
Cc: sidhu@mvkini.com, dushyant@mvkini.com, sumeetsran@yahoo.co.in
Bcc: dharmindersidhu@yahoo.co.in

Reply | Reply to all | Forward | Print | Delete | Show original

To,

Mr. Semoun Jolly
Managing Director,
Air Charter Services Pvt. Ltd,
Room No.402 / 412, 4th Floor G+5 Building
Terminal 1B,
Domestic Airport, Palam,
New Delhi - 110037, INDIA

Ref: 1. Appointment Letter dated November 25th, 2010.
2. Aircrash of your flight VT – ACF No. Pilatus PC-12 on 25th May, 2011 at Parvartiya Colony, Faridabad, Haryana

---

Dear Sir,

1. This is in reference to the air-crash of Pilatus

PC-12 aircraft with registration number VT –ACF belonging to your company, on the night of 25th May, 2011 at Parvartiya Colony, Faridabad, Haryana.

2. As is known, the said air-crash resulted into the death of all 07 occupants including the death of my husband Capt. Harpreet Singh Sekhon (age 29 years) who had joined your company on 01st December, 2010 as Executive Pilot, vide the letter of appointment dated 25November2010. The 'Death Certificate' along with the copies of the 'Police Report' and 'Post Mortem Report' are already with your office.

3. I, Mrs. Namrata Singh, wife of Late Capt Harpreet Singh Sekhon hereby submit the "Death Claim" of my late husband on the basis of the "Salary Certificate" provided by you and the other relevant provisions of the Employees Compensation Act, 1923 which covers the category of employment applicable to my husband:

	Particulars		Amount (In Rupees)
1. Death Claim (Calculated as per Employees Compensation Act,1923 i.e. Half of monthly wages amounting to Rs. 1,00,000 multiplied with the relevant factor of 209.92)		2,09,92,000	
2. Funeral Expenses		5,000	

Total		2,09,97,000	

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4. In view of the above, you are kindly requested to settle the claim amount of Rs. 2,09,97,000 (Rs. Two Crores Nine Lakhs and Ninety Seven Thousand), expeditiously in favour of the following legal heirs in equal proportions, as per our earlier letter dated 23rd June 2011, for which the details are given below.

a. 2/3rd in favour of Mrs. Namrata Singh (in personal capacity) and for Capt. Harpreet Singh Sekhon's unborn child, in her womb.

b. Mrs. Jagjit Kaur, mother of late Capt. Harpreet Singh Sekhon.

Thanking you for your kind consideration,

Yours faithfully,

Ms. Namrata Singh
(Wife of the Late Capt. Harpreet Singh Sekhon)

Reply | Reply to all | Forward | Print | Delete | Show original

Capt SS Sran Wed, Aug 24, 2011 at 2:33 PM

Namrata Singh <navisingh4512@gmail.com> Wed, Dec 28, 2011 at 5:29 PM

To: semoun@aircharterservices.com
Cc: sumeetsran@yahoo.co.in
Bcc: dharmindersidhu@yahoo.co.in, dushyant@mvkini.com, sidhu@mvkini.com

Reply | Reply to all | Forward | Print | Delete | Show original

Dear Sir,
Further to my earlier mail dated 23Aug2011 which is appended below, and hard copy of which was sent to your office.
For all the verbal assurances, and support I've recieved so far,I'm thankful to you and Aircharter Sservices Pvt Ltd.
However, I request you to please apprise me the current status of the compensation claim.
My daughter through my late husband Capt Harpreet Singh Sekhon was born on 07Nov2011. andas you will appreciate the difficulties of single mother supporting an infant without any steady income/salary, I will request you to expeditiously settle the claim.

(29)

यू.नाइटेड इंडिया इन्श्यूरेन्स कं. लि. UNITED INDIA INSURANCE

ANNEX P-4

POLICY SCHEDULE

Dept :Aviation | Hull All Risks

Policy Number :040600/43/10/01/00000002

Agent Code:88888058 Agent Name: JK Risk Managers and Insurance Brokers Ltd Agent Contact No: 0111 23311112-

Insured's Name: AIR CHARTER SERVICES PVT. LTD.
Address : G-5 BUILDING, 4TH FLOOR, ROOM NO.402/412, IGI DOMESTIC AIRPORT, PALAM, NEW DELHI Dist. : DELHI, Delhi 110037 Tel. No.: 25674449,
Development Officer : 777777 Client Type:Corporate

Issuing Office Code : 040600
Address : 60, SKYLARK BUILDING, 5TH FLOOR, NEHRU DELHI Tel : 26439984, 26452631, FAX-26-
Telephone : Fax: email.

Date Of Proposal & Declaration:14/01/2011 Paid Up Capital:Upto Rs. 15 Crores
Policy Period: 00:00Hrs On 16/01/2011 To Midnight of 15/01/2012 Receipt Date & No. : 14/01/2011 040600 [illegible]

Net Premium :278920 RUPEES TWO LAKH SEVENTY EIGHT THOUSAND NINE HUNDRED TWENTY ONLY
UIIC 040600 : 100%

Srl.No	Description	Sum Insu
1	HULL ALL RISK. (TOTAL PREMIUM UNDER THE POLICY IS RS.12,30,595/- INCLUDING TAX PAYABLE IN 4 EQUAL INSTALMENTS	[illegible]
2	HULL WAR RISK LIABILITY	[illegible]
3	THIRD PARTY LIABILITY INCLUDING PASSENGER LEGAL LIABILITY OF RS.50 LACS PER PASS. & BAGGAGE LEGAL LIAB. OF RS:25000/- PER PASS.	[illegible]
	Total Sum Insured (Rs.)	[illegible]

Total Sum Insured (In Words) : RUPEES TWO HUNDRED NINETY SEVEN CRORE ONLY

Risks Covered : HULL ALL RISKS FOR NON SCHEDULED CHARTER TYPE-FIXED WING, MAKE-PILATUS PC-12/45 MODEL [illegible] 8+2, TURBINE ENGINE, REG NO. N386F.
Location : INDIA INCLUDING J&K, NEPAL, SRILANKA, PAKISTAN, AFGHANISTAN, IRAN, IRAQ, OTHERWISE [illegible] AT THE AIRPORT/AMRITSAR AIRPORT
Special Peril : HULL ALL RISKS, (FLIGHT, TAXING, GROUNDED, MOORED AS THE CASE MAY BE). HULL WAR RISKS. THIRD PARTY LIA INCLUDING PASSENGER LIABILITY AND BAGGAGE LIABILITY.
Special Exclusion : AS PER AVIATION POLICY.
Subject To Clause : 1. AS PER AVIATION POLICY CLAUSE (E.W.F). EXCEPT FOR THE ABOVE MENTIONED COUNTRIES. 2. HULL WAR INS DURING FERRY FLIGHT (FROM BOURNEMOUTH,UK TO CORFU,CORFU TO LUXOR,LUXOR TO FUJAIRAH,FUJAIRAH TO DELHI PILATUS PC-12/45 LTD.UK & RANGESLYER INC.USA
Special Excess : DEDUCTIBLE INR 5 LAKHS FOR EACH AND EVERY LOSS EXCLUDING TL/STL/ATL. W. DEDUCTIBLE FOR [illegible]
Special Conditions: PILOT S WARRANTY/FERRY:- PILOT IN COMMAND DULY LICENCED AND CERTIFIED FOR THE FLIGHTS WITH A MINIMUM OF 2000 HOURS OF FLYING EXPERIENCE AND 1000 HOURS ON MULTI ENGINE JET AND 250 HOURS ON MAKE AND MODEL.

CO-PILOT:- DULY LICENCED AND CERTIFIED FOR THE FLIGHTS, WITH A MINIMUM OF 1000 HOURS OF FLYING EXPERIENCE AND 500 HOURS ON MULTIENGINE JET AND 100 HOURS ON MAKE AND MODEL.

PILOT WARRANTY FOR REGULAR OPERATION.- DULY LICENCED AND

In witness whereof this policy has been signed at NEW DELHI
on this 14th day of January , 2011.

For And On Behalf Of
United India Insurance Company

12 12

ANNEXT-. P-5

Namrata Singh Wed, Dec 28, 2011 at 5:29 PM

(25)

<navisingh4512@gmail.com>
To: semoun@aircharterservices.com
Cc: sumeetsran@yahoo.co.in
Bcc: dharmindersidhu@yahoo.co.in, dushyant@mvkini.com, sidhu@mvkini.com
Reply | Reply to all | Forward | Print | Delete | Show original

Dear Sir,
Further to my earlier mail dated 23Aug2011 which is appended below, and hard copy of which was sent to your office.
For all the verbal assurances, and support I've recieved so far,I'm thankful to you and Aircharter Sservices Pvt Ltd.
However, I request you to please apprise me the current status of the compensation claim.
My daughter through my late husband Capt Harpreet Singh Sekhon was born on 07Nov2011, andas you will appreciate the difficulties of single mother supporting an infant without any steady income/salary, I will request you to expeditiously settle the claim.
Regards,
Ms Namrata Singh
w/o Late Capt Harpreet Singh Sekhon
Mob +91-8107830080

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ANNEXT-P-6

GOVERNMENT OF INDIA

OFFICE OF THE DIRECTOR GENERAL OF CIVIL AVIATION

TECHNICAL CENTRE, OPP SAFDARJUNG AIRPORT, NEW DELHI

CIVIL AVIATION REQUIREMENT
SECTION 3 AIR TRANSPORT
SERIES 'C' PART III
ISSUE II, 1st JUNE 2010 **EFFECTIVE: FORTHWITH**

File No.: AV.14027/02/2002-AT.1

Subject: MINIMUM REQUIREMENTS FOR GRANT OF PERMIT TO OPERATE NON-SCHEDULED AIR TRANSPORT SERVICES.

1. INTRODUCTION

Sub-rule (3) of Rule 134 of the Aircraft Rules, 1937 specifies that no air transport service, other than a scheduled air transport service or an air transport service to which the provisions of sub rule (1) or (2) of rule 134 apply, shall be operated except with the special permission of the Central Government and subject to such conditions as it may think fit to impose. In other words, permission of the government is required for operation of non-scheduled air transport services. The power, in this regard, is delegated to the Director General and to the Joint Director General of Civil Aviation, based on which the permission is given by way of issuing a Non-scheduled Operator's Permit (NSOP). This Civil Aviation Requirement contains the minimum airworthiness and operational requirements and also the procedural requirements for grant of an NSOP. In this issue of the CAR, the requirements for grant of NSOP (Passenger) and NSOP (Charter) have been amalgamated and a uniform code for operation of non-scheduled air transport services has been laid down. This CAR is issued under provisions of Rule 133A of the Aircraft Rules, 1937 and the requirements contained here are complementary to the requirements of ICAO Annex 6 Part I, as applicable to non-scheduled operations.

This CAR cancels CAR Section 3 Series 'C' Parts V and VI.

2. APPLICABILITY AND SCOPE

2.1 Non-scheduled air transport services may be carried out by using:

(i) Multi engine aeroplanes;

(ii) Single turbine engined aeroplanes having maximum seating capacity not exceeding nine seats excluding crew seats;

(iii) Single piston engined aeroplanes having maximum seating capacity not exceeding four seats excluding crew seats;

(iv) Single or multi engine helicopters;

(v) Seaplanes;

(vi) Gliders, hot air balloons, airships and Micro lights for the purpose of joy rides.

2.2 Single engine, turbine powered aeroplanes may be operated day/night, VFR/IFR weather conditions as per their certification and operating procedures stipulated in flight manual. Single engine piston airplanes shall not be operated at night or in Instrument Meteorological conditions. However, they may be operated under special VFR subject to the limitations contained in the type certificate.

2.3 Operations with single engine aeroplanes shall be conducted only on domestic sectors except for medical evacuation flights and shall be operated along such routes or within such areas for which surfaces are available which permit a safe forced landing to be executed.

2.4 The carriage of passengers by a non-scheduled operator's permit holder may be performed on per seat basis or by way of chartering the whole aircraft on per flight basis, or both. There is no bar on the same aircraft being used for either purpose as per the requirement of customers from time to time. The operator is also free to operate a series of flights on any sector within India by selling individual seats but will not be permitted to publish time table for such flights. Operation of revenue charters to points outside India may also be undertaken as per paragraph 9.2.

2.5 A non-Scheduled Operator is also allowed to operate revenue charter flights for a company within its group companies, subsidiary companies, sister concern, associated companies, own employees, including Chairman and members of the Board of Directors of the company and their family members, provided it is operated for remuneration, whether such service consists of a single flight or series of flights over any period of time.

2.6 The Non-Scheduled Operator's Permit holders can also undertake Aerial Work by an aircraft suitable for such work. Aerial Work means any aircraft operation undertaken for an industrial or commercial purpose or any other remunerative purpose, but does not include operation of an air transport service.

2.7 This CAR applies to all Non-Scheduled Operator's Permit holders including to those, who have obtained their permits prior to the coming into force of this CAR. However, they shall comply with the requirements of Para 4.2 (b) of this CAR, within 06 months of the date of effectivity of the CAR.

3. DEFINITIONS

3.1 '**Air transport service**' means a service for the transport by air of persons, mails or any other thing, animate or inanimate, for any kind of remuneration whatsoever, whether such service consists of a single flight or series of flights;

3.2 **'Scheduled air transport service'** means an air transport service undertaken between the same two or more places and operated according to a published time table or with flights so regular or frequent that they constitute a recognisably systematic series, each flight being open to use by members of the public;

3.3 **'Non-Scheduled air transport service'** means an air transport service, other than a scheduled air transport service as defined in para 3.2 above, being operated for carriage of passengers, mail and goods, and includes charter operations.

3.4 **"Charter operation"** means an operation for hire and reward in which the departure time, departure location and arrival locations are specially negotiated and agreed with the customer or the customer's representative for entire aircraft. No ticket is sold to individual passenger for such operation.

3.5 **'Non-Scheduled Operator's Permit'** means a permit authorizing an operator to carry out non-scheduled air transport services subject to conditions as may be specified in the permit.

3.6 **'DGCA'** means the Directorate General of Civil Aviation.

3.7 **'BCAS'** means the Bureau of Civil Aviation Security.

3.8 **'Remuneration'** means payment or compensation received for services rendered on viable commercial terms.

4. ELIGIBILITY REQUIREMENTS

4.1 An NSOP shall be granted only to:

a) a citizen of India; or

b) a company or a body corporate provided that:

i) it is registered and has its principal place of business within India;
ii) its chairman and at least two-thirds of its directors are citizens of India; and
iii) its substantial ownership and effective control is vested in Indian nationals.

Where, Foreign Direct Investment is envisaged for obtaining Non-Scheduled Operations Permit with FDI up to 74% and investment by Non-resident Indians (NRI) up to 100% is allowed through automatic route and for Helicopter services/seaplane services, wherein FDI up to 100% is allowed through automatic route, the composition of Board of Directors and the substantial ownership and effective control of the management shall be as follows:

(i) The majority of Directors on the Board of the company shall be Indian citizens;
(ii) The positions of the Chairman, Managing Director, Chief Executive Officer (CEO) and/or Chief Financial Officer (CFO), if held by foreign nationals, would require to be security vetted by Ministry of Home Affairs (MHA). Security vetting shall be required periodically on yearly basis. In case something adverse is found during the security vetting, the direction of MHA shall be binding on the licensee.

4.2 An applicant for the grant of an NSOP shall:

a) be in possession of at least one aircraft, either by outright purchase or on lease (without crew), which shall be registered in India and shall have a valid Certificate of Airworthiness in Normal Passenger Category.

b) have a minimum Paid Up Capital as given below:

	Fleet Strength	Minimum Paid Up Capital (Rs. in Crores)
(i)	Upto 2 aeroplanes/helicopters	2.00
(ii)	Between 3 and 5 aeroplanes/helicopters	5.00
(iii)	Between 6 and 10 aeroplanes/ helicopters	10.00
(iv)	Above 10 aeroplanes/helicopters	15.00

The applicant shall submit a certificate from the banker /chartered accountant to confirm the paid up capital of the company;

Note: The above minimum paid-up capital requirements shall not apply to applicants proposing operations under paragraph 2.1(vi) of this CAR.

5. PROCEDURAL REQUIREMENTS

Broad guidelines for issue of an Air Operator's Certificate are contained in Air Transport Circular No. 01/2009 and the applicant is advised to go through the aforesaid Circular. Primarily the following steps shall be followed for grant of an NSOP:

5.1 Grant of Initial No-Objection Certificate/Import of Aircraft

5.1.1 An applicant desirous of obtaining an NSOP shall first apply for an initial No-Objection Certificate (NOC). The application (eight copies) for this purpose shall be submitted to the Ministry of Civil Aviation, New Delhi in the proforma prescribed in Annexure I, along with a bank draft of Rs. 25,000 (Rupees twenty five thousand only) payable at Delhi in favour of the Pay and Accounts Office, Directorate General of Civil Aviation, Ministry of Civil Aviation, New Delhi. The applicant shall also submit along with his application the particulars of Board Members of the Company in proforma given at Annexure II and III, as applicable. The applicant should also give the type and no. of aircraft proposed to be imported/acquired for the purpose of non-scheduled operations. If the applicant has already finalized the arrangements for procurement of these aircraft, he may furnish the details as per Annexure IV.

5.1.2 Along with his application, an applicant for NSOP will be required to submit a project feasibility report as per Annexure V and give a declaration that he complies with the guidelines given in AIC No. 7/2008 dated 30.06.2008 on foreign direct investment in the civil aviation sector. Further, before making any change in FDI, he shall notify the same to Ministry of Civil Aviation at least one month before such change. Furnishing of wrong information in respect of any of the prescribed guidelines at any stage shall make the operator liable for suspension/cancellation of the NSOP.

5.1.3 After such scrutiny as is considered necessary, as regards eligibility, financial soundness, project feasibility, security clearance of Board members, etc, the applicant may be issued the initial NOC by the Ministry of Civil Aviation alongwith approval for import of aircraft, subject to any conditions that the Ministry deems fit to impose. Acquisition of aircraft by local purchase/lease within the country shall also require the approval of the Ministry of Civil Aviation. The aircraft shall meet the requirements of paragraph 7.3 of this CAR.

5.1.4 The NOC shall initially be valid for a period of one year and six months from the date of issue and shall stand automatically cancelled if the applicant does not take effective steps to obtain the Non-Scheduled Operator's Permit within this period. The Ministry may, however, extend the validity of the NOC for a period upto six months at a time on genuine grounds against payment of a fee of Rs. 25,000/- (Rupees twenty five thousand only) by a bank draft payable at Delhi in favour of the Pay and Accounts Office, Director General Of Civil Aviation, Ministry of Civil Aviation, New Delhi.

5.1.5 In case the application for initial NOC did not contain a request for acquisition of aircraft, the applicant may apply for permission for import or local acquisition of aircraft to the Ministry of Civil Aviation as per Annexure IV after the issue of initial NOC.

5.1.6 Based on the approval granted by the Ministry, the applicant shall apply in the proforma prescribed in Annexure IV (Part II) to the DGCA, New Delhi for the issue of NOC to import the aircraft. After such scrutiny as may be considered necessary, the DGCA may grant the applicant NOC for acquisition/import of the aircraft upon being satisfied that the applicant has achieved a reasonable level of preparedness. The operator shall be required to show his preparedness in accordance with provisions of paragraph 7 by filling the checklist given at Annexure IX. Additionally, he may also be called upon to demonstrate the same at a preparedness meeting convened by DGCA.

5.1.7 The NOC for import of aircraft given by DGCA shall be valid for one year or till the date of expiry of the initial NOC given by the Ministry, whichever is earlier. It may be extended on one time basis by 3 months on genuine grounds provided the initial NOC is valid. However, where the aircraft proposed to be imported is a new one with a definite delivery schedule, the validity of import permission shall be given by DGCA in accordance with the delivery schedule provided the initial NOC remains valid. If the delivery schedule goes beyond the expiry of the initial NOC, the applicant will have to apply to the Ministry of Civil Aviation for extension.

5.1.8 Change in the model of aircraft or replacement of an aircraft with another type of aircraft, provided the seating capacity does not exceed 10% of the seating capacity of the aircraft approved by the Ministry, may be permitted by DGCA.

5.1.9 The requirement of foreign exchange for import of aircraft shall be met by the applicants from their own resources by following rules and regulations of the Ministry of Finance and/or Reserve bank of India relating to foreign exchange.

5.1.10 The aircraft imported for NSOP purposes shall not be disposed off to a party within India intending to use it for private purposes, unless the clearance from Customs Authority is obtained.

6. 100% Foreign Direct Investment in Helicopters Services.

6.1 FDI up to 100% is permitted on automatic route for helicopter services. A tie up with a foreign operator is also permitted in such cases

6.2 An applicant who intends to avail of the 100 % FDI facility for helicopter operations shall indicate this fact clearly in his application for grant of initial NOC and if his proposal is approved by the Ministry of Civil Aviation he will be issued a Non Scheduled Operators Permit for helicopters only and will not be permitted to induct any fixed wing aircraft in his fleet. However, all other requirements as given in the subsequent paras, hereunder, shall be applicable for obtaining NSOP for helicopter services.

7. PREPAREDNESS FOR IMPORT/ACQUISITION OF AIRCRAFT

7.1 The operator shall establish an aviation organization with adequate management personnel. The organization shall have the following elements.

7.1.1 The organization shall nominate a suitable person having knowledge of aviation regulations and with adequate financial authority to act as accountable manager. Such nomination shall be made to the concerned regional office of DGCA. There shall also be an alternate accountable manager. Any change in Accountable Manager shall be with prior intimation to the concerned regional office of DGCA.

7.1.2 The organization shall have divisions depending on its scope of activity namely Engineering, Operations, Quality and Safety Divisions, etc. Such divisions will have competent persons to ensure compliance with applicable regulations.

7.1.3 The organization shall have an operations office with adequate management and operations personnel. Among the operations personnel, there shall be Operations Officer/ Flight Despatcher responsible for functions stated in para 4.6 of CAR Section 2, Series O part II & IV. The Operations Officers/Flight Despatchers will be trained and approved in accordance with CAR Section 7 Series M Part II. The organization shall have persons responsible for monitoring FDTL, and provide information to the flight crew on operational matters such as obtaining clearances, maintenance of technical and operational records, coordinating with local and other concerned ATCs and when required, initiating search and rescue. The responsibilities of various

personnel in the operational organization will be enumerated in the organization's operations manual which will be approved by DGCA.

7.1.4 There shall be a person responsible for operational control of each flight. He shall make an operational flight plan for each flight and shall be responsible for flight follow-up.

7.1.5 The organization shall have in their safety division adequately qualified persons to analyse incidents, defects, carry out internal safety audits and monitor flight operations quality assurance by downloading CVR/flight data recorder information. The head of safety division shall meet the requirements of CAR Section 5, Series F, Part I.

7.1.6 The organization shall ensure that appropriate arrangements are made for security of the aircraft at base and also during halts at uncontrolled aerodromes.

7.2 Submission of Documents/Manuals

After receipt of initial NOC from the Ministry and also the approval for import/acquisition of aircraft, the applicant shall take necessary steps for establishing the required maintenance and operational infrastructure, recruitment and training of manpower, and for preparation\approval of the operations manual and other manuals. These manuals shall be submitted for approval as follows:

Operations Manual (3 copies)	-	DGCA Hqrs. (Attn: DAT)
Flight Safety Manual (1 copy)	-	DGCA Hqrs. (Attn: DAS)
Flight Crew Training Manual	-	DGCA Hqrs. (Attn: FID)
Cabin Crew Training Manual (1 copy) (if applicable)	-	DGCA Hqrs. (Attn: Cabin Safety Division)
Maintenance Organisation Exposition/	-	DAW (Region)
Maintenance Control Manual (1 copy), (if required)	-	DAW (Region)
Dangerous Goods Operations Manual (if required)	-	DGCA Hqrs. (Attn: DRI)
Maintenance Programme	-	DAW (Region)
Minimum Equipment List	-	DAW (Region)
Manuals for Special Operations	-	DAW (Region)
Security Manual	-	BCAS

The above Manuals, other than the Operations Manual, shall be submitted to the respective offices, as indicated above and the Directorate of Air Transport shall be kept informed of submission of manuals by the applicant.

Note: The guidance material for preparation of above manuals is available in Civil Aviation Requirements on the respective subjects.

7. 3 **Aircraft and Airworthiness Requirements**

7.3.1 Pressurised aircraft to be imported for non-scheduled operations shall not be more than 15 years in age or shall not have completed 75 percent of its design economic life or 45,000 pressurisation cycles whichever is earlier. However, this requirement will not be applicable for Indian registered aircraft maintained in accordance with DGCA requirements.

7.3.2 For the import of unpressurised aircraft, the decision will be taken on a case-to case basis depending on a complete examination of the records and, if required, inspection of the aircraft being procured. However, DGCA would normally not allow import of more than 20 years old aircraft. This requirement will not be applicable for Indian registered aircraft maintained in accordance with DGCA requirements.

Note: Unpressurized aircraft imported for training activities shall not be permitted for carriage of passengers if such aircraft were over 20 years of age, when imported.

7.3.3 Before import of an aircraft, the applicant shall ensure that no major checks/modifications including those applicable to aging aircraft, if applicable, are due within one year/2000 hours of operation.

7.3.4 The aircraft shall be fitted with mandatory equipments as specified by DGCA from time to time.

7.3.5 The aircraft shall be maintained by an organisation approved in accordance with CAR 145, or other applicable requirements.

7.3.6 The operator shall comply with the DGCA requirements on the subject of continuing airworthiness as stipulated in CAR M or such other instructions issued by DGCA from time to time.

7.4 **Training**

7.4.1 The applicant shall get its pilots/engineers/cabin crew (if required) trained either at the facilities of the manufacturer or those available with other airlines in India or at training establishments approved by the DGCA. When the aircraft being inducted is first of its type in India, an officer from Airworthiness Directorate of DGCA and one Flight Operations Inspector, if the same qualification is not available in FID, will be provided the engineering maintenance training and Flying Training respectively, free of cost along with the AMEs/Pilots of the operator/maintenance organisation. The expenditure on such training will be borne by the operator.

7.4.2 The applicant should get the training programme for pilots approved by DGCA and ensure that the training is completed before the aircraft is acquired. The training programme shall include detailed initial and recurrent training requirements.

7.4.3 The applicant shall train its pilots, cabin crew and commercial staff in categories 9, 10, 11 and 12 as per para 8.2 of CAR Section 3, Series L, Part III, even if it does not plan to engage in carriage of dangerous goods.

7.4.4 If the operator intends to carry dangerous goods, he shall get a full fledged dangerous goods training programme approved from DGCA, as required under the Aircraft (Carriage of Dangerous Goods by Air) Rules, 2003, and CAR Section 3 Series L Part III. He shall also provide training to the staff in categories 6, 7,8, 9, 10, 11 and 12 as per para 8.2 of CAR Section 3, Series L, Part III.

7.4.5 The Operator's training programme shall include training for handling persons with disabilities or reduced mobility as required by CAR Section 3, Series M, Part I.

7.4.6 Training of flight dispatchers, load and trim sheet personnel and marshallers etc. must be accomplished before import of aircraft.

7.5 **Flight/Cabin Crew Requirements**

7.5.1 The applicant shall have sufficient number of pilots and cabin crew (if required) under its own employment. In case of foreign pilots, the applicant shall apply for their Security Clearance in the prescribed format. The pilots holding licences issued by other contracting States shall be permitted to fly only after obtaining Foreign Aircrew Temporary Authorisation (FATA) from DGCA.

7.5.2 No aircraft shall be operated under the authority of this permit, if the crew of the aircraft are not regular employees of the holder of the permit.

7.5.2.1 Notwithstanding the provision in para 7.5.2, cross utilization of the crew of one operator by another operator having same type of aircraft may be resorted to in the exigencies given below:

(a) The pilot is unavailable on account of leave, training, medical or pending investigation of accident/incident;

(b) The pilot has left the organization without adequate notice;

7.5.2.2 The cross utilization of crew under paragraph 7.5.2.1 shall be subject to the following conditions:

(a) The borrowing operator shall obtain NOC from the operator who is lending the services of its pilot;

(b) The borrowing operator shall provide training to the concerned pilot regarding familiarization of company procedures and its operations

manual and issue a certificate regarding the training which shall be produced on demand to DGCA's surveillance team;

(c) The borrowing and the lending operators shall reach a mutual agreement regarding the wages and other liabilities such as insurance, medical, etc. of the concerned period;

(d) Compliance with the FDTL regulations in respect of the concerned pilot shall be the responsibility of his parent organization who shall be held responsible for any violation in this regard besides the pilot himself;

(e) A monthly report to DGCA (Air Transport Directorate) shall be submitted by the borrowing operator regarding cross utilization of pilots, if any, resorted to during the previous month;

(f) No operator shall run his flights by borrowing pilots under paragraph 7.5.2.1 for more than three months;

(g) No pilot shall operate flights under paragraph 7.5.2.1 for more than three operators including his parent organization.

7.6 Pilot Qualification & Experience Requirements for Single Engined Aeroplane

The pilot operating single-engined aeroplane under the provisions of this CAR shall meet the following minimum requirements:

(i) <u>For Piston Engine Aeroplanes</u>

The pilot shall have a minimum of:

a) Total flying experience	-	500 hours
b) Total PIC flying experience	-	200 hours
c) Total flying experience on type	-	50 hours.
d) Total PIC flying experience on type	-	25 hours
e) PIC flying experience in the last six months on type	-	10 hours.

(ii) For Turbine Engined Aeroplane

The pilot shall have current instrument rating and a minimum of :

a) Total flying experience	-	700 hours
b) Total PIC flying experience	-	300 hours
c) Total instrument flying experience as PIC	-	100 hours
d) Total PIC flying experience on type	-	50 hours
e) PIC flying experience in the last six months on type	-	10 hours
f) Total flying experience in night operations on the type	-	10 hours

7.7 **Security Manual**

The applicant shall prepare the security manual in accordance with Annexures VI, VI (A) and VI (B) and get the same approved by BCAS.

7.8 **Demonstration of Operational Capability**

The applicant shall conduct one or more of the following demonstrations, as may be required, to the DGCA:

7.8.1 A demonstration of evacuation and ditching (as applicable) of passengers and crew;

Note: Evacuation demonstration may be required when a new type of aircraft is inducted by an operator or where seating capacity higher than the certified capacity is sought.

7.8.2 Flight dispatch procedures, including pilot briefing, met information and preparation of operational flight plan. This demonstration may be made at the main base.

7.8.3 Weight and Balance control procedures, including preparation of load and trim sheets, and method of preservation of records of each flight.

7.8.4 Baggage screening and check-in procedures.

7.8.5 Monitoring of Flight duty time limitations.

7.8.6 Flight Operations Quality Assurance and CVR/FDR monitoring system.

7.8.7 A proving flight may be required by DGCA for any operator at any airfield where it is expedient in the interest of safety of operations and for convenience of handling ground operations and passengers.

7.8.8 An operator shall implement a safety management system acceptable to the DGCA, which as a minimum:

a) identifies safety hazards;
b) provides for continuous monitoring and regular assessment of the safety level achieved;
c) ensures that remedial action necessary to maintain an acceptable level of safety takes place on a continual basis; and
d) aims to make continuous improvement to the overall level of safety.

7.8.9 A safety management system shall clearly define lines of safety accountability throughout the operator's organization, including a direct accountability for safety on the part of senior management.

Note. — Guidance on safety management systems is contained in the Safety Management Manual (SMM) (Doc 9859).

8. ISSUE OF PERMIT

8.1 After import/ acquisition of the aircraft in accordance with the requirements of para 4.2 of this CAR, the applicant may apply to DGCA for grant of the Non-Scheduled Operator's Permit in the proforma given at Annexure VII.

8.2 The application shall be accompanied with all the documents listed in the proforma as given at Annexure VII including a fee of Rs.1,00,000/- (Rupees one lakh only) in the form of a demand draft payable to PAO, DGCA, MCA, New Delhi.

8.3 After such scrutiny as necessary and based on the satisfactory preparedness demonstrated by the applicant, DGCA shall issue the operating permit for Non-Scheduled Operations along with Operations Specifications stipulating any conditions, if considered necessary, to those applicants who meet the requirements of this CAR.

9. REQUIREMENTS FOR CONTINUED OPERATION

9.1 The operator shall have prior coordination with the concerned aerodrome operator for undertaking a flight to any aerodrome with regard to watch hours, safety and security services and suitability of the aerodrome for the type of aircraft to be used. For operation to a defence airfield, prior coordination with defence authorities will be required.

9.2 For operating to international destinations, permission from DGCA shall be obtained for which a notice period of one day will be required. This notice period may be waived off for medical evacuation flights, relief flights, during natural calamities and ambulance flights, in which case the name of the patient and doctor should be provided to DGCA. However, single engine

aircraft will not be allowed to operate to International destinations except for medical evacuation flights.

9.3 The operator shall ensure that a copy of the Operations Manual is carried on board each aircraft. The operator shall operate in conformity with the provisions of the Operations Manual.

9.4 Flight and duty time of the crew shall be within the limits stipulated in the Aircraft Rules and the requirements laid down by DGCA.

9.5 The operator shall submit the flight plan of each flight with the air traffic services unit in the normal course and obtain clearance thereto well before the expected time of operation. In case of Air Defence Identification Zones (A.D.I.Z.), the additional requirement of obtaining Air Defence Clearance shall be strictly adhered to. For operation outside ATC watch hours, necessary clearances from the competent authorities for extension of watch hours shall be taken before commencing the flight. The Pilot-in-Command of the aircraft or an authorised person like an approved flight dispatcher on the type shall obtain meteorological and ATC briefings before undertaking the flight.

9.6 Articles classified as dangerous goods, arms, ammunition, explosives and inflammable materials and such other articles as the Director General may decide from time to time, shall be carried only if prior approval of DGCA has been obtained for carriage of dangerous goods and the carriage is effected in accordance with the Aircraft (Carriage of dangerous goods) Rules, 2003.

9.7 All aircraft engaged in non-scheduled operations shall carry a route guide.

9.8 The applicable requirements enumerated in CAR Section 8 - Flight Operations, Series 'A' Part II shall be complied with by all non-scheduled operators.

9.9 Besides the above requirements, the applicant shall also ensure compliance with CAR Section 2, Series 'O' Part II – Operation of Commercial Air Transport – Aeroplanes and Part IV – Operation of Commercial Air Transport – Helicopters.

10. GENERAL REQUIREMENTS

10.1 Any change in the Board of Directors at any time shall be intimated to the Ministry of Civil Aviation and DGCA along with the details of new chairman or director as per annexure II and III. A new Director or Chairman shall not be appointed, unless the security clearance has been obtained from the Ministry of Home Affairs through Ministry of Civil Aviation.

10.2 A Non-Scheduled Operators' Permit shall not be transferable.

10.3 A copy of the permit issued for non-scheduled operations shall be carried on board the aircraft when operating such services. The Permit shall also be displayed in the office of the chief executive of the company.

10.4 Prior permission of DGCA/Ministry of Civil Aviation shall be required for:

(a) change in the name of the Company;

(b) change in management of the Company arising out of changes in the equity holdings of the Company;

(c) take over of the Company by another Company.

10.5 Landing and parking charges shall be payable to the owner of the airfield. For operations from defence airfields where Airports Authority of India have civil enclaves, a separate charge may be payable to the Airports Authority. The Route Navigation Facilities Charges (RNFC) shall be payable to the organisation which provides these facilities.

10.6 The operator shall notify to DGCA any accidents, incidents, major defects or other significant occurrences as given in Car Section 5 Series C Part I. Such information shall be provided to DGCA (Attention: Director Air safety) by the quickest means but not later than 24 hours.

10.7 The Operator shall file monthly traffic returns aircraft-wise as per form 'A' given at annexure X and yearly financial return as per form 'B' given at Annexure XI to DGCA (Attn: Director of Statistics). A copy of form A shall also be provided to concerned Customs authorities.

10.8 The operator shall also file quarterly returns on the number of hours flown by each aircraft of the fleet, defects encountered and reasons for prolonged grounding of the aircraft, if any, as per CAR, Section 2, Series C, Part 1 Para 6. Such return will be sent to local airworthiness office.

10.9 The non-scheduled operators shall issue passenger tickets in accordance with the provisions of the Carriage By Air Act, 1972 and any other requirements which may be prescribed by DGCA. The tickets shall stipulate the conditions of carriage including the liability of the operator which shall be the same as applicable to the scheduled air transport operators. In case of charter operation, a single document issued to the party chartering the flight containing all conditions may be treated as fulfilling this requirement

10.10 The operator shall maintain a current insurance for an amount adequate to cover its liability towards passengers and their baggage, crew, cargo, hull loss and third party risks in compliance with the requirements of the Carriage by Air Act, 1972, or any other applicable law.

11. RENEWAL

11.1 Non-Scheduled Operators Permit shall be renewable by DGCA every two years against payment of a fee of Rs. 50,000 (Rupees Fifty Thousand

only) by a bank draft drawn on a scheduled bank at Delhi in favour of the PAO, DGCA, MCA, New Delhi. Application shall be submitted in prescribed format as per Annexure VIII.

11.2 The operator shall demonstrate continued capability to conduct the operations authorized under the operating permit.

12. PENAL PROVISIONS

Degradation of the operator's capability below the required level or breach of any of the requirements of this CAR or of any provisions of Aircraft Act, 1934, Aircraft Rules, 1937, Civil Aviation Requirements, orders/ directions/ requirements issued under the said act or rules and as amended from time to time, shall render the Operating Permit liable to alteration, suspension or cancellation. Additionally, action may also be taken as per the provisions of Schedule VI of the Aircraft Rules, 1937.

Nasim Zaidi
(Dr. Nasim Zaidi)
Director General of Civil Aviation

(41)

INFORMATION UNDER RTI ACT 2005

ANNEX P-7 (Colly)

Total Page 2+1

SHRI M.S RAWAT
CHIEF PUBLIC INFORMATION OFFICER
REGIONAL MANAGER
KANCHANJUNGA
18 BARAKHABA PLACE
NEW DELHI-110001

United India Insurance Co. Ltd. Regional Office-1, New Delhi
16 NOV 2011
4334
प्राप्त किया/RECEIVED

→ INFORMATION RELATED TO :- INSURANCE COVER OF PILATUS PC-12/45 AIRCRAFT THAT CRASHED ON 25/5/11

→ WITH REF TO :- MANJEET KATARIA, CO-PILOT ON AIRCRAFT THAT CRASHED ON 25-5-11

POLICY NO :- 040600/43/12/01/00000002
AGENT CODE :- 88888058
ISSUING OFFICE CODE :- 040600
(PHOTO COPY OF POLICY ATTACHED)

United India Insurance Co. Ltd. Regional Office-I, New Delhi
16 NOV 2011
4334
RECEIVED

FOLLOWING INFORMATION NEEDED

1. OF THE SEVEN PERSONS WHO LOST THEIR LIVES IN THE PC-12 AIRCRAFT CRASH, INCLUDING THE PILOT AND CO-PILOT, TO HOW MANY PERSONS HAS THE DEATH CLAIM/INSURANCE AMOUNT BEEN PAID TO.

2. FOR HOW MUCH AMOUNT WERE THE PILOT & CO PILOT INSURED BY THE OPERATOR OF AIRCRAFT PILATUS PC-12/45, AIR CHARTERD SERVICES.

3. HAS THE INSURANCE MONEY NOT BEEN PAID TO THE PARENTS OF CO PILOT, CAPT. MANJEET KATARIA. IF YES PROVIDE DETAILS, IF NO, REASON FOR NOT PAID AS PERSON CONCESENT (PARENTS) HAVE DEPRIVED OF FINANCIAL HELP AND THEIR RIGHTS ARE ATSTAKE.

(42)

PROVIDE DETAILS REGARDING CLAIM TAKEN BY AIR CHARTER SERVICES FOR PILATUS PC-12/45

6. ~~STATUTE OF~~ PROVIDE STATUTE OF INSURANCE COMPAN PARTICULARLY WITH CLAIM TO PILOTS AND CO-PILOTS.

PROVIDE INFORMATION ACCORDING TO PARTICULAI

AMANJEET KATARIA
S/O JAI BHAGWAN KATARIA
V.P.O SHAHPUR TURK
SONIPAT
HARYANA 131001
MOB NO:- +91 8860406415
EMAIL ID :- AMANJEETKATARIA@GMAIL.COM
DATE :- 16-11-2011

TRUE COPY

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INFORMATION UNDER RTI ACT – 2005

SHRI M.S DAWAT
CHIEF PUBLIC INFORMATION OFFICER
REGIONAL MANAGER
KANCHAN JUNGA
18 BARAKHAMBA DLALE
NEW DELHI-110001

- Information Related to: - Insurance cover of Pilatus PC -12/45 air craft that crashed on 25-5-2011.
- With Reference to: - Manjeet Kataria, Co-Pilot on Air craft that crashed on 25-5-2011.

Policy No: - 04060014311010110000002

Agent Code: - 88888058

Issuing Office Code: - 040600

(Photo copy of policy attached)

Following Information Needed

1. Of the seven persons who lost their lives in the Pc-12 Air craft crash, including the pilot and Co-Pilot, to how many persons has the death claim / insurance amount been paid to.
2. For how much amount were the Pilot & Co Pilot insured by the operator of Air craft Pilatus Pc-12/145, air chartered services.
3. Has the insurance money not been paid to the partners of Co Pilot, Capt. Manjeet Kataria. IF yes provide details, If No, Reason for not paid as person concesent (Parents) have deprived of financial help and their rights are at stare.
5. Provide details regarding claim taken by air charter services for Pilatus Pc-12/45.

6. Provide statute of insurance company particularly with claim to Pilots and Co-Pilots.

Provide Information According To Particularly.

Amanjeet Kataria
S/o S. Jai Bhagwan Kataria
V.P.O Shahpur Turk
Sonipat
Haryana, 131001
Mon No: - +91 8860406415
Email: - amanjeetkataria@gmail.com
Date: - 16-11-2011

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UNITED INDIA INSURANCE CO. LTD.
REGIONAL OFFICE-I
8TH FLOOR, KACHENJUNGA BUILDING
18 BARAKHAMBA ROAD
NEW DELHI-110 001
PHONE -23313055-59

REGD. LETTER

REF.NO.RTI/MSR/VK/28/2012 DT.14/02/2012

Sh.Amanjeet Kataria,
S/o Jai Bhagwan Kataria,
VPO-Shahpur Turk, Sonipat,
Haryana-131001.

RE: **RTI Application regarding accident of Air Charter Services Pvt. Ltd.**

As desired certain information regarding accident of Air Charter on dt.25/5/2011at Faridabad, we are giving the para-wise reply as under:

1. Nil
2. Not insured
3. Not insured
4. Missing in application
5. Claim paid to the insured on dt.14/07/2011 of Rs.13,49,90,000/- only.
6. Not insured.

By giving the above information, we have supplied the information as directed by First Appellate Authority.

(MAN SINGH RAAWAT)
CPIO

IN THE HIGH COURT OF DELHI AT NEW DELHI

CM 14070/12

W.P. (C) 1867 OF 2012

Namrata Singh & Anr. ....Petitioner

Versus

DGCA & Ors.

....Respondents

APPLICATION ON BEHALF OF THE PETITIONER UNDER SECTION 151 OF CODE OF CIVIL PROCEDURE FOR STAY / INTERIM ORDERS

MOST RESPECTFULLY SHOWETH:

a. That the Petitioner have filed the accompanying Writ Petition praying for a appropriate writ, order or direction from this Hon'ble Court. The same is pending disposal.

b. That the facts and circumstances leading to filing of the present Application have been elaborated in detail in the Writ Petition and the same are not being repeated herein for the sake of brevity. The Petitioners pray that the same may be read as part and parcel of this application.

c. That as shall be clear from the facts and circumstances explained and the averments made in the Writ Petition, the Petitioner have a good prima-facie case in his favour and there is every likelihood of his succeeding.

d. That the balance of convenience is also in favour of the Petitioner and against the Respondents.

e. That the Petitioner shall suffer an irreparable loss and injury in case the interim orders as prayed for, hereunder are not made pending disposal of the Writ Petition.

f. That this application is filed bonafide and in the interest of justice.

PRAYER

In the premises aforesaid, it is most humbly and respectfully prayed that this Hon'ble Court may be pleased to issue:

a. Appropriate orders / directions directing the Respondent 1-2 to pay interim compensation of Rs 25 Lacs pensing disposal of the Writ Petition;

b. Appropriate orders / directions directing the Respondent 3-4 to pay interim compensation of Rs 25 Lacs pensing disposal of the Writ Petition;

c. Appropriate orders / directions directing the Respondent 1-2 to suspend the NSOP of Respondent No. 3-4 pending disposal of the Writ Petition;

d. Such other or further order as may be deemed fit and proper in the facts and circumstances of the case and in the interest of justice.

PETITIONER

THROUGH

ARUN KHATRI
FOR MPARTNERS
A-199 Defence Colony,
NEW Delhi-110024

Date: 20/8/12

New Delhi

IN THE HIGH COURT OF DELHI AT NEW DELHI

W.P. (C) 1869 OF 2012

CM 4076/12

Nirmal & Anr. ....Petitioner

Versus

DGCA & Ors. ....Respondents

AFFIDAVIT

I, Namrata Singh w/o Late Capt. Harpreet Singh Sekhon, aged about 24 years, R/o F-2,6/382 Maruti Apartments, Chitrakoot, Vaishali Nagar, Jaipur, presently at New Delhi do hereby solemnly affirm and declare as under:

1. That I am the Petitioner no.1 in the accompanying Writ Petition and am therefore well conversant with the facts of the case and as such competent to swear this affidavit.
2. That I state that the contents of the accompanying application, which may be read as the part of the present affidavit for all the intents and purposes , which are related to the facts are true and are correct to my knowledge.

N. Singh

DEPONENT

VERIFICATION:

Verified at New Delhi on this 29th day of March 2012 that the contents of the above affidavit are true and correct to my knowledge and nothing material has been concealed there from.

N. Singh

DEPONENT

Oath Commissioner Delhi

29 MAR 2012

IN THE HIGH COURT OF DELHI AT NEW DELHI

CM 4077/12

W.P. (C) 8647 OF 2012

Namrata Singh & Anr. ....Petitioner

Versus

DGCA & Ors. ....Respondents

APPLICATION UNDER SECTION 151 OF CODE OF CIVIL PROCEDURE ON BEHALF OF THE PETITIONER'S FOR EXEMPTION FROM FILING CERTIFIED, LEGIBLE COPIES OF ANNEXURES

MOST RESPECTFULLY SHOWETH:

a. That the Petitioner have filed the accompanying Writ Petition praying for a appropriate writ, order or direction from this Hon'ble Court. The same is pending disposal.

b. That the facts and circumstances leading to filing of the present Application have been elaborated in detail in the Writ Petition and the same are not being repeated herein for the sake of brevity. The Petitioners pray that the same may be read as part and parcel of this application.

c. That as shall be clear from the facts and circumstances explained and the averments made in the Writ Petition, the Petitioner have a good prima-facie case in his favour and there is every likelihood of his succeeding.

d. That the balance of convenience is also in favour of the Petitioner and against the Respondents.

e. That the Petitioner shall suffer an irreparable loss and injury in case the present application is not allowed.

f. That this application is filed bonafide and in the interest of justice.

PRAYER

In the premises aforesaid, it is most humbly and respectfully prayed that this Hon'ble Court may be pleased to issue:

a. Exempt the Petitioner's from filing legible and certified copies of annexures.

b. Such other or further order as may be deemed fit and proper in the facts and circumstances of the case and in the interest of justice.

PETITIONER

THROUGH

ARUN KHATRI
FOR MPARTNERS
A-199 Defence Colony,
NEW Delhi-110024

Date 20/7/12
New Delhi

IN THE HIGH COURT OF DELHI AT NEW DELHI

W.P. (C) 1867 OF 2012

Cm 4077/12

Nirmal & Anr. ....Petitioner

Versus

DGCA & Ors.

....Respondents

AFFIDAVIT

I, Namrata Singh w/o Late Capt. Harpreet Singh Sekhon, aged about 24 years, R/o F-2,6/382 Maruti Apartments, Chitrakoot, Vaishali Nagar, Jaipur, do hereby solemnly affirm and declare as under:

1. That I am the Petitioner no.1 in the accompanying Writ Petition and am therefore well conversant with the facts of the case and as such competent to swear this affidavit.
2. That I state that the contents of the accompanying application, which may be read as the part of the present affidavit for all the intents and purposes , which are related to the facts are true and are correct to my knowledge.

N. Singh

DEPONENT

VERIFICATION:

Verified at New Delhi on this 23 MAR 2012 day of March 2012 that the contents of the above affidavit are true and correct to my knowledge and nothing material has been concealed there from.

N. Singh

DEPONENT

Oath Commissioner Delhi

23 MAR 2012

4

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IN THE HIGH COURT OF DELHI AT DELHI

WP (C) 1867 / 2012

IN RE

Namrata Singh & Another — Petitioner

Versus

D.G.C.A & Others — Respondents

D. OH 4th Oct 2012

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New Delhi

Respondent no 3 & 4

Through

Navdeep

Dated: 1/10/12

Navdeep Singh & D.D. Singh
Advocate for the appellant
343, Lawyer Chamber, High Court of Delhi, New Delhi

16258
FILED TODAY
Filing No.
01 OCT 2012
Deputy Registrar

53

IN THE HIGH COURT OF DELHI AT DELHI

WP (C) 1867 / 2012

IN RE

Namrata Singh & Another — Petitioner

Versus

D.G.C.A & Others — Respondents

REPLY TO WRIT PETITION ON BEHALF OF RESPONDENTS NO. 3 & 4

RESPECTFULLY SHOWETH

PRELIMINARY OBJECTIONS

1. That the present writ petition as filed by the petitioner is not maintainable for the reason that the answering respondents does not fall under the category of state which have been defined under article 12 of the constitution. The respondent no 3 is a private Limited company owned by private persons and is not a govt. entity and respondent no 4 is an individual. The petitioners are seeking the relief against the answering respondents as such the present writ petition is not maintainable and is liable to be dismissed on the said ground alone.

2. It is respectfully stated that the present petition is not maintainable and is liable to be dismissed as the sole basis / ground on

which the present petition under reply, has been filed, is completely incorrect. It is stated that the petitioner has alleged that the unfortunate aircraft had not been insured. Whereas the correct facts are that the aircraft was duly insured and even the pilots had been insured. It is respectfully stated that the respondent no. 3 had sent its proposal form for the insurance to the Insurance company (respondent no.5 herein) and in the said proposal form had also asked/requested for insurance of the pilots and on the basis of the said proposal the insurance company had provided the insurance premium amount and the said amount was duly paid by the respondent no. 3. That the averment of the respondent no. 5 and the petitioners that the pilots were not insured is completely false. Infact the respondent no. 5 had been simply sleeping over the matter and is not settling the claim of the deceased persons though the respondent no. 3 had obtained 3rd party insurance of Rs. 270 crores.

Further the averment of the petitioner that the respondent no. 3 has availed the claim form the insurance company is completely false. It is stated that the insurance company has only paid the claim against the hulk loss and not a single penny has been paid by the insurance company to the respondent no. 3 for the payment of any third party claim. Infact the respondent no. 3 has without waiting for the insurance claim has deposited the claim of the petitioner under the workmen compensation Act with the concerned authorities (with due information to the

petitioner). It is further stated that the answering respondents had been duly assured by the insurance company (respondent no. 5) that all the 3rd party claims would be duly and expeditiously paid and settled and the answering respondent has been regularly requesting /asking the respondent no. 5 to settle the same. That the copy of the legal notice sent by the respondent no. 3 to the insurance company (respondent no. 5) and the reply received from the insurance company / respondent no. 5 are also attached herewith.

3 That the present petition is not maintainable and is liable to be dismissed as the petitioner has not approached this Hon'ble Court with clean hands and has concealed facts. It is respectfully stated that the petitioner had demanded from the respondent no. 3 the compensation under the Workmen Compensation Act and the same has been duly deposited by the respondent no. 3 with the concerned authority with due intimation/ knowledge oto the petitioner.

4. That the present petition is not maintainable and is liable to be dismissed as the same contains disputed questions of fact and one of the same being whether the pilots of the Aircraft were insured or not. That as detailed above the respondent no. 3 had taken 3rd party insurance of Rs. 270 Crores from the insurance company/respondent no. 5 and also taken due insurance of the pilots however the insurance company /respon-

dent no. 5 has incorrectly stated in the reply to the RTI that the pilots were not insured. That this averment of the insurance company is completely false and is a disputed question of fact. Thus the present petition is not maintainable and is liable to be dismissed.

5. That the present petition is not maintainable and is liable to be dismissed as the petitioner has incorrectly stated that the Carriage by Air Act, 1972 provides a compensation amount of Rs. 7.5 lakhs and not 1,00,000/- SDR as wrongly claimed by the petitioner. It is stated that the compensation of 1,00,000/- SDR is only applicable when the concerned flight is a international flight whereas the present flight in question (being from Patna to Delhi) was a domestic flight. It is further most respectfully stated that the Carriage by Air Act, 1972 provides for a compensation of Rs. 7.5 lakhs for a domestic flight. It is further pertinent to mention herein that the respondent no. 3 has already deposited more that the amount of Rs. 7.5 lakhs with the concerned authorities under the Workmen Compensation Act. It is respectfully stated that the petitioner is claiming compensation under Rule 17(1) read with Rule 21(1) of the Third Schedule of the Workmen Compensation At whereas the said/third Schedule is applicable to only international flights and the same is evident from a simple reading of the said schedule and Rule 1(1) of the same which is reproduced hereunder for the ready reference of this Hon'ble Court:-

"RULES

CHAPTER I

SCOPE OF APPLICATION

1. (1) These rules shall apply to all international carriage of persons, baggage or cargo performed by aircraft for reward. They shall apply also to such carriage when performed gratuitously by an air transport undertaking."

6. That the present petition is not maintainable and is liable to be dismissed as the petitioner is seeking recovery of money/damages by means of invoking the writ jurisdiction of this Hon'ble Court.

7. That at the very outset, it is most respectfully submitted that the instant petition is wholly misconceived and is devoid of merit and as such is liable to be dismissed with costs. It is most respectfully submitted that relief sought by the petitioner in the instant petition is legally not tenable. It is submitted that the petitioners by means of the instant petition are seeking the relief of extending the benefits of Schedule Third of the Carriage By Air Act 1972 to a domestic flight and passengers of a domestic flight whereas the provision of the Third Schedule is applicable only to international flights. It is submitted whether the benefit of the aforesaid provision should be granted to or not, is legislative function and as such no mandamus can be issued to the legislatures to extend such reliefs.

8 That the present petition is not maintainable for the reason that there is no infraction or violation of Art. 14 of the Constitution of India so far as the petitioners are concerned as such the petition is liable to be dismissed on this ground alone. It is submitted that the ground under which the petitioners have approached this Hon'ble court invoking jurisdiction under Article 226 of the Constitution of India is wholly misconceived and is legally not tenable. That the categorization of the deceased as workman is widely accepted and has been described in the Employee Compensation Act. As per Workmen Compensation Act a workman means any person (other than a person whose employment is of a casual nature and who is employed otherwise than for the purposes of the employer's trade or business) who is -

(i) a railway servant as defined in {clause (34) of section 2 of the Railways Act, 1989 (24 of 1989)] not permanently employed in any administrative, district or sub-divisional office of a railway and not employed in any such capacity as is specified in Schedule II, or

(ia) (a) master, seaman or other member of the crew of a ship,

(b) a captain or other member of the crew of an aircraft.

(c) a person recruited as driver, helper, mechanic, cleaner or in any other capacity in connection with a motor vehicle,

(d) a person recruited for work abroad by a company,

and who is employed outside India in any such capacity as is specified in Schedule II and the ship, aircraft or motor vehicle, or company, as the case may be, is registered in India, or.....

The said act further provides about the employers liability for compensation. The section 4 of the said Workmen Compensation act provides for amount of compensation and as per which is as hereunder:-

(1) Subject to the provisions of this Act, the amount of compensation shall be as follows, namely :-

(a) Where death results from the injury : an amount equal to (fifty percent) of the monthly wages of the deceased workman multiplied by the relevant factor,

or

an amount of (fifty thousand Rs.) which ever is more

(b) Where permanent total disablement results from the injury : an amount equal to (sixty percent) of the monthly wages of the injured workman multiplied by the relevant factor

or

an amount of (sixty thousand Rs.) whichever is more

I. For the purposes of clause (a) and clause (b) "relevant factor" in relation to a workman remains the factor specified in the second column of Schedule IV against the entry in the first

column of that Schedule specifying the number of years which are the same as the completed years of the age of the workman on his last birthday immediately preceding the date on which the compensation fell due.

An explanation has been given which read as under

II. Where the monthly wages of a workman exceed (four thousand Rs.) his monthly wages for the purposes of clause (a) and clause (b) shall be deemed to be (Rs. Four Thousand) only.

The Central Government has specified for the subsection (1) Eight Thousand rupees as monthly wages w.e.f. 31.5.2010.

The answering respondents in terms of the above has already deposited the compensation before the WC Commissioner. It is further pertinent to mention herein that the petitioner herself had claimed compensation under the Workmen Compensation Act and that the compensation under the Workment Workmen Compensation Act, has already been provided / paid / deposited by the respondent no. 3.

9. That this Hon'ble Court, in catena of cases/ judgements has specifically and categorically held that writ petition under Article 226 of the Constitution of India, should ordinarily be not entertained until unless it is case of clear-cut case of

infraction of fundamental rights of the petitioners. The Central Government in exercise of power conferred has fixed the amount of compensation as per the Workment Workmen Compensation Act. It is submitted that the question of paying amount of compensation as claimed by the petitioner is wholly misconceived.

10 That it is submitted that the matter / Air Crash was investigated by a Committee of Inquiry appointed under Rule 74 of Aircraft Rules, 1937. The committee has submitted its report which was based upon the evidences collected during the investigation, opinion(s) obtained from the experts and laboratory examination of various components.

(1) In its report the committee found that all mandatory modifications as per DGCA mandatory modification list for PC--12 type of aircraft have been complied with.

(2) Since the time of commencement of its operation in India, no snag on the aircraft has been reported.

(3) On 25.05.2011, the day of accident the aircraft had operated on Delhi--Chandigarh--Delhi and Delhi--Patna sector and no snag was reported in either of these flights.

(4) The Daily Inspection schedule was carried out by appropriately licensed AME and no snag was observed. The Certificate of Airworthiness of the aircraft was current and valid. Periodicity of all scheduled maintenance task were main-

tained. As per the available records no snag was reported during the C of A inspection and also during the period after the issue of C of A till the date of accident. The aircraft was under the maintenance of an approved maintenance organization. Aircraft Maintenance Engineer who carried out Daily inspection on the day of accident holds A&C Licence and holds full scope approval for maintenance of this aircraft.

(5) M/S Air Charters Services Pvt. Ltd has a Flight Safety Officer to oversee the company safety programme and he is directly reporting to Chief Executive Officer. There has been no violation of the FDTL.

(7) The Certificate of Airworthiness of the aircraft was current and valid. Periodicity of all scheduled maintenance task were maintained. As per the available records no snag was reported during the C of A inspection and also during the period after the issue of C of A till the date of accident. The aircraft was under the maintenance of an approved maintenance organization.

(8) Aircraft Maintenance Engineer who carried out Daily inspection on the day of accident holds A&C Licence and holds full scope approval for maintenance of this aircraft. He did not observe any snag or abnormality during his inspection.

(9) Similarly before operating the Patna--Delhi flight the aircraft

had operated on Delhi-Chandigarh--Delhi and Delhi--Patna sector and no snag was reported in either of these flights.

(9) The aircraft was maintained as per the approved maintenance programme. No snag was reported before the accidental flight. Thus it can be safely concluded that the aircraft was in airworthy condition to undertake the flight in question.

The other important observations which were made in the said report were that :-

The flight path of the aircraft was enveloped by secondary CB cells whose height was around 12 km. There was no reported defect of the aircraft weather radar. The crew asked for the change in heading after the controller asked him of weather conditions at radial 330. The air traffic controller has no display of the fast changing weather scenario at his position and therefore his guidance is based on the information received from the aircraft. The flight manual cautions against only severe icing conditions and prescribes that crew should immediately request priority handling from Air Traffic Control to facilitate a route or an altitude change to exit the severe icing conditions in order to avoid extended exposure to flight conditions more severe than those for which the airplane has been certificated. In the present case severe icing conditions does not appear to have existed. At 22:38:12 IST Approach gave

aircraft left heading 285 which was copied by the aircraft. While the aircraft was executing a left turn to the cleared heading and descending to cleared level of 110, at 22:39:42 IST it started climbing with corresponding drop in the ground speed. At 22:40:02 IST it had reached a FL141 and subsequently up to 22:40:17 IST there was sudden sharp left descending turn. This suggests that aircraft was hit by a strong gust, which raised its pitch attitude and resulting in left turning stall.

The probable cause of the accident could be attributed to departure of the aircraft from controlled flight due to an external weather related phenomenon, mishandling of controls, spatial disorientation or a combination of the three.

That it is submitted that from the report of the aforesaid committee , one irresistible conclusion can be drawn that the accident took place beyond the control of human control and for no fault of the answering respondent.

10 That the present petition is bad for misjoinder and non joinder of necessary parties. The petitioner has deliberately not impleaded the mother of the deceased pilot who is class one heir. The petitioner no. 1 has deliberately not given any details of her mother in law.

REPLY ON MERITS

1. Contents of para no. 1 of the petition are not denied to the extent that the deceased was employed as pilot with the respondent company while contents of rest of the para are wrong and denied.

2. Contents of para no. 2 of the petition does not relates to answering respondent as such calls for no reply .

3. Contents of para no. 3 of the petition are matter of record.

4. In reply to para no. 4 of the petition it is submitted that as per the report filed by the respondent no. 1 the probable cause of the accident could be attributed to departure of the aircraft from controlled flight due to an external weather related phenomenon, mishandling of controls, spatial disorientation or a combination of the three.

5. Contents of para no. 5 of the petition are wrong and denied. It is denied that the petitioner has approached the answering respondent time and again. On the contrary the respondent no. 1 immediately after the accident had given all the assistance to the petitioner to seek various amounts. The answering respondents deposited the amount as payable under the provisions of Employee Compensation Act. The answering

respondents had no liability over and above the compensation which was payable under the Employee Compensation Act and the respondent company has already deposited the said amount which the petitioners for oblique reasons did not obtained the same. The submissions as made hereinabove be read as part of the reply.

6. In reply to para no. 6 of the petition it is submitted that the petitioner caused to issue a false notice which was duly replied by the answering respondent through their counsel. Admittedly the compensation payable to the petitioners was in terms of the Employee Compensation Act. The respondent company in terms of the provisions of the Act had offered the compensation which the petitioners refused to accept. The answering respondent has no liability over and above the statutory liability and petitioners cannot force the respondent company to pay the amount over and above the statutory liability.

7. Contents of para no. 7 of the petition are wrong and denied. It is denied that the respondent no. 4 has made any such enquiries as contended in para under reply. Moreover the claim as paid by the insurance company in respect of damage to aircraft has no relevance with the claim as made out by the petitioners. Although the answering respondent has sought the coverage to the extent of Rs. 50,00,000/- from the respondent insurance company and who have denied to settle the claim of the petitioners. The petitioners in view of the policy as ob-

tained by the answering respondent could approach the respondent no. 5 for seeking any amount over an above the statutory liability.

8 Contents of para no. 8 of the petition are wrong and denied. It is denied that the answering respondent had been prolonging the matter of compensation or were giving any false assurances as being contended in para under reply. It is denied that the answering respondents have refused to make the payment and offered the amount as being contended. Admittedly the compensation payable to the respondent was in terms of the Employee Compensation Act. The respondent company in terms of the provisions of the Act had offered the compensation which the petitioners refused to accept. The answering respondent has no liability over and above the statutory liability and petitioner cannot force the respondent company to pay the amount over and above the statutory liability. Moreover the petitioner has already received more than Rs 40 Lakh from different coverages and has not paid any amount to the old mother of the deceased.

9-10. Contents of para no. 9 & 10 of the petition does not relates to answering respondent. However it is submitted that the answering respondent had been maintaining all the standards and complied with all the norms as per the enquiry report. The copy of the same is filed and observation as made be read as part of the reply.

11. In reply to para no. 11 of the petition it is submitted that the answering respondent has obtained the coverage over and above the requirement of carriage by air act. Although in terms of the provisions of carriage by air act the liability of the carrier is to the extent of Rs. 7.5 lacs and on the contrary the answering respondent has taken the coverage to the extent of 50 lacs and paid the premium over and above the statutory requirements. The petitioners for frivolous reasons have been making false contentions.

12. In reply to para no. 12 of the petition It is submitted that the answering respondent was not liable to make any payment to the petitioners from the claim as received by them towards the damage of the air craft. Since the answering respondent has provided the coverage under different heads as such the plea raised by the petitioners have no relevance. The answering respondent had deposited the due amount of compensation.

13 In reply to para no.13 of the petition it is submitted that the writ petition as filed by the heirs of deceased Sh Manjeet Kataria is not maintainable. The answering respondents had already deposited the due amount in the said case also.

14. In reply to para no. 18 of the petition it is submitted that as per the proposal form submitted by the answering respondent

to the insurance company the coverage for the pilot and copilot was sought. Even if the answering respondent has not obtained the coverage but has paid the compensation as payable under the relevant act.

15 In reply to para no. 15 of the petition it is submitted that the answering respondent has deposited more than the amount as being claimed in para under reply. It is submitted whether the amount of compensation can be increased or not is legislative function and as such no mandamus can be issued to the legislatures to extend such reliefs .

16. Contents of para no. 16 of the petition are wrong and denied. It is denied that the answering respondent has unlimited liability to pay the compensation as per the carriage Air Act. The liability as per the carriage Air Act is not more than 7.5 lacs. The entitlement of the petitioners in terms of the employment/deceased was as per the Employee Compensation Act. The answering respondent has already deposited the compensation payable under the Employee Compensation Act although the same was to be deposited by the respondent no. 5 as answering respondent has sought the coverage of the pilot as well as co pilot from the respondent no. 5 company. There was no willful misconduct as contended in para under reply. As submitted above whether the amount of compensation can be increased or not is legislative function and as such no

mandamus can be issued to the legislatures to extend such reliefs.

17. Contents of para no. 17 of the petition are wrong and denied. It is denied that the respondents are thus liable to compensate the petitioner's. It is denied respondent no. 1 & 2 have failed in fulfilling their duties entrusted upon them by law. It is denied that the respondent no. 3 & 4 for their willful misconduct of not maintaining adequate insurance cover, as mandatory by law and also under Rule 17 (1) of the Third Schedule of the Carriage by Air Act. It is denied that answering respondents are liable to pay compensation to the petitioner as claimed. As submitted that the respondent company has obtained the coverage and which fact has been admitted by the surveyor appointed by the respondent insurance company. The due compensation has already been deposited.

18. Contents of para no. 18 of the petition are wrong and denied. It is denied that petitioner has suffered as contended in the para under reply. It is denied petitioner has suffered substantial financial loss. The petitioner has already received compensation from various quarters and the answering respondents had also deposited the due compensation.

19. Contents of para no. 19 of the petition are wrong and denied. It is denied that the answering respondent had violated any provisions as being claimed. The answering respondents

had not contributed in any manner to unfortunate incident and which occurred due to departure of the aircraft from controlled flight due to an external weather related phenomenon, mishandling of controls, spatial disorientation or a combination of the three

20 Contents of para no 20 of the petition are wrong and denied. It is denied petitioners have suffered as claimed.

21. Contents of para no. 21 of the petition are wrong and denied. It is denied that the situation of petitioner's due to the untimely loss of deceased, has deteriorated to the extreme point and the petitioner's are now leading a heavily indebted life which will further deteriorate. The due amount has been duly deposited by the answering respondent.

22. Contents of para no. 22 of the petition are wrong and denied. It is denied that the answering respondents had made any gain from the loss. The respondent insurance company has paid the due amount in respect of the coverage as obtained. The answering respondent even had time and again requested the respondent insurance company to process the other claim which it has failed to do so. There is no delay on the part of the answering respondent.

23. Contents of para no. 23 of the petition are wrong and denied. It is denied that no compensation was paid . As submitted above the due amounts was deposited.

24 In reply to para no 24 it is submitted that the petition as filed is not maintainable.

25 Contents of para no. 25 of the petition are matter of record.

26-27 In reply to para no 26-27 it is submitted that the present writ petition is not maintainable.

Prayer clause of the petition is wrong and denied. In view of the submissions as made the petition is not maintainable and as such is liable to be dismissed. Any other direction which this hon'ble Court may deem fit be also passed.

For AIR CHARTER SERVICES PVT. LTD.

Authorised Signatory

New Delhi

Respondent no 3 & 4

Through

Dated

Counsel

IN THE HIGH COURT OF DELHI AT DELHI

WP (C) 1867 / 2012

IN RE

Namrata Singh & Another — Petitioner

Versus

D.G.C.A & Others — Respondents

AFFIDAVIT

I, Sunil Gaur S/o Late Sh K.P.Gaur aged 42 years CEO M/S Air Charter Services P Ltd D-67, Ground Floor, Defence Colony, New Delhi, do hereby on solemn affirmation state and declare as under:-

1. That the deponent is posted in the respondent no 3 company and competent to swear the affidavit. The submissions as made in various paras in the accompanying reply are true and correct on the basis of the official record and be read as part of affidavit.

I IDENTIFY THE DEPONENT WHO HAS SIGNED IN MY PRESENCE

01 OCT 2012

DEPONENT

Verification :

Verified at Delhi on this 1 st day of October 2012 that the contents of above affidavit are true and correct to my knowledge and nothing has with concealed therefrom.

CERTIFIED THAT THE DEPONENT Shri/Smt./Km. ... S/o, W/o, D/o ... has ... at Delhi on ... that the ... affidavit. Which have been read to him and are true to his knowledge

01 OCT 2012

DEPONENT

Oath Commissioner, Delhi

REPORT

OF

COMMITTEE OF INQUIRY

ACCIDENT TO PILATUS PC-12 AIRCRAFT VT-ACF OF M/S AIR CHARTERS SERVICES PVT. LTD. AT FARIDABAD HARYANA ON 25.05.11

CHAIRMAN

AIR MARSHAL P.S. AHLUWALIA (RETD.)

PVSM, AVSM & Bar, VM, VSM

MEMBERS

S.S. Nat **Capt. Kishore Chinta**

SECRETARY

Maneesh Kumar

Deputy Director Air Safety

O/o DGCA

Foreword

This document has been prepared based upon the evidences collected during the investigation, opinion obtained from the experts and laboratory examination of various components. The investigation has been carried out in accordance with Annex. 13 to the Convention on International Civil Aviation and under the Rule 74 of Aircraft Rules 1937 of India. The investigation is conducted not to apportion blame or to assess individual or collective responsibility. The sole objective is to draw lessons from this accident which may help to prevent such future accidents or incidents.

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Appendix "A"

REPORT ON ACCIDENT TO M/S AIR CHARTER SERVICES PVT. LTDPILATUS PC-12/45 AIRCRAFT VT-ACF AT PARVATIA COLONY, FARIDABAD ON 25.05.2011

a) Aircraft

Type and Model	:	Pilatus PC-12/45
Nationality	:	Indian
Registration	:	VT-ACF
b) Owner/Operator	:	M/s Air Charter Services Pvt. Ltd.
c) Date of Accident	:	25th May 2011
d) Time of Accident	:	22:43IST (Approx.)
e) Last Point of Departure	:	Patna
f) Point of Intended Landing	:	Indira Gandhi International Airport, Palam, New Delhi
g) Geographical Location of Accident	:	Parvatia Colony, Faridabad **Coordinates**: N 28° 21′37.08″ E 077° 16′ 58.2″ Altitude: 704 ft.
h) Type of Operation	:	General Aviation
i) Phase of Operation	:	Approach

(All timings in the report are in IST)

SYNOPSIS

On 25.05.2011 a Pilatus PC-12/45 aircraft, VT-ACF, owned by M/s Air Charter Services Pvt. Ltd met with a fatal accident while operating flight from Patna to New Delhi.

The accident was investigated by Committee of Inquiry appointed under Rule 74 of Aircraft Rules, 1937. As per the obligations under ICAO Annex 13, notification was sent to Aircraft Accident Investigation Board, Switzerland the State of Aircraft Manufacture and Design and Transport Safety Board (TSB), Canada, the State of engine manufacture. TSB, Canada and AAIB Switzerland appointed their accredited representatives and authorized engine manufacturer M/s Pratt & Whitney and M/s Pilatus to associate with the investigation of engine, wreckage and other aircraft components.

The aircraft VT-ACF was hired for a medical evacuation mission to pick a critically ill patient from Patna. A crew of 2 pilots and medical team comprising of 2 doctors and a male nurse got airborne from New Delhi for Patna. The flight was uneventful. The patient and one attendant were on board during the Flight back from Patna. Weather in Delhi airspace started deteriorating as the flight came closer to Delhi. Wide spread thunderstorm activity was seen North-Northeast of Delhi airport which was moving south. About 10 min before landing VT-ACF was seen on radar in a turn to the left gaining and losing height and thereafter an abrupt turn to the right in which the aircraft seemed to loose height very rapidly before the Delhi Approach Radar stopped picking up the aircraft on radar. Repeated attempts to raise the aircraft on VHF radio as well as emergency frequency 121.5 MHz failed to get any response.

After 7 min, ATC tower received information from the City Fire Brigade confirming that an aircraft had crashed near Faridabad in a congested residential area known as Parvatia Colony. The aircraft had crashed on one of the houses of the colony. Due to impact and post impact fire the aircraft was totally destroyed and all seven people on board the aircraft and three residents of the house on which it crashed were killed. After the accident, local residents of the area and police put off the fire and extricated the bodies from the wreckage of the aircraft.

1. Factual Information

1.1 History of the Flight

M/s Air Charter Services Pvt Ltd. offered their aircraft VT-ACF for operating medical evacuation flight to pick one critically ill patient from Patna on 25/05/2011. The Aircraft took off from Delhi to Patna with two crew members, two doctors and one male nurse. The Flight to Patna was uneventful. The Air Ambulance along with patient and one attendant took off from Patna at 20:31:58 IST, the aircraft during arrival to land at Delhi crashed near Faridabad on a Radial of 145 degree and distance of 15.2 nm at 22:42:32 IST.

Aircraft reached Patna at 18:31 IST. Flight Plan for the flight from Patna to Delhi was filed with the ATC at Patna via W45-LLK-R594 at FL260, planned ETD being 22:00 hours IST and EET of 2hours for a planned ETA at VIDP being 24:00 hours IST. The crew took self-briefing of the weather and same "Self Briefing" was recorded on the flight plan submitted at ATC Patna. The passenger manifest submitted at Patna indicated a total of 2 crew and 5

passengers inclusive of the patient. Weather at Patna at the time of departure was 3000m visibility with Haze. Total fuel on board for departure at Delhi was 1516 lts. The preflight/transit inspection of the aircraft at Patna was carried out by the crew as per laid down guidelines. The crew requested for startup at 20:21 IST from Patna ATC and reported airborne at 20:33:43 IST. The aircraft climbed and maintained FL 260 for cruise.

On handover from Varanasi Area Control (Radar), the aircraft came in contact with Delhi Area Control (East) Radar at 21:53:40 IST at 120.9 MHz. At 21:53:40 IST aircraft was identified on Radar by squawking code 3313. At 22:02:05 IST the crew requested for left deviation of 10° due to weather, the same was approved by the RSR controller. At 22:05:04 IST the crew informed that they have a critical patient on board and requested for priority landing and ambulance on arrival. The same was approved by the RSR controller. The aircraft was handed over to Approach Control on 126.35 MHz at 22:28:03 IST.

At 22:28:18 IST VT-ACF contacted TAR (Terminal Approach Radar) on 126.35 MHz and it was maintaining FL160. At 22:32:22 IST, VT-ACF was asked to continue heading to DPN (VOR) and was cleared to descend to FL110. At 22:36:34 IST, the TAR controller informed VT-ACF about weather on HDG 330°, the crew replied in "Affirmative" and requested for left heading. At 22:38:12 IST, TAR controller gave aircraft left heading 285° which was copied by the aircraft. The aircraft started turning left, passing heading 289, it climbed from FL125 to FL141. At 22:40:32 IST the TAR controller gave 3 calls to VT-ACF. At 22:40:43 IST aircraft transmitted a feeble call "Into bad weather", at that instance the aircraft had climbed FL 146.Thereafter the aircraft was seen turning right in a very tight turn at a low radar ground speed and loosing height rapidly from FL146 to FL 016. Again at 22:41:32 IST TAR

controller gave call to VT-ACF, aircraft transmitted a feeble call "Into bad weather. Thereafter the controller gave repeated calls on both 126.35 MHz and also 121.5 MHz, before the blip on radar became static on a radial of 145 degree at 15.2 nm from DPN VOR at 22:42:32 IST. All attempts to raise contact with the aircraft failed.

The TAR controller then informed the duty WSO and also the ATC Tower. At 22:50:00 IST, the tower informed the WSO that they have got a call from the City Fire Brigade confirming that an aircraft has crashed near Faridabad in a congested residential area known as Parvatia Colony. After the accident, local residents of the area and police tried to put off the fire and extricate the bodies from the wreckage of the aircraft.

1.2 Injuries to Persons

Injuries	Crew	Passengers	Others
Fatal	2	5	3
Serious	Nil	Nil	Nil
Minor/None	Nil	Nil	

1.3 Damage to Aircraft

Pilatus PC-12/45 Aircraft VT-ACF was destroyed due to impact and post impact fire.

1.4 Other Damage

There was extensive damage to House and property of House No. 1254 and 1253 and minor damage to House No. 1255 in the Parvatia Colony, Faridabad.

1.5 Personnel information

1.5.1 Pilot-in-Command:

License Details:

He did his training for the issue of the CPL at Academy of Carver Aviation Private Ltd. CPL was issued to him on 15.05.2007. He underwent endorsement training on Pilatus PC-12 aircraft while serving in M/s Air Deccan after passing DGCA Specific Examination on type on 30/11/2007.He underwent adverse weather/monsoon training and check for release as commander for operation during the adverse weather/monsoon in accordance DGCA Ops Circular 9 of 2010 on 6.07.2010.

License type	:	CPL - 5251
CPL Valid up to	:	14/05/2012
Date of Initial Issue	:	15/05/2007
Date of Endorsement	:	03/04/2008 for Pilatus PC-12
Date of Birth	:	09/03/1982
Medical Valid up to	:	22/08/2011
FRTO No, valid till	:	9616, valid till 13/07/2011
Instrument Rating No.	:	4986
Date of last IR check	:	20/05/2011
PC check	:	20/05/2011

Aircraft Ratings:

AS PIC	:	Pilatus PC-12, Cessna 152 A

Flying Details :

Total Flying Experience	:	1521:05 Hrs

Total instrument flying	:	707:15 Hrs approx.
Actual	:	687:15 Hrs
Simulated	:	20:00 hrs
Experience on type	:	1300 Hrs approx.
Flying during Last One year	:	680 Hrs
Flying during last 6 months.	:	405 Hrs
Flying during Last 30 days	:	50 Hrs
Flying during last 7 days	:	8:30 Hrs.
During last 24 hours	:	2:00 hrs

He was not involved in any Accidents or Serious Incidents previously.

1.5.2.1 **Co-Pilot:**

He had undergone pilot training at Wings Flight Training, New Zealand. He had undergone simulator training at Simcom, Orlando, USA and also flight training for type rating on Pilatus PC-12. He was employed by M/s Air Charter Services Pvt Ltd subsequently.

License Details:

License type	:	CPL 7312
CPL Valid up to	:	22/12/2013
Date of Initial Issue	:	23/12/2008
Date of Endorsement	:	25/03/2011 for Pilatus PC-12
Date of Birth	:	26/07/1989
Medical valid up to	:	26/04/2012
Instrument Rating No.	:	7004
Details of last two	:	P-68 C on 16/10/2008
IR check	:	Pilatus PC-12 on 13/02/2011

PC check	:	13/05/2011
Aircraft Ratings:		
AS PIC	:	Pilatus PC-12, P-68 C
Flying Details	:	
Total Flying Experience	:	300:04 Hrs 320
Experience on type	:	70 hrs
Flying during Last One year	:	36 hrs
Flying during Last 30 days	:	36 Hrs
Flying during last 7 days	:	9:55 Hrs
During last 24 hours	:	2hrs

He was not previously involved in any air accident/serious incident.

1.5.4 Aircraft Maintenance Engineer

The AME is holding HA & JE category license issued on 13.11.2007. Aircraft Pilatus PC-12 Series and Engine Pratt & Whitney PT6A-67B was endorsed on his license on 13.05.2010.

1.5.5 Air Traffic Control Officers

The ATC Officer manning area control (East) holds ratings on Tower, Area, Approach and RSR. His last Proficiency Check was carried out on 28.10.2010.

The ATC Officer manning approach holds ratings on Tower, Area, Approach and RSR. His last Proficiency Check was carried out on 27.10.2010.

1.6 Aircraft Information

1.6.1

Manufacturer	Pilatus Aircraft Ltd, Stans, Switzerland
Type	PILATUS PC-12/45
Constructor's S.NO.	632
Year of Manufacturer	2005
Certificate of Airworthiness	6288, Issued/revalidated on 21.01.2011, on the strength of FAA export C of A No. E437076 Valid Up to 11.05.2015
Airworthiness Review Certificate	Issued on 27.01.2011, valid till 26.01.2012
Category	Normal
Sub Division	Passenger
Certificate of Registration	4179issued on 21.01.2011
Owner	M/s Air Charters Services Pvt. Ltd., D-67, Ground Floor, Defence Colony, New Delhi-110024
Minimum Crew Required	02
Maximum All Up Weight Authorised	4500
Last Major Inspection	100 Hrs inspection carried on 15.04.2011 TSN 1392.18 Hrs CSN 1077
Last Inspection	100 Hrs inspection
Air frame Hrs. Since New	1483.36 Hrs as on 23.05.2011
Air frame Hrs. Since last C of A	233.54 Hrs as on 23.05.2011
Engine	
Manufacturer	PRATT & WHITNEY
Type	Turbo (PT6A-67B)

Serial No.	PCE PR 0504
HoursDoneSince New	1483.36Hrs
TSO	---
Last Inspection Carried Out	100 Hrs
Last Major Inspection Carried out	100 Hrs
AverageFuel Consumption	350 lbs. /hr
Average Oil Consumption	0.3 lbs/hr
Propeller	
Manufacturer	HARTZELL, HC-E4A-30/E10477K
Sr. No.	KX-152
Last Overhaul	21.04.2011
Hours since Overhaul	46:00Hrs

1.6.2 **Scrutiny of records**

- All mandatory modifications as per DGCA mandatory modification list for PC-12 type of aircraft have been complied with.
- Since the time of commencement of its operation in India, no snag on the aircraft has been reported.
- On 25.05.2011, the day of accident the aircraft had operated on Delhi-Chandigarh-Delhi and Delhi-Patna sector and no snag was reported in either of these flights.
- The Daily Inspection schedule was carried out by appropriately licensed AME and no snag was observed.

1.6.3 General Description of Aircraft

The airplane is a low wing, T-tail, single engine, retractable landing gear type designed to transport passengers, cargo, or various combinations of both passengers and cargo. Construction is conventional semi-monocoque, primarily incorporating aluminum alloy, but composite structure are used in certain areas.

The complete airframe is electrically bonded to eliminate electro-magnetic interference and static discharge wicks are used to reduce static charges while in flight. The fuselage consists of the engine area, nose gear assembly, cockpit, cabin, and aft fuselage. The engine area contains the power plant, and associated accessories. The engine cowling is constructed from a carbon/nomex honeycomb material while the engine mount is welded steel tubing and bolted to the firewall in four places. The firewall is titanium and protected by insulation material. A two piece windshield, two side windows, and a direct vision (DV) window provide cockpit visibility. The two piece windshield is glass while the two side windows and the DV window are stretched acrylic. All windows are of two ply laminated design. Airplane avionics are mounted under the cabin floor, running the length of the center cabin, and are accessible through quick release panels. The cabin carry-through spar attachment fittings are one piece machined aluminum. A safety net is installed aft of the rear pressure bulkhead to protect the bulkhead from damage during maintenance.

The dorsal and ventral fin fairings are Kevlar honeycomb material. The wings are of conventional construction incorporating front and rear spars, ribs, and skin. Each wing is attached to the fuselage using three titanium shear pins

and, at the aft upper fitting, one steel tension bolt. Each wing incorporates a single-piece Fowler flap of conventional construction, with three support arms and associated linkages. The wing trailing edges above the flaps are foam core covered with carbon laminate. A surface mounted deice boot is attached to the nose skin of each wing. Each wing has a main landing gear attached to the front and rear spar, with a carbon fiber/nomex honeycomb gear door attached to the leg. The wing tips are constructed of carbon fiber/honeycomb and metal strips for lightning protection. The flight control system is conventional using push-pull rods and carbon steel cables. Electric trim systems are provided for the aileron, rudder, and elevator.

Each wing trailing edge has a single piece Fowler type flap supported by three flap arms. The flaps are controlled by a selector handle located to the right of the power controls on the center console. The flaps may be set to one of the four preset positions 0 degree, 15 degree, 30 degree and 40 degree by moving the handle to the appropriate position.

The PC-12 is equipped with a stickshaker/stickpusher system that prevents the aircraft from entering an aerodynamic stall.

The OEM, Pilatus, had been asked for a detailed report on the Stall/Spin characteristics of the PC-12/45 aircraft as seen during test conditions during aircraft certification. The OEM report is as follows:-

Stall Characteristics

With an operative stall protection system the approach to a stall is characterised by the activation of the aural stall warner and stick shaker, if the AOA is further increased then the stall is characterised by the activation of the stick pusher which reduces the AOA. With an operative stall protection system

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the pusher prevents the aircraft from reaching the AOA associated with the natural aerodynamic stall.

Spin Characteristics

Considering the above the PC-12 was demonstrated to be spin resistant according to FAR Part 23, Amendment 42 § 23.221 (a)(2) (supplemented by FOCA CCF 91-03), the results are presented in ER 12-03-20-006 Spin Resistance. Below is an extract from the ER referring to § 23.221 (a}(2}(ii) application of pro spin controls.

In all the conditions tested the stick pusher activated before the aerodynamic stall, at that point, simultaneously, the required pro-spin controls were applied. The resultant aircraft motion was a nose down pitch increasing progressively, associated with roll. The angle-of-attack of the wings was always maintained below the angle-of-attack of aerodynamic stall by the action of the stick pusher, even if the elevator was pulled further back during the maneuver. The airspeed was increasing throughout the maneuver and the heading change at the end of the maneuver was always less than 90 degrees. In no case did the aircraft enter a spin or exhibit a tendency to spin. At the end of the maneuver the aircraft responded always immediately and normally to the controls and the recovery from the maneuver was performed by centralising rudder and ailerons and pulling the elevator to recover from the ensuing dive. The elevator control force never exceeded the temporary control force limit of § 23.143. The maximum maneuvering load factor as stated in the AFM limitations section is 3.3g. The PC-12 does not exhibit any unusual characteristics during high rates of descent (6,000 ft/min). This condition is

flown to simulate an emergency descent as part of the production acceptance testing of each aircraft. During certification the aircraft was flown up to VD / MD (280 KCAS/ 0.60 Mach). Note that VMO/MMO is 240 KCAS/ 0.48 Mach). There are no rate of turn limitations as such. The maximum maneuvering load factor is 3.3 g (refer to section 2 "Limitations" of the AFM) and VMO 240 KCAS.

The PC-12 fleet has accumulated more than 3.5 million flying hours. 13 fatal accidents have occurred since 1998.The PC-12 has obviously positive and damped stability characteristics which fulfill FAR 23. In adverse weather conditions it is good airmanship to switch Ignition ON, Inertial Separator ON, reduce speed to the appropriate gust penetration speed and divert away from the undesirable conditions with the aid of the weather radar. The PC-12 has significant performance capability. In severe turbulence it is possible to get autopilot disconnects so the pilot may have to fly by hand which could increase pilot work load. ***The Honeywell weather radar ART 2000 that was installed in the accident aircraft has a recorded MTBF of 88,920 hrs, based on more than 3 Million operating hours.***

1.6.4 Weight and Balance

The fuel on board the aircraft before Takeoff from Delhi was 1516 lts. Taking average fuel consumption and flight time from Delhi to Patna in consideration, the fuel before takeoff from Patna was 1056 lts. The patient was carried on seat No. 4 and 6. There were four other passengers and medical equipment. The aircraft center of gravity was within limits.

1.7 Meteorological Information

1.7.1 Met Report, Patna Airport

Time	:	**20:20 IST**
S/WIND	:	080/08 KT
Visibility	:	3000 M
Weather	:	HZ
Clouds	:	FEW 10000 FT/3000 M,
Temp.	:	32° C
Dew Point	:	25°C
QNH	:	1001 HPA 2956 INS
QFE	:	0995 HPA 2938 INS
Trend	:	No Significant

1.7.2 Met Report, IGI Airport, New Delhi

Time	:	**20:30 IST**
Wind	:	RWY28 270/04 KT RWY10 280/05KT
S/WIND	:	270/05 KT
Visibility	:	3500 M
Weather	:	HZ
Clouds	:	FEW 4000 FT/1200 M, SCT 10000 FT/3000M
Temp.	:	37° C
Dew Point	:	17°C
QNH	:	1001 HPA 2959 INS
QFE	:	975 HPA 2880 INS
Trend	:	BECMU VIS 3000 M

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Special Met Report

Time	:	**22:30 IST**
Wind	:	RWY28 060/29 KT RWY10 060/28KT
S/WIND	:	040/20G30 KT
Visibility	:	2100 M
Weather	:	TS
Clouds	:	SCT 4000 FT/1200 M, FEWCB 4000FT/1200M, SCT 10000 FT/3000M
Temp.	:	33º C
Dew Point	:	22ºC
QNH	:	1003 HPA 2964 INS
QFE	:	977 HPA 2885 INS
Trend	:	TEMPO VIS 1500 M TSRA

Special Met Report

Time	:	**22:51 IST**
S/WIND	:	050/20G30 KT
Visibility	:	1500 M
Weather	:	TS
Clouds	:	SCT4000 FT/1200 M,FEWCB 4000 FT/1200M, SCT 10000 FT/3000M
Temp.	:	32º C
Dew Point	:	21ºC
QNH	:	1004 HPA 2965 INS
QFE	:	977 HPA 2886 INS
Trend	:	TEMPO VIS 0800 M TSRA

1.7.3. **Weather conditions during the period of the accident and the forecast/warnings issued from the Meteorological Office, IGI Airport.**

The brief description of the various weather conditions observed during 2030 IST to 2330 IST as reported in the current weather (i.e. Met reports or METAR) along with trend forecast and weather warnings based upon various meteorological instruments at various RWY ends, DWR, Satellite weather data etc is as follows:-

Current weather reports as issued by the Met Office for the period (decoded/simplified version of MET REPORT issued to ATC given in Table- 1) shows the airport was having visibility at 2030 IST as 3500 meter in haze with low and medium clouds of height 4000 to 10000 feet with wind 270Deg/5 Knots which deteriorated to 3000 meter at 2052 IST when CB cloud was also reported for the first time during the period (see Table 1). DWR from 2010 IST (Fig. 1) was showing movement of CB clouds to the circular domain within the 100NM of IGI due to which a weather warning for squall was issued at 2030 IST valid for 2100 to 0130 IST indicating **"IGI Airport and 100 nautical mile around is likely to be affected by Dust storm/Thunderstorm when the surface wind speed in associated squall will likely to reach from 030 deg Direction with speed exceeding 30kts/60kmph" (Weather warnings as issued given in Annexure-A).** A trend forecast of this weather warnings for ATC/PILOT was appended in the SPECI/METAR issued at 2052 IST with TEMPO 030/30KTS VIS 1500M IN TS/RA. The observations from Integrated Automatic Surface weather observing Instruments (IASWOI) confirms the weather conditions deteriorated started at 2230 IST when the RWY 27 end experienced squall/gusty winds of 31 kts/62 kmph from 040 deg which subsequently spread to various other five RWY ends. The wind speed recorded at RWY 27 ends by integrated aviation AWS have been enclosed for confirmation (Fig. 2). Accordingly a SPECIAL weather report was

issued at 2230 IST **to ATC with prevailing weather conditions as TS/DS and gusty winds of 040/20 kts gusting to 30 kts**. Due to such bad weather occurrences, the trend forecast was also continued to be appended with likely of visibility reduction to 1500 M in TS/RA. In view of gusty wind conditions continuing with visibility falling to 1500 M in TS another 2nd SPECIAL Weather report was issued to ATC at 2251 IST when surface wind was reported as 050/20kt gusting 30 kts with current weather as TS. Hereafter the weather started improving and by 2330 IST, the visibility was improved to 2500M in haze and ceased off TS.

1.7.4 Review of other Various Weather Warnings and Forecasts of Met

Aerodrome forecast of IGI Airport issued at 1730 IST of 25 May valid for 2030 to 0530 IST of 25/26 May indicated likelihood of occurrences of TS/RA with wind squalls/gusty winds of 30kts from NW-290 deg and deterioration of visibility up to 1200 during 2030 to 0530 IST. Local forecast issued at 1900 IST of 25 May valid for 1930 to 0330 IST for IGI Airport and 100 nautical miles around also included likelihood of severe turbulence and moderate icing due to development of CB and likely occurrences of TS. SIGMET Warning issued during 25 May 1530 IST till 0330 IST also having warnings of CB/TS forecast in the Delhi FIR region based upon DWR and satellite observations.

Fig. 1. DWR Cloud pictures as early as 2020 IST confirms the development of vertically grown up CB clouds at NNE to IGI Airport at 100km to 200 km circles over Uttaranchal hills based upon which IMD issues warning of DS/TS and squally/gusty weather

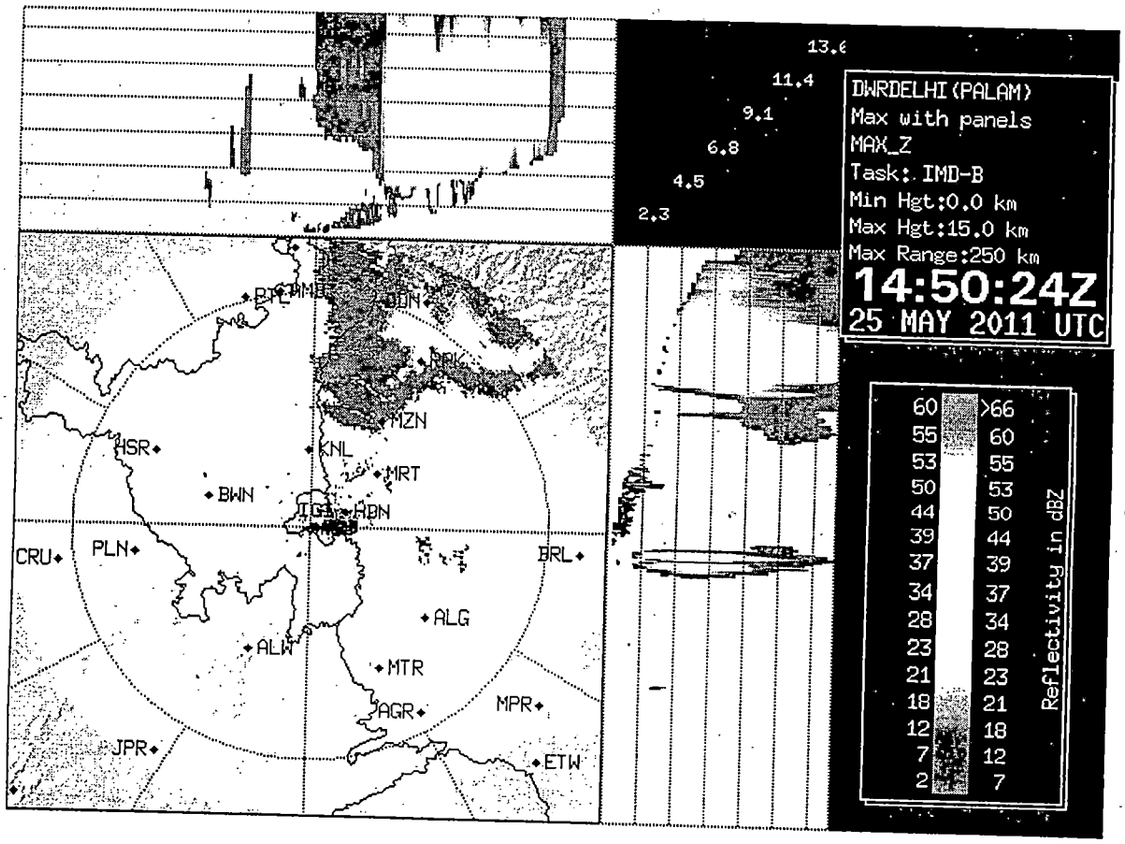
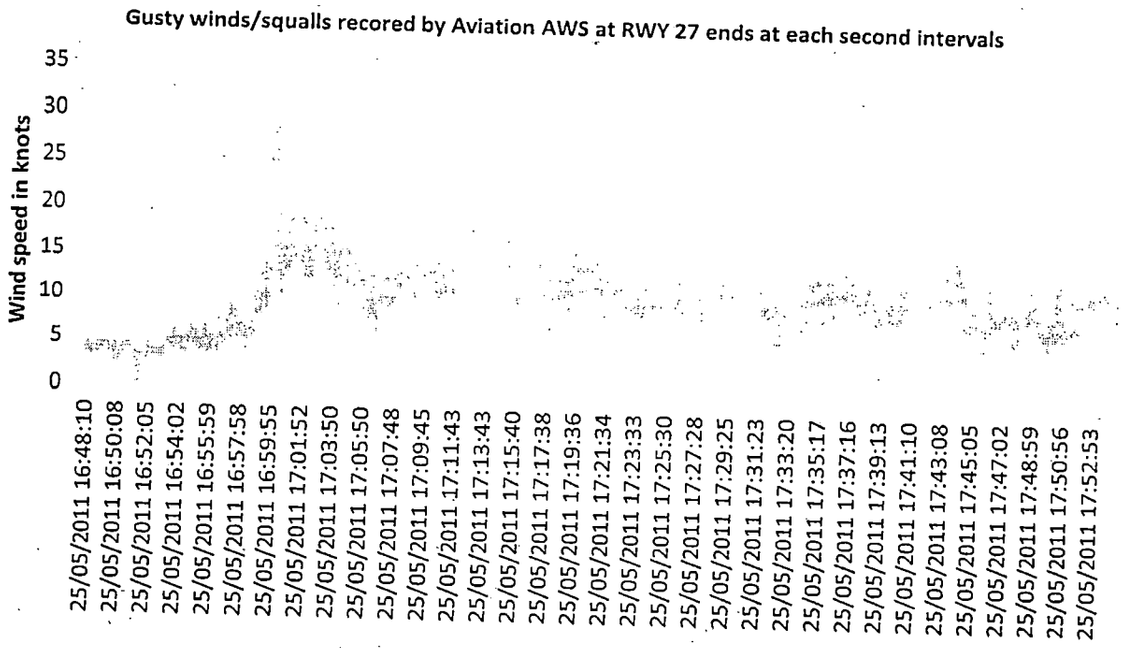

DWRDELHI(PALAM)
Max with panels
MAX_Z
Task: IMD-B
Min Hgt:0.0 km
Max Hgt:15.0 km
Max Range:250 km
14:50:24Z
25 MAY 2011 UTC
Reflectivity in dBZ
HSR
BWN
KNL
MRT
MZN
CRU
PLN
BRL
ALG
ALW
MTR
AGR
MPR
JPR
ETW

Fig. 2.


Gusty winds/squalls recored by Aviation AWS at RWY 27 ends at each second intervals
Wind speed in knots
35
30
25
20
15
10
5
0
25/05/2011 16:48:10
25/05/2011 16:50:08
25/05/2011 16:52:05
25/05/2011 16:54:02
25/05/2011 16:55:59
25/05/2011 16:57:58
25/05/2011 16:59:55
25/05/2011 17:01:52
25/05/2011 17:03:50
25/05/2011 17:05:50
25/05/2011 17:07:48
25/05/2011 17:09:45
25/05/2011 17:11:43
25/05/2011 17:13:43
25/05/2011 17:15:40
25/05/2011 17:17:38
25/05/2011 17:19:36
25/05/2011 17:21:34
25/05/2011 17:23:33
25/05/2011 17:25:30
25/05/2011 17:27:28
25/05/2011 17:29:25
25/05/2011 17:31:23
25/05/2011 17:33:20
25/05/2011 17:35:17
25/05/2011 17:37:16
25/05/2011 17:39:13
25/05/2011 17:41:10
25/05/2011 17:43:08
25/05/2011 17:45:05
25/05/2011 17:47:02
25/05/2011 17:48:59
25/05/2011 17:50:56
25/05/2011 17:52:53

The observations from various Integrated Automatic surface weather Instruments confirms the weather conditions deteriorated at 2230 IST when the RWY 27 end experienced squall/gusty winds of 31 kts/62 kmph from 040 deg which subsequently spread to various other five RWY ends placed as Table 1 below:-

Table-1

TIME IST	TYPE OF MESSAGE	VIS	PRESENT WEATHER	WIND DIRECTION	WIND SPEED	TREND FORECAST
2030	MEATR	3500	DUST	270	05KT	BECMG VIS 3000M
2052	SPECI	3000	HAZE	260	05KT	TEMPO 03030KT 1500M TSRA
2130	MEATR	3000	HAZE	290	04KT	TEMPO 03030KT 1500M TSRA
2200	MEATR	3000	HAZE	310	04KT	TEMPO 03030KT 1500M TSRA
2230	MEATR	2100	HAZE	040	20G30KT	TEMPO 1500M TSRA
2251	SPECI	1500	DS/TS	050	20G30KT	TEMPO 0800 TSRA

AERODROME WARNING OF DELHI AIRPORT DATED 25-05-2011 ISSUED AT 2100 IST TO ATC (ATC OFFICERS SIGNATURE IS THERE THAT HE RECEIVED IT AT 2115 IST)

THUNDERSTORM/DUSTORM IS LIKELY TO AFFECT VIDP AERODROME DURING THE PERIOD FROM 25/2100 IST TO 26/0130 IST WHEN SURFACE WIND SPEED IN ASSOCIATED SQUALL FROM 030 DIRECITION AND EXCEED 30 KNOTS

1.8 Aids to Navigation

The runway in use were 10, 11. Maintenance records of Nav Aids at Delhi Airport were reviewed. There were no reported anomalies concerning the aerodrome navigation or approach aids at the time of the accident.

1.9 Communication

1.9.1 ATC communication record of IGI Airport, Palam, New Delhi

The aircraft was fitted with Very High Frequency (VHF) communication equipments. The aircraft was in two way communication with Area Control (East) and Terminal Approach Radar. It is evident from the Air Traffic Control (ATC) tape transcript that the aircraft had no problem on communication.

1.9.1.1 Communication with Area Control

At 21:53:40 IST aircraft VT-ACF came in contact with Area (East) at frequency 120.9 MHz. At 21:53:40 aircraft was identified on Radar by squawking code 3313. At 22:02:05 aircraft requested for 10ºleft deviation due weather which was approved. At 22:05:04 IST, VT-ACF intimated that there was critical patient on board and requested for priority landing and ambulance in advance. This was approved by the area control. At 22:14:53 IST Area control gave decent to FL 240 to aircraft, which was copied by the aircraft. At 22:18:20 IST area control cleared aircraft for decent to FL200. At 22:20:27 IST aircraft was cleared for decent to FL180 and to FL160 at 22:25:38 IST. Aircraft was transferred to approach Radar (Frequency 126.35 MHz) at 22:28:03 IST.

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1.9.1.2 Communication with the Terminal Approach Radar (TAR)

Aircraft came in contact with the Approach Radar (frequency 126.35 MHz) at 22:28:18 IST. Aircraft intimated that it was maintaining FL160 and continue to DPN. At 23:33:41 IST Approach instructed the aircraft to descend to FL110 which was copied by VT-ACF. At 22:36:34. Approach intimated the aircraft about whether on heading 330, and the crew requested for left heading. At 22:38:12 Approach gave aircraft left heading 285, which was copied by the aircraft. At 22:40:43 IST aircraft transmitted that "**Into bad weather**". Again at 22:41:32 IST aircraft transmitted "**Into bad weather**".

1.9.1.3 Communication with the Approach (SA) Frequency 124.2 MHz

At 22:28:45 IST AIC011 making approach for landing at R/W 28 intimated that it was going around and requested for R/W 11. At 22:30:27 IST controller intimated winds for R/W 28 as 050 degree 29 knots. At 22:30:55, controller intimated SEJ 142 winds for 28 to be 080 degree 26 knots, and asked to confirm if it wished to continue.SEJ 142 requested for the change of the Runway. At 22:31:22 R/W was changed to R/W 11.

1.9.2 Communication Recording of Approach Radar

1.9.3 Radar Recording

The aircraft was painting on the approach Radar of IGI Airport, New Delhi up to 15.2 nm from it. The radar recording of Approach Radar was obtained and on its basis the position of the aircraft w.r.t VIDP was determined as given below:

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Time Stamp (IST)	Level (value x 100) feet	Grd Speed	Aprox. Heading	Latitude	Longitude	Radial from DPN VOR (Aprox.)	Distance (NM) from DPN (Approx.)
22:02:06	260	N0234	308	273350N	0794948E	111	157.3
22:04:27	260	N0231	290	273713N	0794023E	111	147.9
22.05:01	260	N0232	289	273758N	0793759E	111	146.0
22:05:06	260	N0232	289	273804N	0793738E	111	145.7
22:05:12	260	N0232	288	273811N	0793714E	111	145.4
22:14:51	260	N0232	283	274615N	0785637E	115	109.2
22:18:21	241	N0259	286	275038N	0784053E	116	94.5
22:20:26	230	N0247	290	275346N	0783152E	117	86.0
22:25:36	183	N0241	281	275856N	0780838E	121	65.9
22:28:01	161	N0238	282	280052N	0775808E	125	57.1
22:28:16	160	N0238	282	280107N	0775703E	125	56.2
22:29:01	160	N0212	284	280155N	0775409E	126	53.3
22:32:21	160	N0212	298	280619N	0774158E	130	42.2
22:33:41	160	N0214	309	280852N	0773727E	131	37.5
22:36:36	142	N0235	311	281606N	0772755E	132	26.4
22:38:12	133	N0235	303	282008N	0772215E	133	20.1
22:38:16	132	N0231	303	282017N	0772158E	133	19.8
22:38:21	132	N0229	301	282027N	0772140E	133	19.8
22:38:26	132	N0228	301	282037N	0772121E	133	19.5
22:38:31	131	N0223	297	282045N	0772103E	133	19.1
22:38:36	130	N0219	301	282054N	0772047E	134	18.9
22:38:42	130	N0218	299	282103N	0772028E	134	18.3
22:38:46	130	N0218	293	282108N	0772009E	134	18.3
22:38:51	129	N0216	290	282114N	0771951E	135	17.8
22:38:56	129	N0212	290	282120N	0771932E	135	17.8
22:39:02	128	N0211	291	282126N	0771912E	135	17.5
22:39:07	128	N0211	290	282132N	0771853E	136	17.0
22:39:12	129	N0209	289	282138N	0771835E	137	16.7
22:39:17	128	N0211	289	282143N	0771816E	137	16.5
22:39:22	128	N0208	289	282149N	0771757E	138	16.2
22:39:27	127	N0209	291	282156N	0771738E	138	15.9

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Time Stamp (IST)	Level (value x 100) feet	Grd Speed	Aprox. Heading	Latitude	Longitude	Radial from DPN VOR (Aprox.)	Distance (NM) from DPN (Approx.)
22:39:32	125	N0212	287	282200N	0771718E	138	15.9
22:39:37	125	N0210	288	282206N	0771659E	139	15.4
22:39:42	128	N0205	289	282211N	0771642E	139	15.4
22:39:46	132	N0191	289	282214N	0771629E	140	15.2
22:39:52	136	N0162	293	282218N	0771619E	140	15.0
22:39:57	140	N0124	291	282217N	0771612E	141	14.9
22:40:02	141	N0116	280	282217N	0771602E	141	14.8
22:40:06	141	N0098	281	282217N	0771556E	141	14.8
22:40:11	138	N0138	235	282203N	0771546E	142	14.7
22:40:17	131	N0133	146	282147N	0771608E	142	15.2
22:40:21	133	N0198	125	282135N	0771627E	142	15.2
22:40:26	136	N0209	113	282129N	0771647E	141	15.8
22:40:31	140	N0192	107	282127N	0771702E	141	15.8
22:40:37	146	N0095	101	282134N	0771702E	141	16.0
22:40:42	145	N0041	081	282140N	0771701E	140	15.8
22:40:47	141	N0034	003	282147N	0771656E	140	15.6
22:40:52	136	N0042	325	282150N	0771652E	140	15.6
22:40:57	136	N0028	345	282151N	0771653E	140	15.6
22:41:02	136	N0022	352	282153N	0771653E	140	15.6
22:41:07	136	N0015	345	282153N	0771653E	140	15.5
22:41:12	No info	N0016	030	282154N	0771655E	140	15.5
22:41:17	No info	N0020	050	282155N	0771657E	140	15.5
22:41:22	No info	N0014	075	282154N	0771658E	140	15.6
22:41:27	No info	N0047	124	282148N	0771704E	140	15.7
22:41:32	78	N0048	129	282145N	0771708E	140	15.8
22:41:37	78	N0043	121	282144N	0771711E	140	15.8
22:41:42	62	N0030	148	282144N	0771711E	140	15.8
22:41:46	62	N0027	116	282144N	0771712E	140	15.8
22:41:51	48	N0021	149	282143N	0771712E	140	15.8
22:41:56	43	N0016	124	282143N	0771713E	140	15.8
22:42:01	43	N0015	167	282142N	0771712E	140	15.8
22:42:06	28	N0013	171	282142N	0771710E	140	15.9
22:42:11	23	N0030	233	282141N	0771706E	140	15.8

Time Stamp (IST)	Level (value x 100) feet	Grd Speed	Aprox. Heading	Latitude	Longitude	Radial from DPN VOR (Aprox.)	Distance (NM) from DPN (Approx.)
22:42:16	23	N0052	239	282138N	0771700E	140	15.8
22:42:21	16	N0044	251	282139N	0771657E	141	15.8
22:42:27	16	N0044	251	282137N	0771653E	141	15.7
22:42:32	16	N0044	251	282136N	0771648E	141	15.7
22:42:37	16	N0044	251	282135N	0771644E	141	15.7
22:42:41	16	N0044	251	282133N	0771640E	141	15.7
22:42:46	16	N0044	251	282132N	0771637E	141	15.7
22:42:51	16	N0044	251	282131N	0771632E	142	15.7

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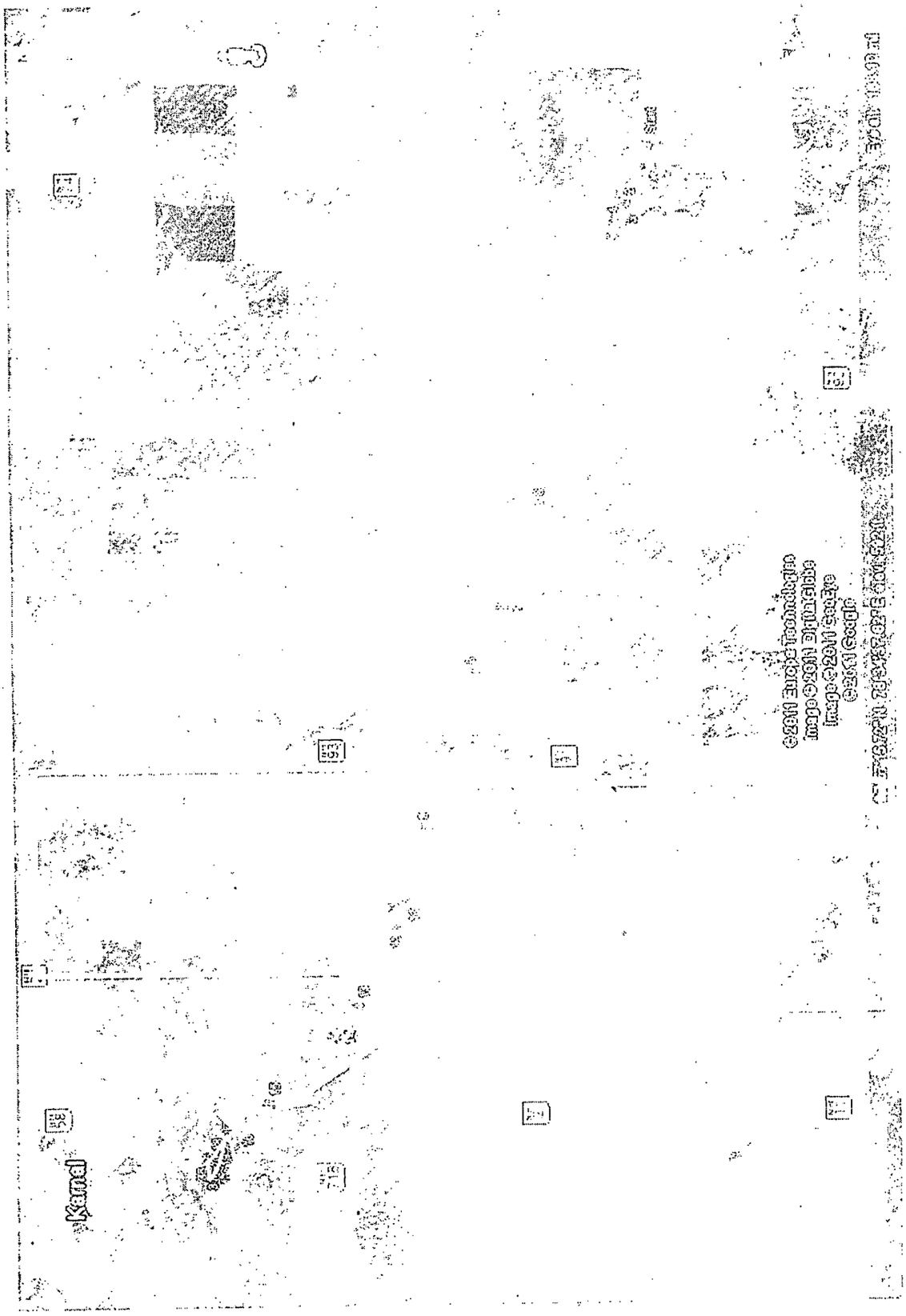
1.9.4 Correlation of Radar Plot and Radio Communication

Path of VT-ACF after contacting TAR plotted on satellite image:-



Path of VT-ACF after turning left: -

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1.10 Aerodrome information

IGI Airport is about 21 KMs away from Delhi. The administrative authority of the airport is vested with Delhi International Airport (P) Ltd., New Delhi and Air Navigation Services is provided by National Airports Authority. The aerodrome is operational for full 24 hours. The elevation of the aerodrome reference Point is 227m. AMSL and geographical coordinates of aerodrome reference Point are 28°34'07.42" N 077°06'43.69"E.There are three runways28/10, 27/09 and 29/11.

Runway Dimension and related Information:

Runway	Elevation	True Bearing	Dimensions of RWY (M)
09	218.47m	091°15' GEO	2813x 45
27	228.75m	271°15' GEO	2813x 45
10	219.20m	104°15' GEO	3810 x 45
28	236.76m	284°15' GEO	3810 x 45
11	220.50m	103°15' GEO	4430 x 60
29	229.00m	283°15' GEO	4430 x 60

The Declared distances of runway are as follows:

RWY	Intersection Department (m)	TORA (m)	TODA (m)	ASDA (m)	LDA (m)
09	E3 : 2673	2813	3246	2813	2813
27	E : 2085	2813	3513	2813	2661

					(THR displaced by 152m)
10	E4 : 3235 D : 2583	3810	3810	3810	3810
28	E : 3056 C : 3350 W : 3350	3810	4084	3810	3810
11	Z9 : 4110 Z8 : 4097 S5 : 3920 S4 : 3822	4110	4110	4430	3465 (THR displaced by 645m)
29	Z1 : 4430 CE1: 4417 CE2: 4320 Z2 : 3919	4430	4430	4430	2970 (THR displaced by 1460m)

1.10.2 Meteorological Services

IGI airport has Class I Met Office. It provides services on 24hrs basis. India Meteorological Department provides up-to-date information on existing and forecast of meteorological conditions i.e. Met Reports / Special reports , RVR observations, Local forecast, RAREP, Fog Forecast, Aerodrome Warnings, SIGMET etc. to Air traffic services units of Approach Control and Control tower through messenger or phone or through a PC based display. It also gets inputs from Doppler weather radar.

Detailed information to Air traffic services units on the location, vertical extent, direction and rate of movement of meteorological phenomena in the

vicinity of the aerodrome, which could be hazardous to aircraft operations, **is not-available.** However, the position of CB other cloud heights are available using radarscope and Ceilometers. Information regarding wind shear is incorporated in the current weather reports as per information received from approaching aircraft.

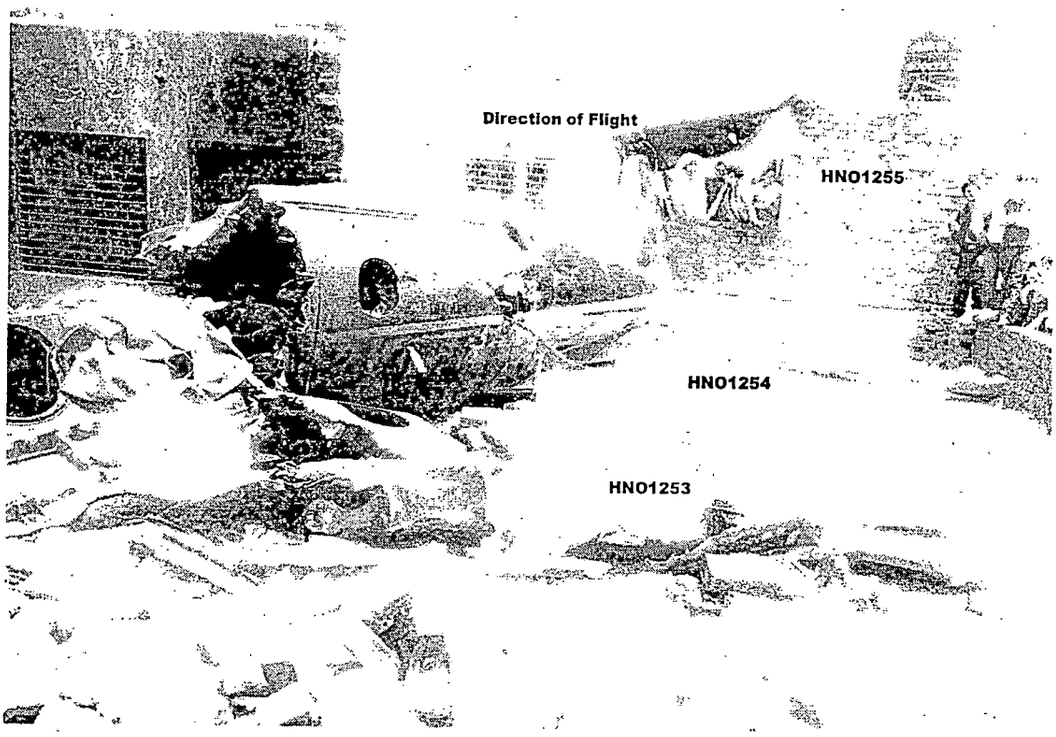
1.11 Flight Recorders

The Aircraft was not equipped with Flight Data Recorder/ Cockpit Voice Recorder as per the existing regulations.

1.12 Wreckage and Impact Information

Accident site is a densely populated residential area in district Faridabad, Haryana. The coordinates of the accident site are N 28° 21′37.08", E 077° 16′58.2". Due to impact the aircraft had broken into a number of pieces. **There was no significant spread of the wreckage.** The wreckage was mainly concentrated on House No. 1254 and House No. 1253. The aircraft approached the accident site in right bank with negative pitch attitude.

The forward motion of the aircraft was restricted as the right side of the fuselage, engine and the right wing impacted the boundary wall on the roof of the house no 1253. The main wreckage was lying on the roof top of the House No. 1254.Due to the impact of the right wing the forward facing wall of a room on the roof of the House No 1254 (between House No. 1253 and 1254) was shattered.



Wreckage in Final Resting Position

The remaining portion of the structure of the House No 1254 received fire damage and was covered with the smoke possibly due to bursting of the fuel tank in the right wing. Roof of House No. 1254 made of concrete collapsed at few places due to impact. All the three landing gears of the aircraft were hanging down throw the collapsed roof. A large portion of the right wing was recovered from the floor level in the House No. 1254. Due to impact and fire the aircraft was destroyed. No aircraft part was recovered before the final resting place of the wreckage. No ground marks, fire/soot marks were observed before the final resting place of the wreckage.

1.12.1 Fuselage

(a) **Cockpit:** After the impact, nose and cockpit section caught fire and was fully consumed in it. The burnt remains of the cockpit along with cable and linkages were hanging from the roof of house No. 1253.

Few of the cockpit instruments, avionics equipments were recovered in burnt condition and a portion of fully burnt crew seat was found in the centre section of the fuselage.

Front View: Forward Portion of Fuselage hanging from the roof of H. No. 1253

Following items were recovered:

Pilot & co-pilot seats in burnt condition, Control column of both sides in burnt condition, Engine control Linkages, burnt EIS display, burnt Pilot EADI and EHSI display, both burnt GNS 530, half burnt Avionics Equipments like AHRS, CACU computer, Stick pusher computer, Flap control warning unit, Autopilot computer and two Flap actuators, weather Radar.

(b) **Centre Section:**

Centre Section of the fuselage was fully burnt. Some portion of the centre panels was available, some portion of 05 burnt passenger seats were recovered from this section. Aluminium stretcher scoop was also recovered in fully burnt condition. Main passenger door in locked position recovered with overheat mark on the skin due to fire.

(c) **Rear Section of the Fuselage :**

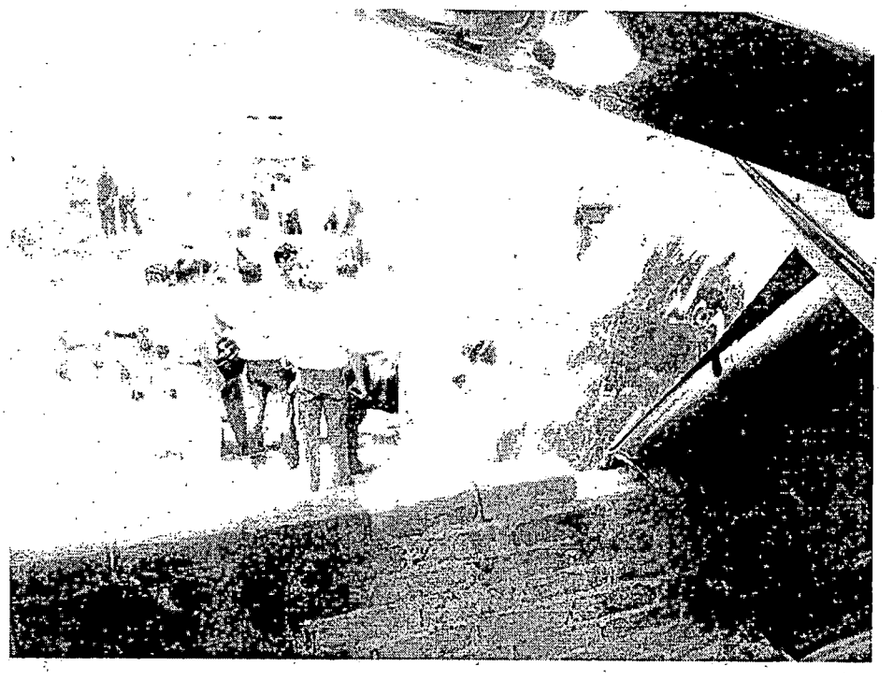
Rear section of the fuselage was recovered in intact condition. Empennage was attached to it. Cargo door in locked position along with belly skin and portion of fuselage cargo section was in good condition. Tail road and ladder were recovered in its position.

(d) **Empennage Section:**

Vertical stabilizer was attached at its position. Impact damage was seen all along the leading edge. At the joining of vertical stabilizer with the leading edge of horizontal stabilizer, skin tear was observed. The rudder was attached with the vertical stabilizer and bent towards right. Portion of dorsal fin and vertical stabilizer with portion of rudder attached but bent towards right. Horizontal stabilizer was found in position and elevator was attached to it. A portion of rudder and elevator found broken after hitting a building. Left horizontal stabilizer along with elevator had impacted top of masonry structure and finally resting on it. Due to impact it had bent upward. Horizontal stabilizer actuator intact in own position but bullet fairing was damaged. Control Linkages for rudder and elevator found intact with cables attached. Elevator was found in level condition. One lead acid battery was found in good condition but the other battery was fully damaged.

(d) **Aircraft Emergency Locator Transmitter (ELT)**

ELT was found intact in its position and ELT switch was in ARM position and was transmitting.



Rear View: Indicating damage to the Rudder

1.12.2. **Wing Section**

(a) Centre section of the wing up to aileron attachments on both sides fully consumed due to fire. Flap area on both sides consumed due to fire. Inboard and outboard two flap actuators of LH Flap recovered without the outer casing.

(b) Left Wing outer Section to wing tip was severely impacted at the leading edge. Discoloration due to heat observed on skin.

(c) Right Wing outer Section up to wing tip was severely impacted at the leading edge. Discoloration due to heat observed on skin.

(d) Wing to wing attachment was found intact. There was no deformation of the flange or web of the spar.

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1.12.3 Landing Gear

(a) Nose Landing Gear was recovered from the wreckage of fuselage hanging from the roof of house No. 1254. Shimmy Dampener and torque link were attached to upper strut. Nose wheel tyre burnt but portion of wheel hub was recovered attached to lower strut. Paint was found burnt and fuselage attachment was not recovered.

(b) Both the Main Landing Gears were recovered in extended position. They were attached to the fuselage and hanging through the roof of house No. 1253. Both main wheel assembly tyres were burnt but brakes and hub intact in burnt condition. Actuator intact in both main landing gears.

1.12.4 Engines and Propeller

The engines had separated from the aircraft with damages due to impact.

1.12.4.1 Engine (S. No. PCE PR0504)

Propeller along with engine reduction gearbox had sheared off from the engine due to high impact. All the propeller blades were bent at the tip. No significant twist was observed. Propeller governor and over speed governor were intact along with the reduction gear box.

The engine was detached along with the frame and shock mounts from the fuselage. Propeller mounting flange found attached, bolts and locking found intact; Oil lines found broken; line union found attached; oil line from reduction gear box found damaged. Fuel nozzle interconnect and transfer lines found attached; fuel manifold, purge tank and pipelines found connected.

Engine Driven Fuel Pump along with its drive gears from accessory gearbox, and fuel pump outlet filter assembly found intact with the engine. Igniters and ignition cables found attached. Portion of the accessories gear box damaged due to impact. Starter Generator attached its position in good condition but Gen.2 was detached from the Engine, FCU along with its control linkages found attached, bolts and locking found intact. Exhaust stubs were found attached with the engine but were in the bent condition.

1.12.5 Examination of the Wreckage in the Hangar

The wreckage of the aircraft was relocated to Delhi Flying Club facility, at Safdarjung Airport for the purpose of post-accident examination. Examination was carried out in association with the representative from **M/s Pilatus** and following are the observations:-

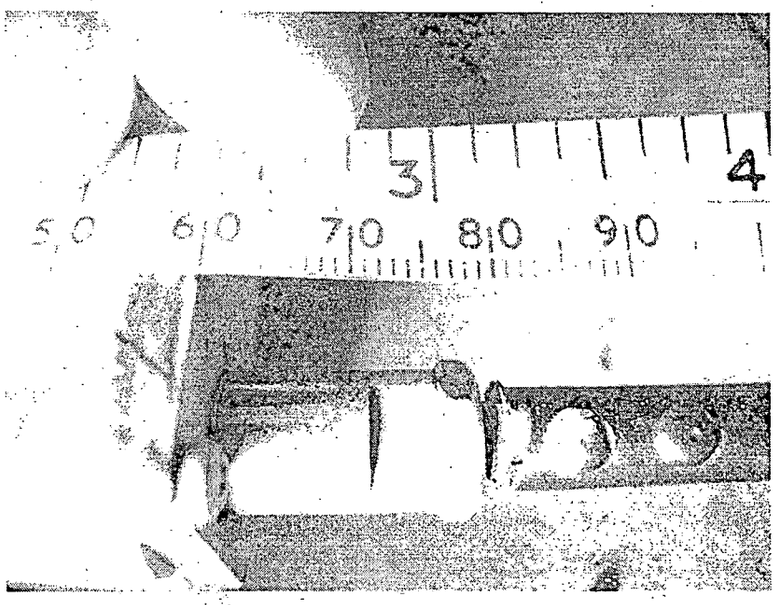
1.12.5.1 Trim Setting

(a) **Pitch Trim Actuator**

The pitch trim actuator was found extended by 70 mm. A preliminary analysis determined this position as being within the green take-off range.

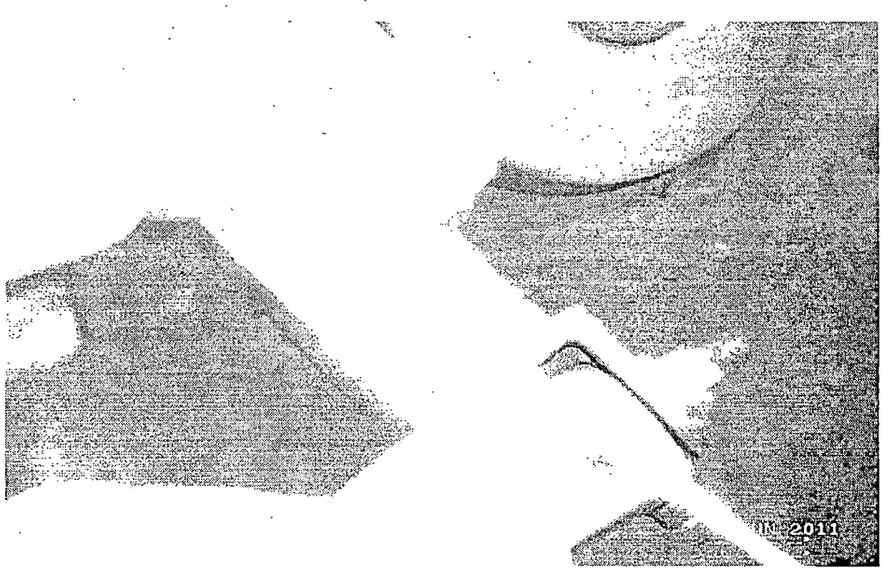
(b) Aileron Trim Actuator

The aileron trim actuator was found to be extended 16 mm to the bottom of the nut.This equates to approx. neutral trim.



(c) Rudder Trim Actuator

The rudder trim actuating rod was found extended by 17 mm when measured against the support strut. A preliminary assessment indicates that this equates to some aircraft nose right trim.



1.12.5.2 Following components were sent to M/s Pilatus for testing/retrieval of data

Sr. No	Part Designation	Part No.
1.	Weather Radar ART 2000	985.99.11.503
2.	CACU	972.81.32.030
3	Fuel Filter	968.35.21.001
4	GNS 530	011-00550-10
5	IHAS KMH 820	985.99.11.872
6	EIS	975.29.02.017
7	ODM Sensor	975.21.15.204/241

1.13 Medical and Pathological Information

The postmortem examination of crew and passengers was carried out at B.K. Hospital Faridabad. The cause of death has been given to be shock resulting from burns and multiple injuries. All injuries were ante mortem in nature.

1.14 Fire

Soot deposit/fire damage was observed on the portion of the aircraft forward of the cargo door. The fire damage/soot deposit was in upward direction. It was a post impact fire.

1.15 Survival Aspects

The blip on radar became static on a radial of 145 deg at 15.2 nm from DPN VOR at 22:42:32 IST. Calls were given to aircraft from 126.35 Mhz. by the TAR controller. Calls were given to the aircraft on 121.5 MHz. At 22:44 IST MLU and JCAC were informed. All others including DC Faridabad were informed as per the procedure. At 22:50 TWR received information from city fire about the aircraft crash. At 22:55 IST city fire gave the location of the crash site as Jawahar Colony, Parvatia Colony near Bata Chowk, Faridabad and that the Faridabad city fire services were attending the fire at the crash site.

There were no survivors since all the occupants had suffered fatal injuries on impact. Immediately on receiving crash information, the police authorities had taken due precautions, to ask for an ambulance in case there were any survivor and fire fighting services.

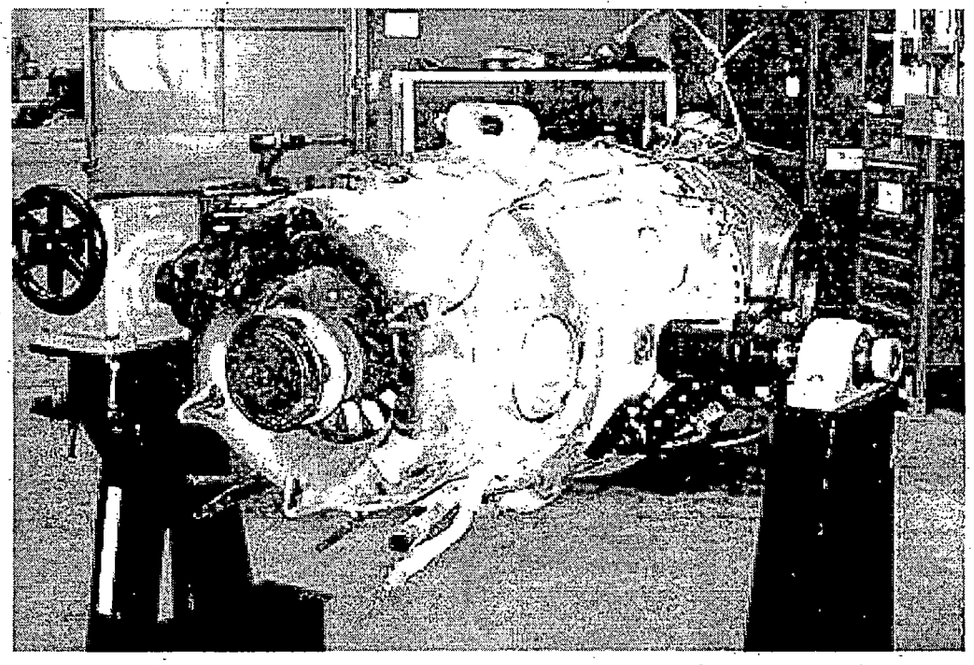
1.16 Tests and Research

1.16.1 Engine Examination

The power plant investigation was performed on 12-15 July 2011 at Pratt & Whitney Canada Service Investigation Facilities at St. Hubert, Quebec, Canada. The salient observations made during the strip examination are as follows:

- **External Condition**

  The engine displayed severe impact damage including complete structural separation of the reduction gearbox forward housing and the accessory gearbox



Engine right hand aft view.

- **Chip Detectors and Filters:** Accessory Gear box chip detector found free of debris. Oil filter, fuel filter and P3 filter were found clean.
- **Disassembly Observations**

  Engine displayed deformation to the compressor 1st stage blades

Compressor 1st stage blades, detail

Engine displayed contact signatures to:

- the compressor axial stages,
- compressor impeller and shroud,
- compressor turbine vane ring baffle,
- compressor turbine,
- 1st stage power turbine vane ring and shroud,
- 1st stage power turbine,
- 2nd stage power turbine vane ring and shroud, and 2nd stage power turbine

- **Report concludes that**

➢ **Torsional fracture of the reduction gearbox propeller shaft coupling webs characteristic of the engine producing significant power at impact.**

➢ The engine gas generator case displayed relatively little impact deformation, limiting the severity of the contact signatures, and precludes definitive assessment of the power level at the start of the impact sequence.

➢ **No indications of any pre-impact mechanical anomalies or dysfunction to any of the components were observed.**

1.16.2 Flight Controls Test Report

Trim position of all the axes, flaps and landing gear were determined by M/s Pilatus by comparing the measured dimensions with the test data.

1.16.2.1 Main Section

(i) Aileron trim Position

The aileron trim actuator is installed in the nose of the left aileron trim and drives the flettner tab via a push rod. A retracted trim actuator deflects the trim tab down which equates to left wing down trim. Stroke length of the actuator is 22.1 mm and the actuator was extended to 8.4 mm approximately 38% of stroke. 0% stroke equates to full left trim and 100% stroke equates to full right trim. Thus, the measured position equates to slight left aileron trim.

(ii) Rudder Trim Position

The rudder trim actuator is installed in the vertical tail and drives via push-pull rods the trim tab. A retracted actuator drives the trim tab to the right, which in turn moves the rudder to the left. This equates to aircraft nose left trim. At neutral trim setting, the actuating rod is extended by 11mm. At fully retracted position, rod is extended by 3.5 mm and fully extended position rod is extended by 25.6 mm. The rudder trim position of the accident aircraft (actuating rod extended by17 mm) corresponds to the green take-off position.

(iii) Stabilizer Trim

The horizontal stabilizer is trimable by means of a nose mounted dual motor, dual load path actuator. A retracted actuator equates to aircraft nose up trim. The safe take-off range for

actuator extension is between 93.7 mm to 125.7 mm. The actuator position of accident aircraft was at 120.3 mm. Therefore, the pitch trim setting of the accident aircraft was in the green take-off range.

(iv) Flap Position

The flaps are single piece fowler type flaps supported at the three stations per wing. Each center and inboard station is driven by irreversible ball screw actuator operated by a central, fuselage mounted Power Driven Unit (PDU) via high speed drive shafts. Two actuators were found at the wreckage storage location, the left-hand inboard and the right-hand outboard. Both the actuators are fully retracted. This concludes that both the flaps were symmetrically fully retracted.

(v) Landing Gear Position

The landing gear actuator extension was compared with the design data. Also the extent and nature of damage to the all the three gears was taken into consideration. Based on above the report concludes that "determination of the pre impact gear position could be made although the relatively little damage found on the right hand main and nose gear is an indication that the gear was retracted prior to the impact. "

1.16.3 Fuel Sample Report

A sample of fuel of the same batch as was used on the aircraft was obtained and subjected to full specification test at the Fuel Lab in the O/o Directorate General of Civil Aviation (DGCA). As per the examination report received there was no abnormality in the sample and it passed all the specification tests.

1.17 Organizational and Management Information

1.17.1 M/s Air Charter Services Pvt. Ltd. is a Non-scheduled Air Transport Operator engaged in Aircraft charters from its main base at I.G.I. Airport, New Delhi. ACSPL was granted the NSOP No.15/2008 in July 2008. Initially the permit was issued for operation of Beech King Air C-90A. Subsequently, other types of aircrafts like B-200, SKA-300 (350) and Pilatus PC-12/45 were added to the fleet.

Air Charter Services Private Limited (ACSPL) was incorporated as a "private limited" company under Company's Act of 1956 with Registered Office in Delhi and has been engaged in the business of charter bookings/brokerage, charter operations and associated services. The Organisation is headed by Board of Directors. The Board of Directors & Senior Management Officers are from the field of Aviation/allied services. The Air Charter Services Pvt Ltd provides service to tour operators, tourists and medical evacuation experts. The maintenance of their aircrafts is carried out by M/s Shaurya Aeronautics Pvt. Ltd. M/s Shaurya Aeronautics Pvt. Ltd is DGCA approved Maintenance Organisation.

1.17.2 Flight Crew Training

The company has developed training program for its flight crew in accordance with the relevant civil aviation requirements. The training programme is documented in Part D of the Operations Manual. The training programme covers initial type training, recurrent training etc.

The company has developed in house continuity training programme for operation during adverse weather condition/monsoon condition in accordance with the DGCA Ops Cir 9 of 2010. The instructions are imparted by the senior pilots.

1.17.3 Air Ambulance Operation

No specific procedure has been laid down in the Operation Manual for the conduct of the air ambulance flight. Neither there are any instructions from manufacturer for the air ambulance flight.

Aircraft can be easily converted from the passenger to stretcher configuration. For the carriage of other medical equipment which may or may not draw power from aircraft electric system or dangerous goods items such as oxygen bottles and batteries, no documented procedure has been laid down. Carriage of life saving equipment is decided on the case to case basis without any pre-planning.

Regulatory requirements for the Ambulance Flight

Regulatory requirements for the medical evacuation for non-scheduled operation are contained in CAR Section 3 Series 'C' Part III. They specify the type of the aircraft that can be deployed for medical evacuation flight.

Para 2.3 of the CAR Section 3, Series C part III states that

"Operations with single engine aeroplanes shall be conducted only on domestic sectors except for medical evacuation flights and shall be

operated along such routes or within such areas for which surfaces are available which permit a safe forced landing to be executed".

Para 9.2 of the same CAR states that *"For operating to international destinations, permission from DGCA shall be obtained for which a notice period of one day will be required. This notice period may be waived off for medical evacuation flights, relief flights, during natural calamities and ambulance flights, in which case the name of the patient and doctor should be provided to DGCA. However, single engine aircraft will not be allowed to operate to International destinations except for medical evacuation flights."*

Para 2.3 when read in conjunction with Para 9.2, suggests that single engine aircraft can be used for evacuation/Air Ambulance operation. However content of the Para 2.3 needs to be made unambiguous to afford clear interpretation.

Other requirements regarding loading and C.G limits for the safe operation, minimum crew requirements etc are covered in general in various other Civil Aviation requirements. **The regulation does not specify that the air ambulance flight are to be accorded priority by the air traffic services**; Type and conditions for carriage of medical equipment for the basic life support such as oxygen, suction, stretcher etc and advanced life support, operational and maintenance requirements. Carriage of certain equipment may require the recalibration of aircraft navigation and communication equipment.

1.17.3 Flight Safety and Surveillance of Activities

M/S Air Charters Services Pvt. Ltd has a Flight Safety Officer to oversee the company safety programme and he is directly reporting to Chief Executive Officer. There has been no violation of the FDTL.

1.18 Additional information

On request manufacturer provided data regarding fatal accidents to Pilatus PC-12 type of aircraft. There have been 12 fatal accidents including the present one. In six of the accident the investigation has been completed. Scrutiny indicated inadvertent stall/spin to be cause in two accidents and spiral dive in one accident. Details obtained are placed below:-

S. NO	Date of Accident	Short description	Probable Cause
1	15/02/1998	CFIT in IMC on approach to Wilson Airport, Nairobi, Kenya	CFIT
2	26/05/1998	Loss of control due to flap asymmetry caused by inappropriate crew action	Non adherence to emergency procedures
3	16/09/2002	**Aircraft spiral dived out of 13'800 ft into wooded hill.**	The pilot's spatial disorientation while turning in a cruise climb in instrument meteorological conditions, which resulted in the **pilot's loss of aircraft control and his failure to recover from a resultant tight descending spiral.**

4	26/03/2005	Loss of control during final approach	The pilot's failure to maintain sufficient airspeed to avoid a stall during an instrument final approach to land, which resulted in an inadvertent stall/spin. Factors associated with the accident are the inadvertent stall/spin, the pilot's failure to follow procedures/directives, and clouds.
5	25/06/2006	Crash during climb out after touch-and-goes	The flight instructor's failure to maintain an adequate airspeed while maneuvering, which led to an inadvertent stall.
6	30/09/2008	Descended from downwind altitude to ground during base turn	The pilot's incapacitation due to fatigue resulting in an in-flight collision with terrain
7	12/01/2009	Impacted ground shortly after take-off	Under investigation
8	23/03/2009	Impacted ground during approach to diversion airport	Under investigation
9	05/07/2009	**Spiral dived from 30'000 ft at high descent rate**	Under investigation
10	16/10/2009	Crashed shortly after take-off	Under investigation
11	09/02/2011	Crash into sea	Under investigation

1.19 **Useful and Effective Investigation Techniques**

Nil

2.0 ANALYSIS

2.1 Airworthiness of Aircraft

2.1.1 Maintenance of Aircraft

The Certificate of Airworthiness of the aircraft was current and valid. Periodicity of all scheduled maintenance task were maintained. As per the available records no snag was reported during the C of A inspection and also during the period after the issue of C of A till the date of accident. The aircraft was under the maintenance of an approved maintenance organisation. Aircraft Maintenance Engineer who carried out Daily inspection on the day of accident holds A&C Licence and holds full scope approval for maintenance of this aircraft. He did not observe any snag or abnormality during his inspection. Similarly before operating the Patna-Delhi flight the aircraft had operated on Delhi-Chandigarh-Delhi and Delhi-Patna sector and no snag was reported in either of these flights.

Due to the impact of accident and subsequent fire the cockpit of the aircraft was destroyed. Wreckage examination revealed that elevator and rudder control cables were attached. The damage observed to aircraft structure was due to impact and fire. There was no in flight separation of any part or component of the aircraft. Therefore any mechanical failure of aircraft structure or component can safely be ruled out.

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2.1.2 Serviceability of Engine

The aircraft was descending from FL 160 to FL110 and while it was executing the left turn there was sudden loss of height. Therefore to determine the serviceability of the engine, its investigation was carried out at M/s Pratt & Whitney Canada Service Investigation Facilities at St. Hubert, Quebec, Canada. The investigation revealed:-

- Engine deformation to the compressor 1st stage blades and contact signatures to
  - the compressor axial stages,
  - compressor impeller and shroud,
  - compressor turbine vane ring baffle,
  - compressor turbine,
  - 1st stage power turbine vane ring and shroud,
  - 1st stage power turbine,
  - 2nd stage power turbine vane ring and shroud, and
  - 2nd stage power turbine

- Torsional fracture of the reduction gearbox propeller shaft coupling webs characteristic of the engine producing significant power at impact. **This indicated that there were not any pre-impact anomalies or dysfunction to any of the components observed and engine was producing power.**

2.1.2.1 As per CAR Section 2 Series F Part V, *the Certificate of Airworthiness of an aircraft shall be deemed to be suspended when an aircraft ceases or fails to conform with condition stipulated in the Type Certificate or C of*

A, airworthiness requirements in respect of operation, maintenance, modification, repair, replacement, overhaul, process or inspection applicable to that aircraft, or

2.1 is modified or repaired otherwise than in accordance with approved procedure, or

2.2 suffers major/substantial damage (which requires replacement or extensive repair of any major component), or

2.3 develop a major defect which would affect the safety of the aircraft or its occupants in subsequent flights.

The aircraft was maintained as per the approved maintenance programme. No snag was reported before the accidental flight. Thus it can be safely concluded that the aircraft was in airworthy condition to undertake the flight.

2.2 **Weather**

IMD had analyzed development and movement of various clouds during the period of this flight to IGI airport available at each 30-minutes from Satellite and at each 10 minutes from Doppler Weather RADAR (DWR) in Fig 3.7, Fig 3 (a-e) as per IMD report attached as Appendix "A". Location of flight was plotted at 22:00 IST and 22:30 IST in these cloud pictures to find just before the accident what might be cloudy conditions in its flight path. It showed by 22:00 IST in Fig 3 (d) of IMD report placed as Appx "A", development of convective clouds was detected at the approach path of the flight which was not so prominent in the previous Satellite pictures in Fig 3 (a-c) of IMD report placed as Appx "A". While by 22:30 IST just before the accident, the flight was further near to the convective clouds. Further the cloud development near Southeast Delhi and adjoining east Haryana and UP

border had occurred during 22:00-23:00 IST when the flight was approaching IGI for landing from Faridabad side. **District wise cloud map from satellite in Fig 4(a-b) of the IMD Report placed as Appx "A", showed development of secondary CB zones by 22:10 IST near but at NE of the airport and east of the airport with in 100km distances, while Fig 5(a-d) of the IMD Report placed as Appx "A", major CB and other cloud pattern still located far at 100-250km at its northeast of IGI Airport which was located over Uttaranchal.** DWR estimates in Fig 6(a-b) of the IMD Report placed as Appx "A", indicated these CB clouds had vertical extension up to 12km and these tall CB clouds were at the right approach path of the flight movement which were moving towards ESE sectors.**DWR wind estimations Fig 7(a-f) of the IMD Report placed as Appx "A", indicated that the winds at 6500 feet AGL near the affected flight was 70-90kts from North northwest-Very strong turbulences and, the winds at 9800 feet AGL near the affected flight was 30-50kts from South southeast.**

Crew of the other aircraft who had earlier over flown this area had reported moderate to high turbulent weather conditions and in one case the autopilot of an Airbus 320 had cut off due to turbulence.

From above it appears that the flight path of the aircraft was enveloped by secondary CB cells whose height was around 12 km. There was no reported defect of the aircraft weather radar. The crew asked for the change in heading after the controller asked him of weather conditions at radial 330. The air traffic controller has no display of the fast changing weather scenario at his position and therefore his guidance is based on the information received from the aircraft.

The flight manual cautions against only severe icing conditions and prescribes that crew should immediately request priority handling from Air Traffic Control to facilitate a route or an altitude change to exit the severe icing conditions in order to avoid extended exposure to flight conditions more severe than those for which the airplane has been certificated.

In the present case severe icing conditions does not appear to have existed. At 22:38:12 IST Approach gave aircraft left heading 285 which was copied by the aircraft. While the aircraft was executing a left turn to the cleared heading and descending to cleared level of 110, at 22:39:42 IST it started climbing with corresponding drop in the ground speed. At 22:40:02 IST it had reached a FL141and subsequently up to 22:40:17 IST there was sudden sharp left descending turn. This suggests that aircraft was hit by a strong gust, which raised its pitch attitude and resulting in left turning stall. At 22:40:43 IST aircraft transmitted that "**Into bad weather**". Again at 22:41:32 IST aircraft transmitted "**Into bad weather**". By this time the aircraft had descended to FL078.

The company has in house continuity training programme for the crew during the adverse weather/ monsoon conditions in accordance with DGCA Ops Circular 9 of 2010. The fuel onboard was sufficient for the flight.

Thus from the weather analysis it is apparent that the there were fast changing weather conditions and secondary CB cells existed on the flight path of the aircraft. These conditions has effected the flight.

2.3 Crew Qualification

Both the crew held valid license and were qualified on type. Their ratings were current. The PIC had a total flying experience 1521:05 Hrs out of which 1300 hrs were on Pilatus PC-12 type of aircraft. In accordance with DGCA Ops Circular 9 of 2010, he had undergone adverse weather/monsoon training and Check for release as commander for operation during the adverse weather/Monsoon. The copilot had total flying Experience of 300 hrs out of which 70 hrs were on type of the aircraft. Organisation has in place continuity training programme for the adverse weather operation in accordance with DGCA Ops Circular 9 of 2010.

Para 3(vii) of CAR Section 8 Series A part I requires that

The following category of aircraft irrespective of seating capacity and All-up-weight, when required to be flown under instrument flight rules, shall be operated by two pilots

a) aircraft powered by one or more Turbo Jet or Turbo fan engines;

b) aircraft powered by one or more Turbine Propeller engines and provided with a means of pressurising the passengers cabin;

c) aircraft powered by two or more Turbine Propeller engines and not provided with a means of pressurising the passengers cabin unless it is equipped with a certified autopilot.

In accordance with these requirements the aircraft was being operated by two-member crew who were qualified on type of the aircraft. The total cockpit experience of Pilot and Copilot was more than 500 hrs on type.

2.4 Air Ambulance Service

Air ambulance services consist of transportation of ambulatory or other patients requiring special care, including basic life support or advanced life support. Air ambulances are frequently called to respond to accident scenes that are remote, or far from a trauma center. They are also required to fly in poor weather conditions, at night, and navigate challenging terrain.

AT present Air ambulances are not regulated separately from other General Aviation flights. Regulatory requirements for the medical evacuation/Air Ambulance for non-scheduled operation are contained in **CAR Section 3 Series 'C' Part III**. They specify only the type of the aircraft that can be deployed for medical evacuation flights. Other requirements regarding loading and C.G limits for the safe operation, minimum crew requirements etc are covered in general in various other Civil Aviation requirements.

Air Ambulance flights involve carriage of the medical equipment for the basic life support such as oxygen, suction, stretcher etc and advanced life support. In absence of specific regulation, the equipment carried on board is dictated by the requirement of each case and is provided by the hospital chartering the flight. These equipment may or may not conform to the aviation standards. Also some specialized equipment may require the recalibration of aircraft navigation and communication equipment due to radio frequency/electromagnetic interference. Further the large carry-on medical equipments must be restrained to meet the specified load factor requirements. Also there is need for the storage racks that meets the g-load requirements of emergency landing for the equipment being carried for the patient care.

Accordingly in the present case no specific procedure has been laid down in the Operation Manual for the conduct of the air ambulance flight. Neither there are any instructions from manufacturer for the air ambulance flight.

Absence of specific regulation addressing issues such as mentioned above raises question about the safety of these flights, particularly given the challenging missions they fly and the destinations they serve. Considering the rapid growth in this sector, there is urgent need for the specific regulation.

3. CONCLUSION

3.1 Findings:

3.1.1.1 VT-ACF was cruising at FL260 till 22:15:31 IST at 105.5 nm from DPN on a radial of 115°. At this time the aircraft had commenced a gradual descent to attain FL 115 as per ATC instructions. The aircraft continued to maintain a track of 286°. The descent was continued to an altitude of 12,500 ft. till 22:39:32 IST with minor variations in track. During the next three minutes, from 22:39:32 to 22:42:21 IST, the aircraft has departed controlled flight and is known to have impacted the ground.

3.1.1.2 From the Radar data as provided by Air Traffic Control at IGI Airport, the following graphs were constructed as follows:-

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3.1.1.3

Fig 3. (From 22:37:46 IST to 22:42:32 IST)

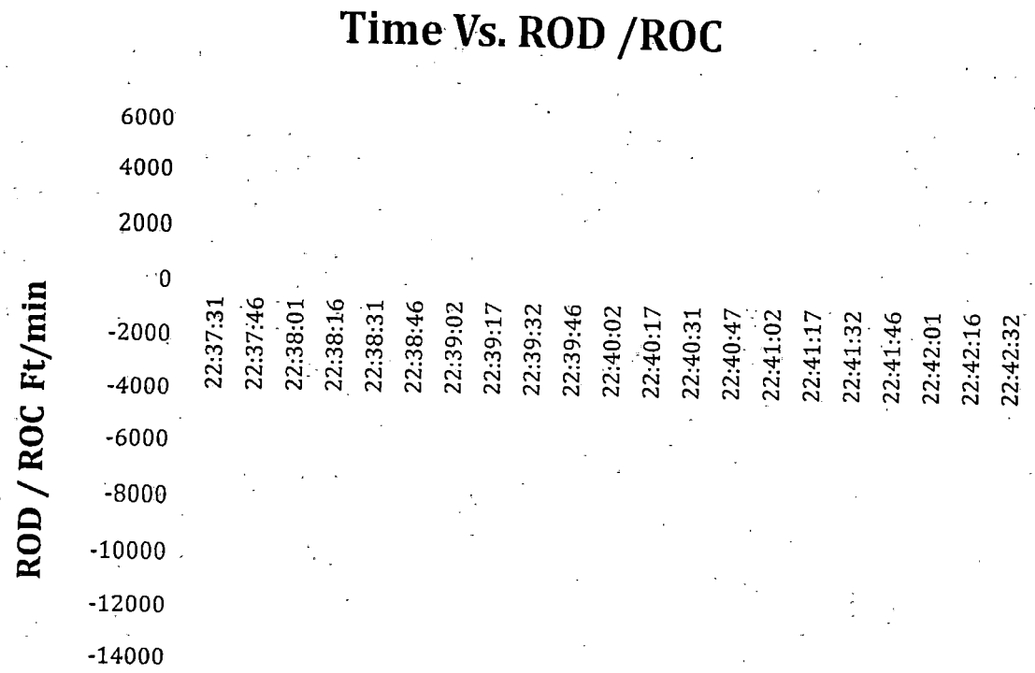


Fig 4. (From 22:37:46 IST to 22:42:32 IST)

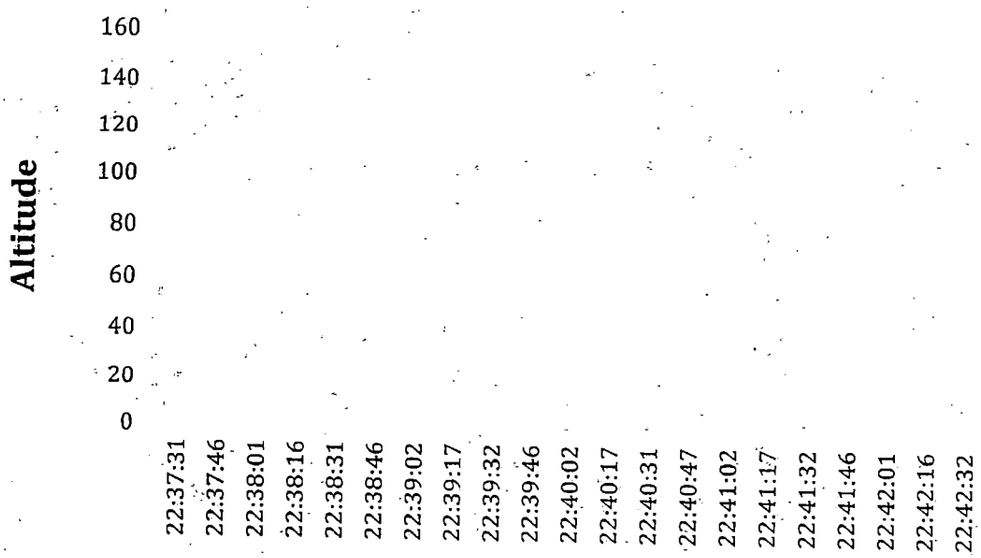


Fig5. (From 22:37:46 IST to 22:42:32 IST)

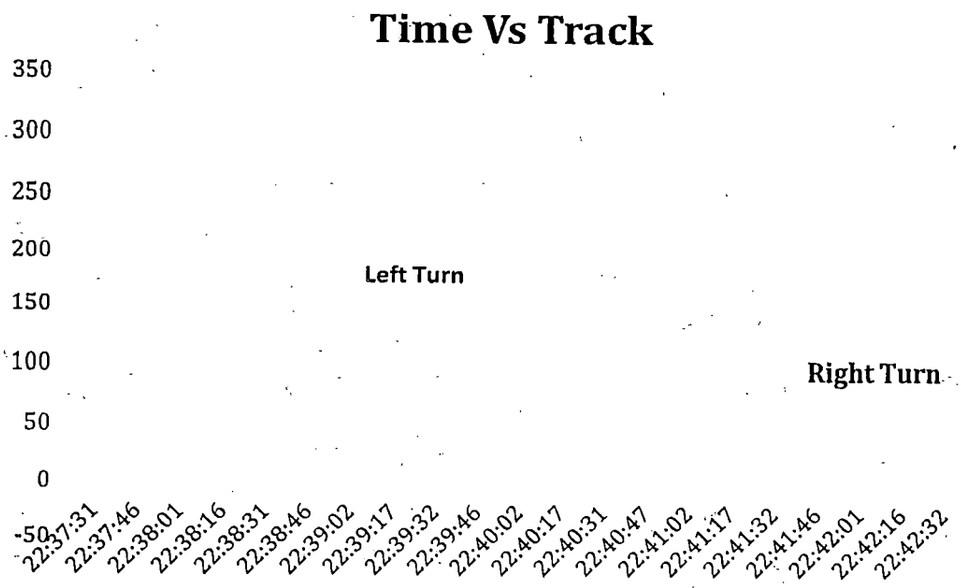
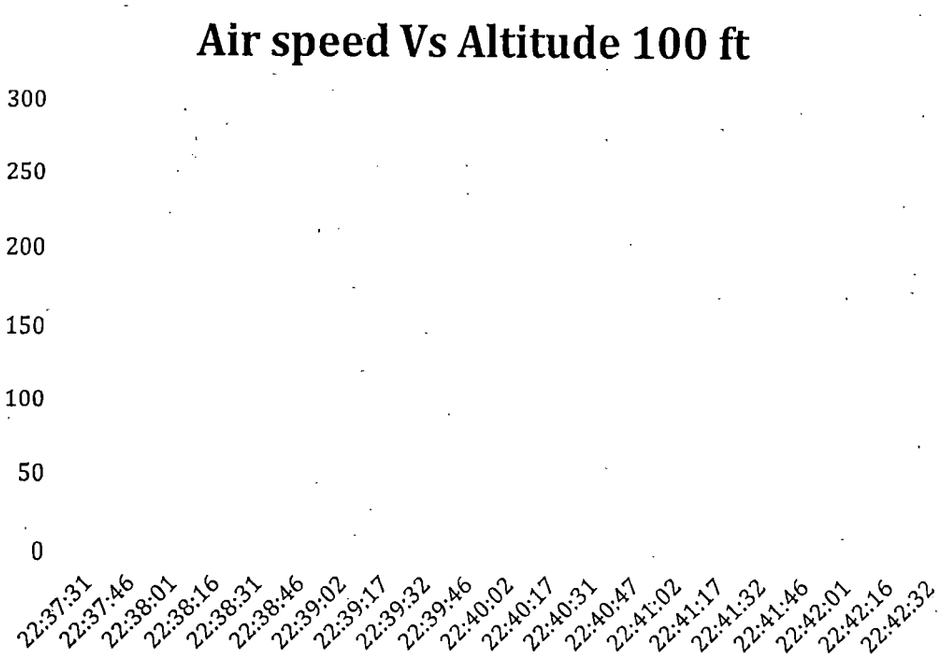


Fig6. Air Speed and Altitude vs Time

(From 22:37:46 IST to 22:42:32 IST)



In the absence of an FDR, CVR or any other recording devices, which could have contributed in establishing the cause, the Radar Data became the primary source of information.

3.1.1.4 It appears that the aircraft had rapidly gained height from 12,500 ft. to 14,100 ft. (Refer Fig6.) at 22:39:32 IST with a substantial ROC coupled with a marked reduction of Ground Speed. The aircraft has thereafter descended just as rapidly by 1000 ft. to 13,100 ft (Refer Fig6.) by 22:40:17 IST, indicating the aircraft had encountered an up draft followed by a down draft. The aircraft again appears to have hit another updraft at this juncture and has rapidly climbed once again to 14,600 ft (Refer Fig6.) at 22:40:37 along with a rapid drop in speed and in an abrupt climbing turn to the left. This rapid climb coupled with the excessive drop in speed appears to have caused the aircraft to have departed controlled flight at 22:40:37 IST.

Thereafter, the aircraft was in a departed state, with the ground speed rapidly reducing and a substantial and continuous loss of altitude. **The computed descent rates have been as high as 11,600 ft/min and the derived turn rate as high as 40 deg/sec (Refer Fig3. And Fig5.).**

At 22:41:02 IST the turn to the left has been abruptly reversed and a persistent cork-screw turn to the right has commenced, which has continued till below 1600 ft at which stage, radar contact was lost at 22:42:21 IST just prior to impact with the ground.

The ground position of the aircraft has remained within 0.2nm (370m) of the initial position for the last two minutes prior to crash (loss of

data), and is clearly indicative of a departed state with over 12,000 ft loss of altitude in that short time frame.

3.1.1.5 It is probable that a series of up and down drafts, turbulence (moderate to heavy) and in dark night conditions caused the crew to become disoriented. The subsequent mishandling of controls caused the aircraft to enter as incipient spin. The rapid onset rate of the spin and high descent rate resulted in the crew being unable to recognize the phenomenon, which they were experiencing, perhaps for the first time. This probably caused them to react erroneously resulting in as aggravation of the situation and ultimate loss of control till impact with the ground.

3.1.5 Development and movement of various clouds during the prior of the ill fated flight to IGI Airport, with 30 minutes each of satellite picture and 10 minutes from Doppler Weather Radar were analysed. Location of flight was plotted at 22:00 IST and 22:30 IST with respect to cloud conditions. Development of convective clouds was detected which was not so prominent in the previous reports. It was discernable that the flight path of VT-ACF whilst approaching IGI Airport was surrounded by secondary CB cells to the right. DWR wind estimations (Appendix "A") indicated that the winds at 6500 ft A6L near the affected flight was 70-90 kts from NW direction and gusting with strong turbulence. The winds at 9800 ft A6L were gusting between 30-50 kts. Crew of other aircraft who had earlier flown through the same area reported moderate to severe turbulence. Flight manual cautions against severe icing conditions and actions to be taken during such conditions. Severe icing conditions did not exist although IMD had included severe icing in their cautionary report.

3.1.6 It is evident that pilot entered bad weather from the two radio calls given by him "into bad weather" at which point the aircraft had descended to FL 078.

3.1.7 Para 2.3 and Para 9.2 of CAR Section 3, Series 'C', Part III with respect to single engine aircraft being permitted for medical evacuation missions is ambiguous.

3.1.8 The pilots were holding valid flying licenses and rating for conduct of the flight. The crew were qualified on aircraft type and total cockpit experience was more than 500 hrs on type, as required.

3.1.9 The aircraft had a valid airworthiness certificate in accordance with CAR Section 2, Series 'F', Part V. There was no snag or mechanical failure of any of the components before impact. There was no dysfunction of engine. These findings are confirmed by M/s Pratt & Whitney, Canada and M/s Pilatus Aircraft Ltd, Stans, Switzerland.

3.1.10 M/s Air Charter has an in house continuity training program for air crew towards adverse weather/monsoon conditions as per DGCA operation circular 9/2010.

3.1.11 Air traffic controllers do not have real time weather information available. Only forecast weather, trends and periodic information is available. As a consequence the controllers were not able to provide any meaningful support to VT-ACF. Perhaps the controllers need to be more cautious in monitoring the progress of light weight aircraft more closely.

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3.1.12 From scrutiny of fatal accidents on Pilatus PC-12 type of aircraft, it is known that **there have been two cases of stalled spiral/spin and one of aircraft spiraling into the ground from 13,800 ft**. As per the AFM issued by the OEM on operative stall protective system, ensures that the aircraft cannot achieve AOA associated with natural aerodynamic stall. According to FAR Part 23 the aircraft was demonstrated as spin resistant. However the aircraft, under severe turbulence conditions associated with vertical currents may depart from controlled flight.

3.2 **Cause:**

The probable cause of the accident could be attributed to departure of the aircraft from controlled flight due to an external weather related phenomenon, mishandling of controls, spatial disorientation or a combination of the three.

4. SAFETY RECOMMENDATIONS:

4.1 Weather information received by IMD from DWR in real time should be duplicated at the working consoles of the Air Traffic Controllers. This would help them ensure a proactive approach in their controlling to avoid aircraft entering severe weather conditions.

4.2 It must be ensured that all air crew are made to undergo realistic training to include low speed handling and unusual altitudes and recovery from such flight conditions for aircraft types flown. The necessity for manual flying training cannot be over emphasized.

4.3 DGCA may issue necessary amendments to CAR Section 3, Series 'C', Part III to ensure that its interpretation is unambiguous with respect to single engine aircraft for Medical Evacuation Missions. There is no specific CAR that has been issued for Air Ambulance Operations. Considering that the traffic in this role is likely to expand rapidly, it needs to be regulated.

4.4 Accident/Incident Investigation is difficult and often speculative in the absence of flight data recorders. All aircraft irrespective of all up weight category should be equipped with CVR/FDR or any other recording device for purposes of accident/incident investigation.

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4.5 It is recommended that a "Civil Aviation Authority" be commissioned which would have the following mandate.

a. Independent examining boards for Air Crew, Ground Crew and Cabin Crew.

b. Independent financial powers including powers to hire staff at prevailing commercial rates.

c. Independent functional control with the administrative control and under the Ministry of Civil Aviation.

4.6 Central government should setup an independent "Accident Investigation Bureau" in accordance with International Standards for investigations of accidents and serious incidents. Further the Accident Investigation Bureau should have financial and administrative independence.

4.7 Defense procurement policy of year 2010 has been modified to include Commercial Aviation in the offset clause. This implies that defense offset investment could also be utilised to the optimal level in the Civil Aviation Sphere.

(Capt Kishore Chinta)
Member

(S S Nat)
Member

(Air Marshal (Retd) P S Ahluwalia)
Chairman of Enquiry Committee

GLOSSARY OF ABBREVIATIONS USED IN THIS REPORT

AAI	:	Airports Authority of India
AAIB	:	Aircraft Accident Investigation Board
ACSPL	:	Air Charter Services Pvt. Ltd.
AME	:	Aircraft Maintenance Engineer
AMSL	:	Above Mean Sea Level
AOA	:	Angle of Attack
ATC	:	Air Traffic Control
ATCO	:	Air Traffic Control Officer
ATPL	:	Air Transport Pilot License
ATS	:	Air traffic Service
BECMU	:	Becoming
CAR	:	Civil Aviation Requirements
CB	:	Cumulonimbus Clouds
CPL	:	Commercial Pilot License
CVR	:	Cockpit Voice Recorder
DPN(VOR)	:	Delhi VOR
DV	:	Direct Vision
DWR	:	Doppler Weather Radar
EASA	:	European Aviation Safety Agency
EET	:	Estimated Elapse Time
ELT	:	Emergency Locator Transmitter
ETA	:	Estimated Time of Arrival
ETD	:	Estimated Time of Departure
FDR	:	Flight Data Recorder
HZ	:	Haze
IAL	:	Instrument Approach to Land Procedure
ICAO	:	International Civil Aviation Organization
IFR	:	Instrument Flight Rules
IMC	:	Instrument Metrological Conditions
IMD	:	Indian Meteorological Department
IST	:	Indian Standard Time
JE	:	Jet Engine

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NSOP	:	Non-Scheduled Operator's Permit
PDU	:	Power Driven Unit
PIC	:	Pilot-in-Command
QNH	:	Pressure Setting to Indicate Elevation
QNF	:	Local Altimeter Setting
ROC	:	Rate of Climb
ROD	:	Rate of Descent
RSR	:	Route Surveillance Radar
R/W	:	Runway
SIGMET	:	Significant Meteorology
SKC	:	Sky Clear
TAR	:	Terminal Approach Radar
TEMPO	:	Temporary
TS	:	Thunderstorm
TSB	:	Transport Safety Board
TSN	:	*Time Since New*
TWR	:	Air traffic Control Tower
TSO	:	Time Since Overhaul
VIDP	:	IGI Airport, New Delhi
VFR	:	Visual Flight Rules
VHF	:	Very High Frequency
VMC	:	Visual Meteorological Conditions
VOR	:	VHF Omni Range
WSO	:	Watch Supervisory Officer

APPENDIX-A

Airport Meteorological Office

Indira Gandhi International (IGI) Airport, New Delhi-110037

Report of the Aircraft accident as per ATC IGI Airport reported to Meteorological Office, IGI Airport, Palam and Objective of the present Report

As per the tentative report from ATC New Delhi ,an aircraft NO:VTACF POB07 from Patna to Delhi from 146 degree direction with 16n/mile flying at f/l 16000ft crashed at Faridabad(Bata Chowk), Haryana on 25.05.2011 at .(as informed by police control to ATS at 25/1718 UTC (2248 IST). Total No. of persons on board: Seven (7); No. of passengers : five(5), No. of pilots : two (2).

In the present report, various weather observations including weather warnings and forecasts provided to ATC and other aviation users on real time on 25 May 2011 for safe flight operation at IGI airport and 100 NM around have been documented in Sec. 2 while Sec 3 deals with the cloud pictures from Doppler Weather RADAR(DWR) at each 10 minutes and Satellite pictures at each 30 minutes with marking of the aircraft location as estimated from ATC RADAR which was faced accident over Faridabad..

2. **Weather conditions during the period of the accident and the forecast/warnings issued from the Meteorological Office, IGI Airport.**

2.1.The brief description of the various weather conditions observed during 2030 IST to 2330 IST as reported in the current weather (i.e. Met reports or METAR) along with trend forecast and weather warnings based upon various meteorological instruments at various RWY ends, DWR, Satellite weather data etc is as follows:-

Current weather reports as issued by the Met Office for the period (decoded/simplified version of MET REPORT issued to ATC given in Table- 1) shows the airport was having visibility at 2030 IST as 3500 meter in haze with low and medium clouds of height 4000 to 10000 feet with wind 270 Deg/5 Knots which deteriorated to 3000 meter at 2052 IST when CB cloud was also reported for the first time during the period (see Table 1). DWR from 2010 IST (Fig. 1) was showing movement of CB clouds to the circular domain within the 100NM of IGI due to which a weather warning for squall was issued at 2030 IST valid for 2130 IST to 0130 IST indicating **"IGI Airport and 100 nautical mile around is likely to be affected by Dust storm/Thunderstorm when the surface wind speed in associated squall will likely to reach from 030 deg Direction with speed exceeding 30kts/60kmph"(Weather warnings as issued given in Annexure-A).** A trend forecast of this weather warnings for ATC/PILOT was appended in the SPECI/METAR issued at 2052 IST with TEMPO 030/30KTS VIS 1500M IN TS/RA. The observations from Integrated Automatic Surface weather observing Instruments (IASWOI) confirms the weather conditions deteriorated started at 2230 IST when the RWY 27 end experienced squall/gusty winds of 31 kts/62 kmph from 040 deg which subsequently spread to various other five RWY ends. The wind speed recorded at RWY 27 ends by integrated aviation AWS have been enclosed for confirmation (Fig. 2). Accordingly a SPECIAL weather report was issued at **2230 UTC to ATC with prevailing weather conditions as TS/DS and gusty winds of 040/20 kts gusting to 30 kts**. Due to such bad weather occurrences, the trend forecast was also continued to be appended with likely of visibility reduction to 1500 M in TS/RA. In view of

gusty wind conditions continuing with visibility falling to 1500 M in TS another 2nd SPECIAL Weather report was issued to ATC at 2251 IST when surface wind was reported as 050/20kt gusting 30 kts with current weather as TS. Hereafter the weather started improving and by 2330 IST, the visibility was improved to 2500M in haze and ceased off TS.

2.2 Review of other Various Weather Warnings and Forecasts of Met

Aerodrome forecast of IGI Airport issued at 1730 IST of 25 May valid for 2030 IST to 0530 IST of 26 May indicated likelihood of occurrences of TS/RA with wind squalls/gusty winds of 30kts from NW-290 deg and deterioration of visibility up to 1200 during 2030 IST to 0530 IST. Local forecast issued at 1900 IST of 25 May valid for 1930 IST to 0330 IST for IGI Airport and 100 nautical mile around also included likelihood of severe turbulence and moderate icing due to development of CB and likely occurrences of TS. SIGMET Warning issued during 25 May 1530 IST till 0330 IST also having warnings of CB/TS forecast in the Delhi FIR region based upon DWR and satellite observations.

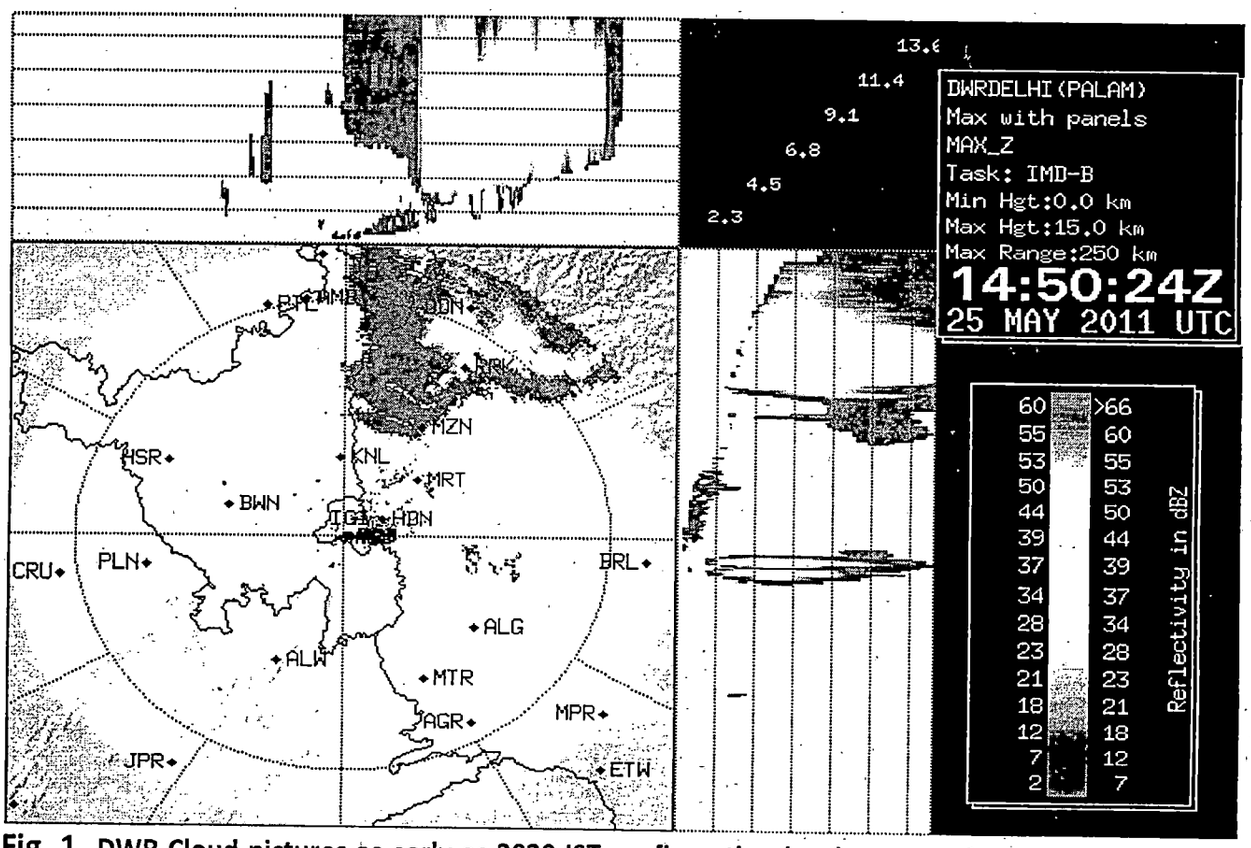


Fig. 1. **DWR Cloud pictures as early as 2020 IST confirms the development of vertically grown up CB clouds at NNE to IGI Airport at 100km to 200 km circles over Uttaranchal hills based upon which IMD issues warning of DS/TS and squally/gusty weather**

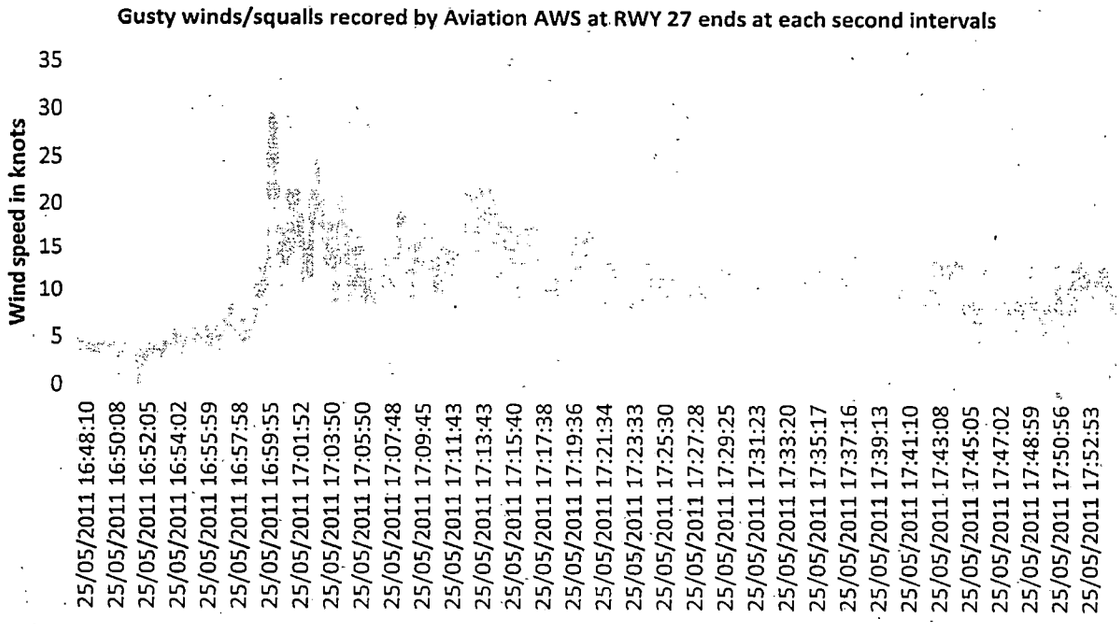


Fig. 2. The observations from various Integrated Automatic surface weather Instruments confirms the weather conditions deteriorated at 2230 IST when the RWY 27 end experienced squall/gusty winds of 31 kts/62 kmph from 040 deg which subsequently spread to various other five RWY ends

3. Characteristics of Clouds as detected by Satellite and DWR

We have analysed development and movement of various clouds during the period of this flight to IGI airport available at each 30-minutes from Satellite and at each 10 minutes from Doppler Weather RADAR(DWR) in Fig. 3-7. Fig 3(a-e) shows 30 minutes gap satellite clouds of the region during 2200-2259 IST of 25 May 2011. We have also plotted location of flight at 2200 IST and 2230 IST in these cloud pictures to find just before the accident what might be cloudy conditions in its flight path. It shows by 2200 IST in Fig 3d, development of convective clouds have been detected at the approach path of the flight path which was not so prominent at previous Satellite pictures in Fig. 3 a-c while by 2230 IST just before the accident, the flight was further near to the convective clouds . One may also note from these cloud pictures that cloud development near Southeast Delhi and adjoining east Haryana and UP border was occurred during 2200-2300 IST when the flight was approaching to IGI for landing from Faridabad side. District wise cloud map from satellite shows same in Fig 4 a-b. **Fig. 5(a-d) shows 250km range DWR MAX Z cloud Pictures of the period with the Flight locations (ATC RADAR estimates received from ATC, AAI, during the period 2210-2240 IST.** It shows development of secondary CB zones by 2210 IST near but at NE of the airport and east of the airport with in 100km distances while

major CB and other cloud pattern still located far at 100-250km at its northeast of IGI Airport which was located over Uttaranchal. DWR cloud heights as per DWR estimates in Fig. 6 a-b show these CB clouds have vertical extension up to 12km as height estimated by DWR and these tall CB clouds were at the right approach path of the flight movement which were moving towards ESE sectors. **Fig.7(a-f) shows wind estimated by DWR at two heights along with corresponding estimated location of the flights from ATC RADAR . It shows in Fig 7 a, c, e-as** per DWR wind estimations, the winds at 6500 feet agl near the affected flight was 70-90kts from North northwest-Very strong turbulences and in b, d, f-As per DWR wind estimations, the winds at 9800 feet agl near the affected flight was 30-50kts from South southeast.

Table-1 CURRENT WEATHER REPORT FOR 25.05.2011 provided to ATC at various real time

TIME IST	TYPE OF MESSAGE	VIS	PRESENT WEATHER	WIND DIRECTION	WIND SPEED	TREND FORECAST
2030	MEATR	3500	DUST	270	05KT	BECMG VIS 3000M
2052	SPECI	3000	HAZE	260	05KT	TEMPO 03030KT 1500M TSRA
2130	MEATR	3000	HAZE	290	04KT	TEMPO 03030KT 1500M TSRA
2200	MEATR	3000	HAZE	310	04KT	TEMPO 03030KT 1500M TSRA
2230	MEATR	2100	HAZE	040	20G30KT	TEMPO 1500M TSRA
2251	SPECI	1500	DS/TS	050	20G30KT	TEMPO 0800 TSRA
2305	SPECI	2000	TS	060	08G18KT	TEMPO 1500M TSRA
2330	SPECI	2200	HAZE	080	10KT	TEMPO 03030KT 1500M TSRA

Annexure-A

AERODROME WARNING OF DELHI AIRPORT DATED 25-05-2011 ISSUED AT 2100 IST TO ATC(ATC OFFICERS SIGNATURE IS THERE THAT HE RECEIVED IT AT 2115 IST)

WOUT90 VIDP 251500aaa AERODROME WARNING

THUNDERTSORM/DUSTORM IS LIKELY TO AFFECT VIDP AERODROME DURING THE PERIOD FROM 25/1600UTC TO 25/2000UTC WHEN SURFACE WIND SPEED IN SSOCIATED SQUALL FROM 030 DIRECITION AND EXCEED 30 KNOTS=

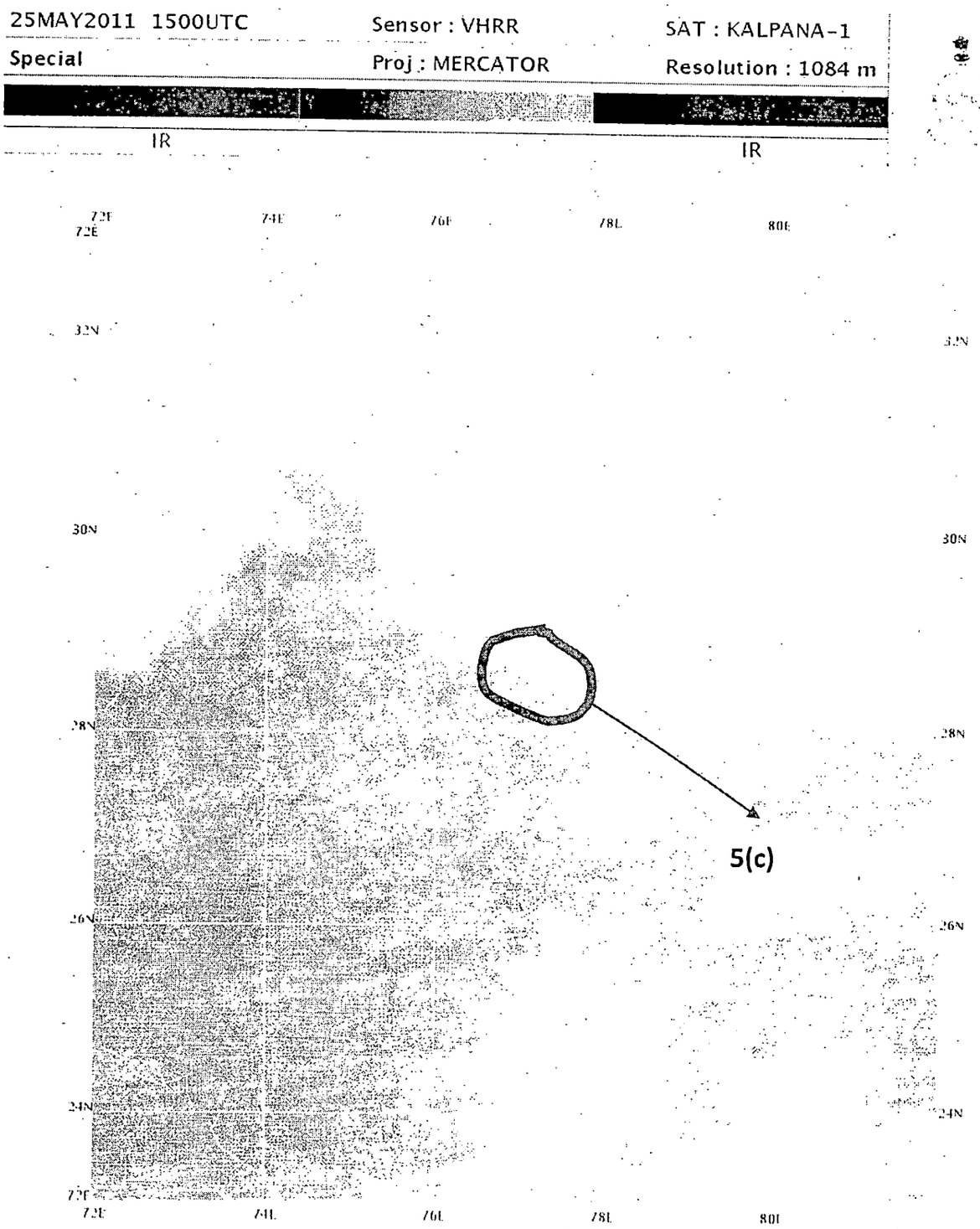


Fig 3a: Satellite pictures of North India at 2030 IST

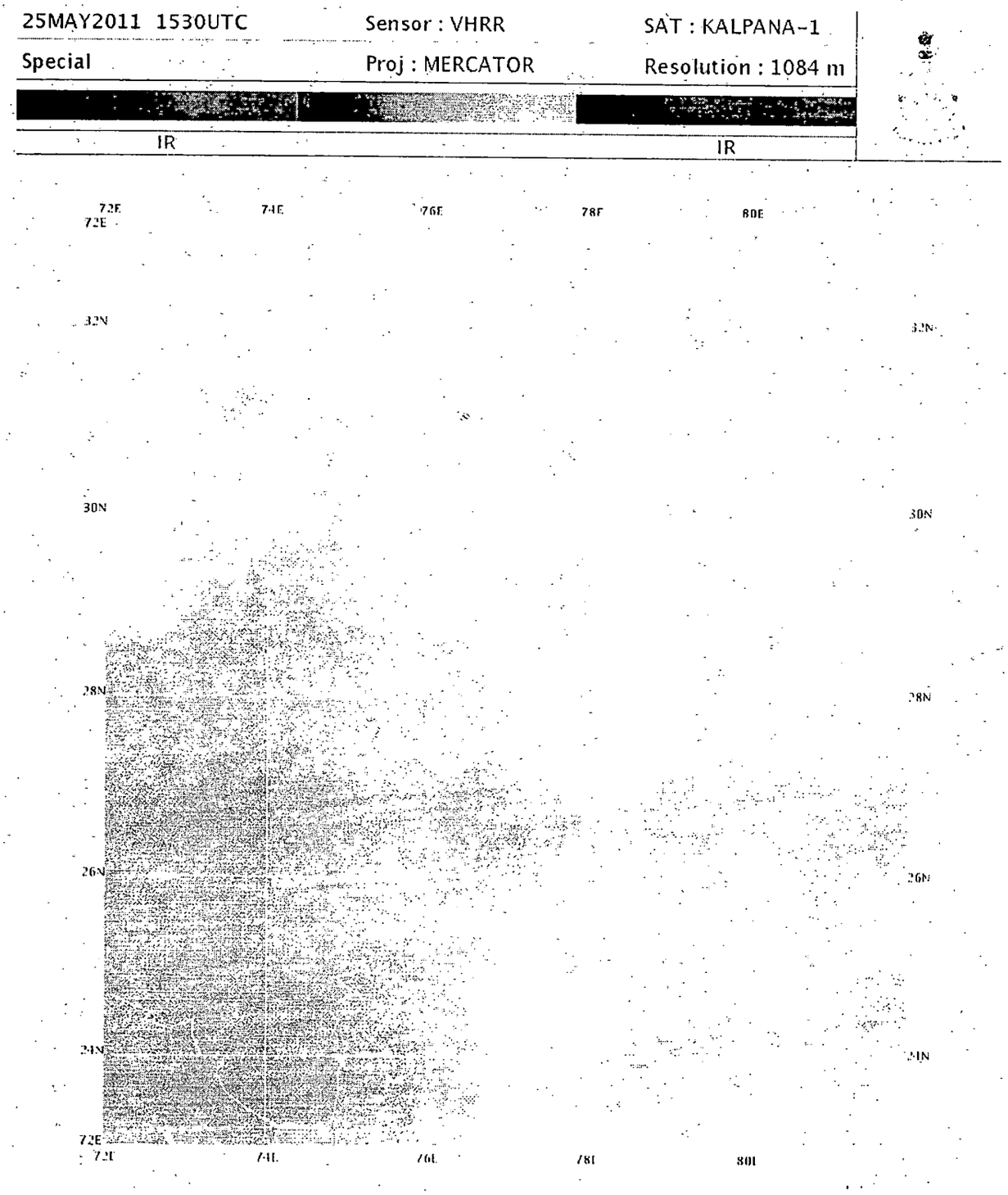


Fig 3b: Satellite pictures of North India at 2100 IST

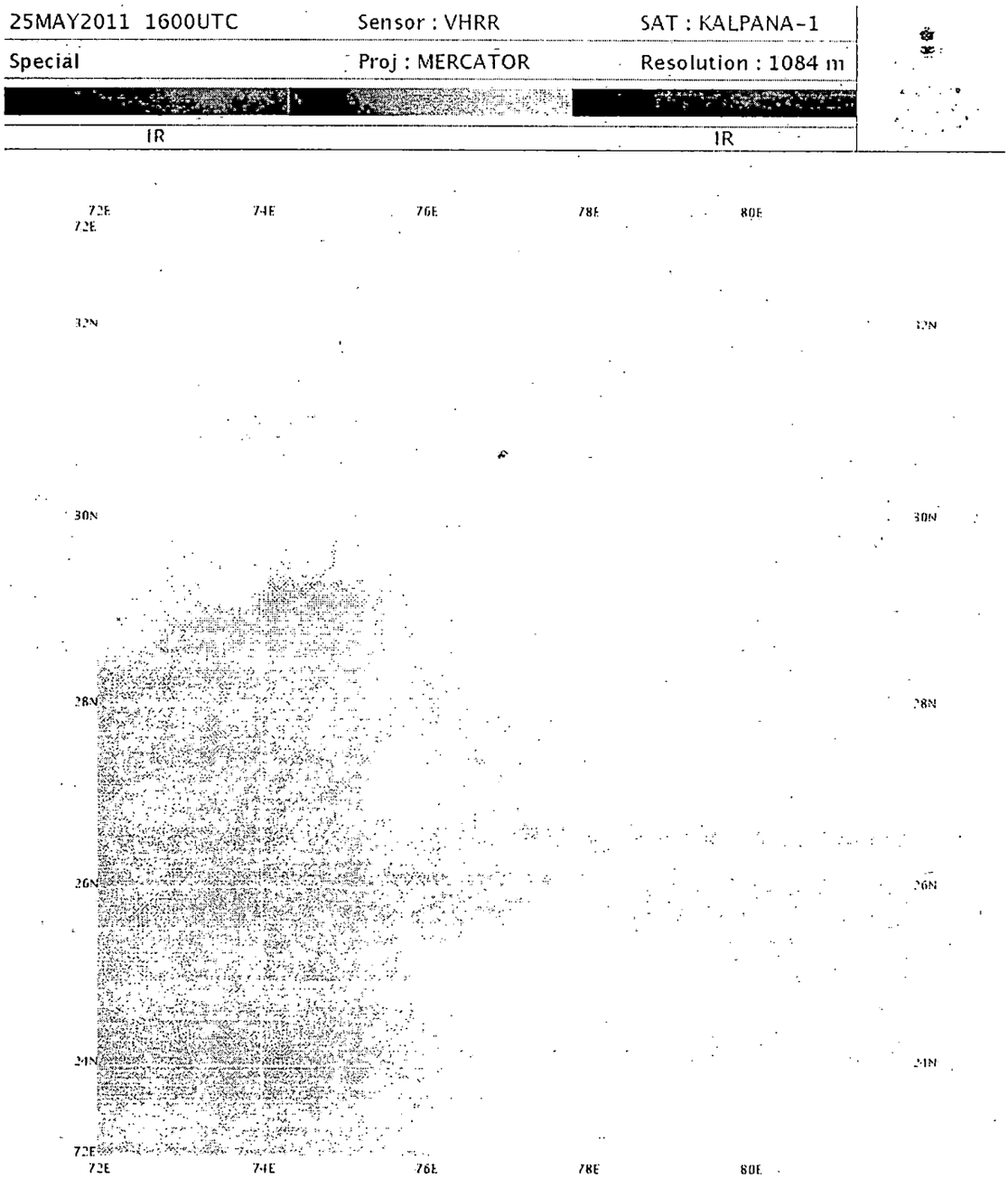


Fig 3c: Satellite pictures of North India at 2130 IST

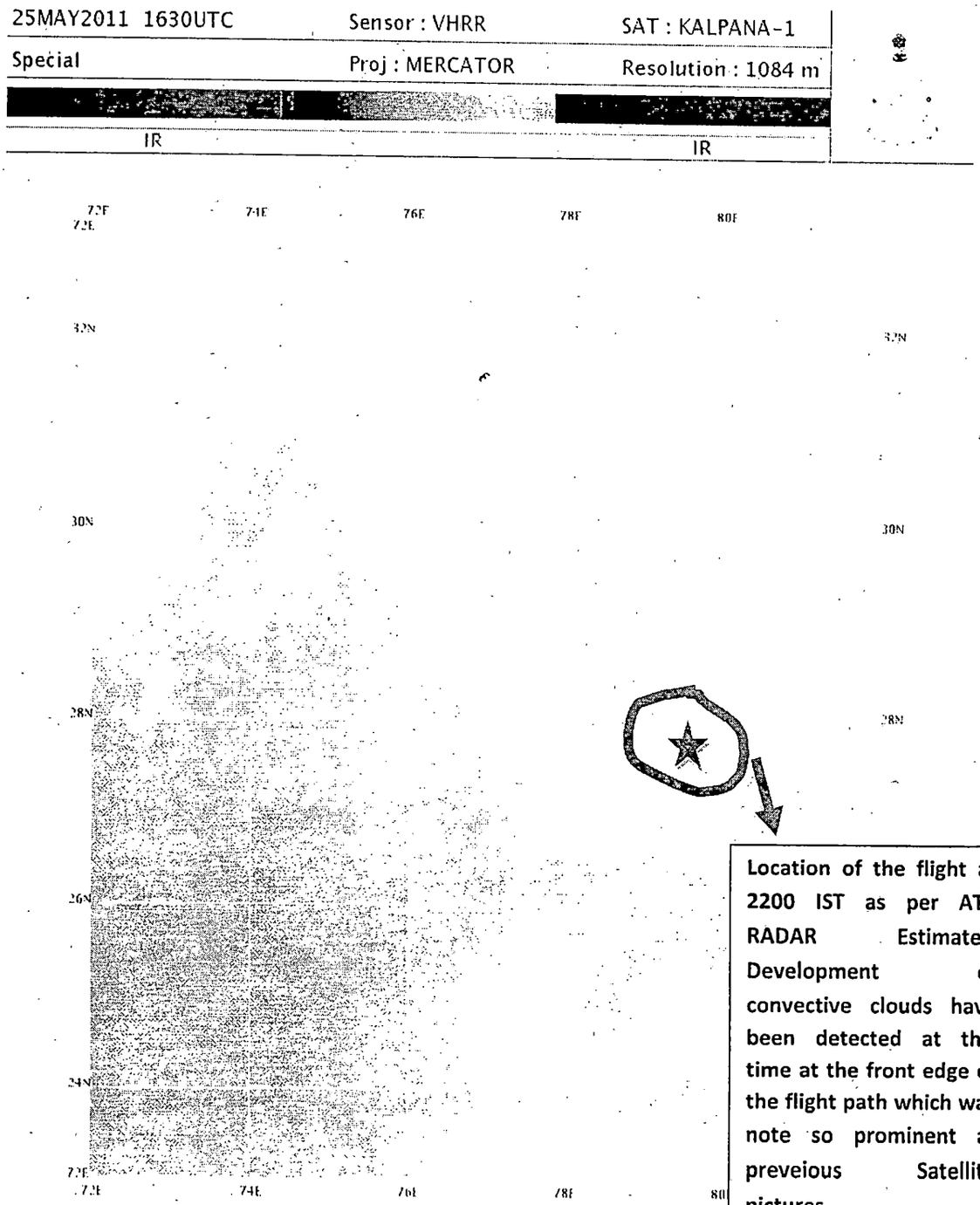


Fig 3c: Satellite pictures of North India at 2200 IST

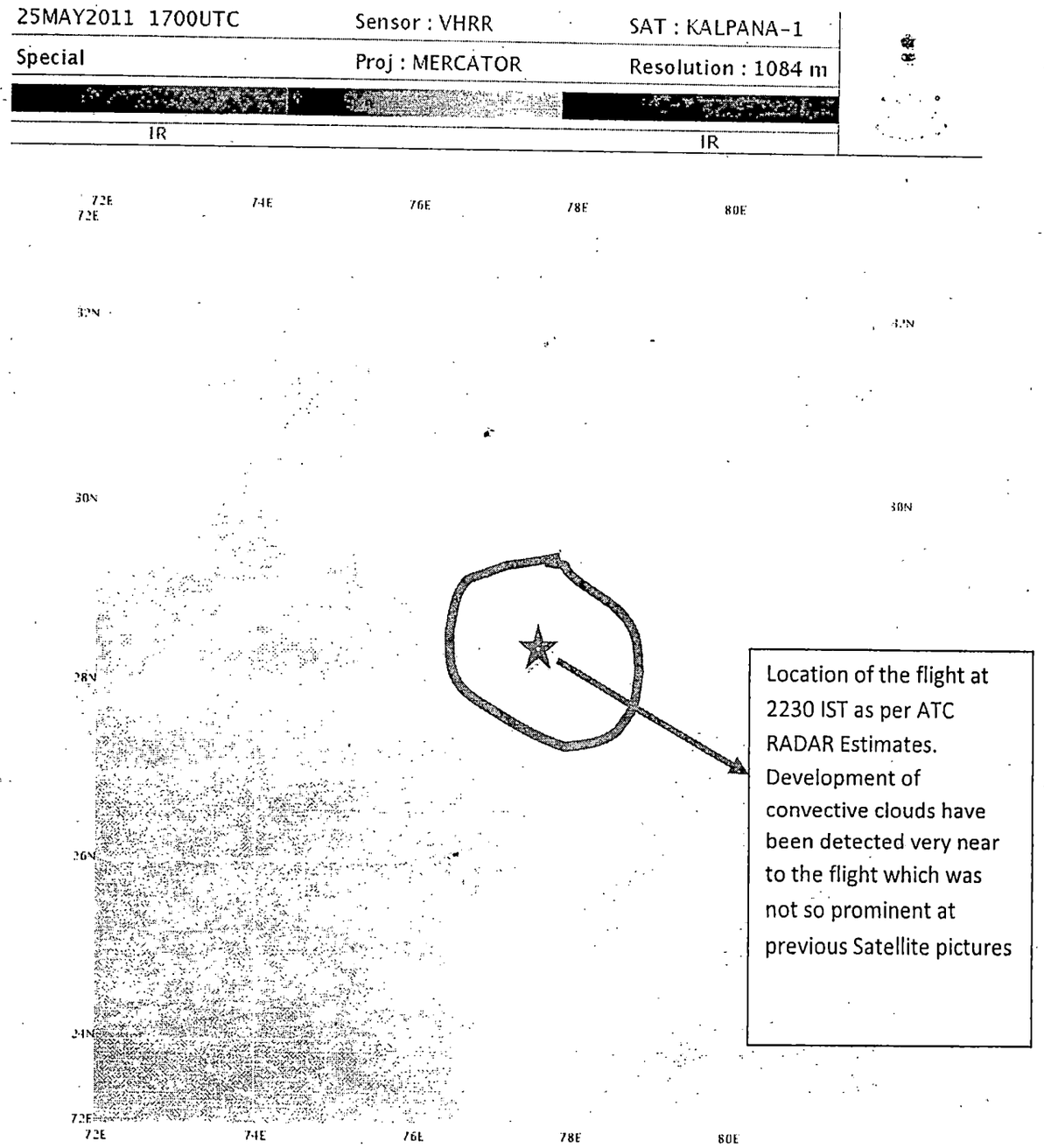


Fig 3d: Satellite pictures of North India at 2230 IST

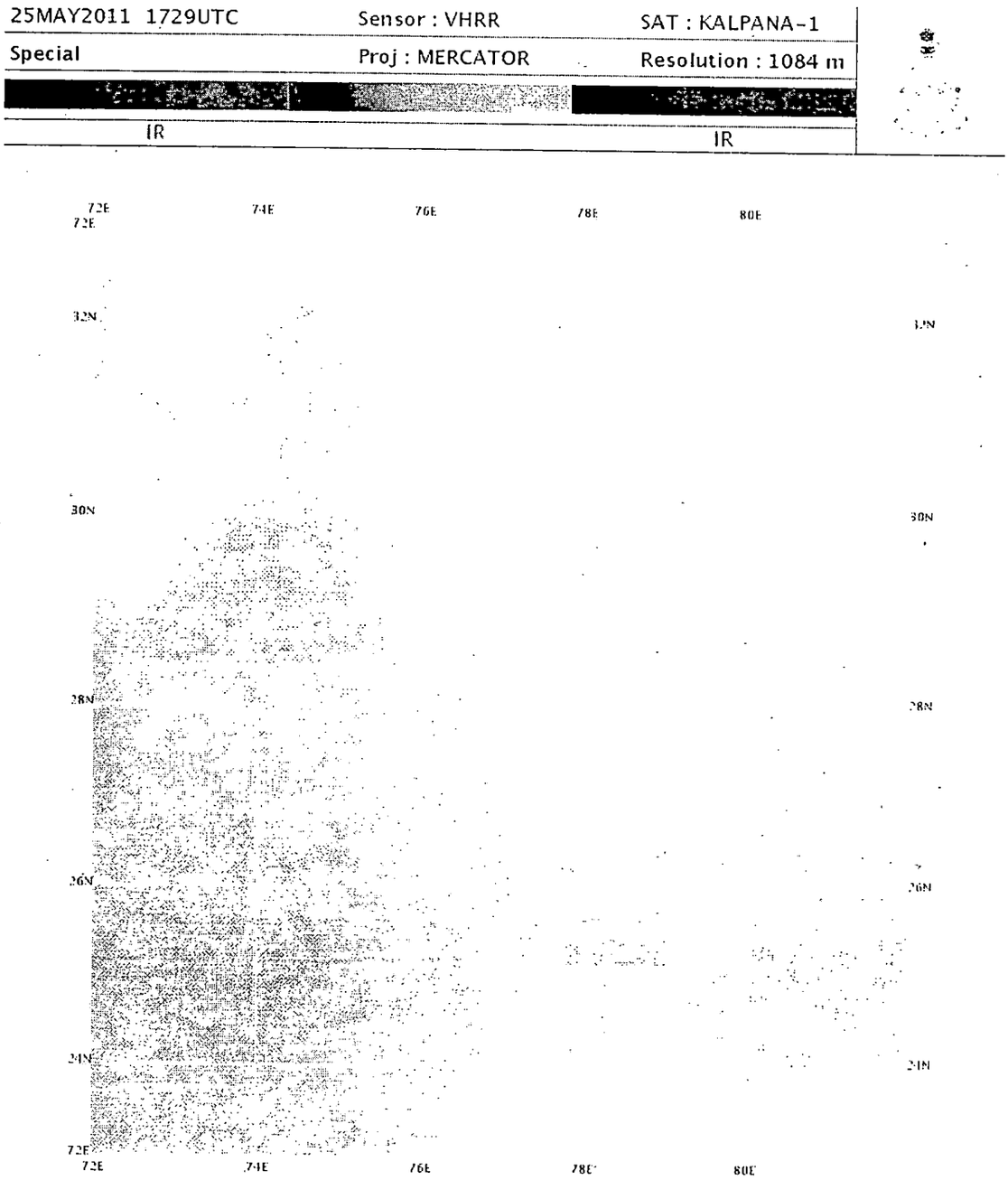


Fig 3e: Satellite pictures of North India at 2259 IST

b)

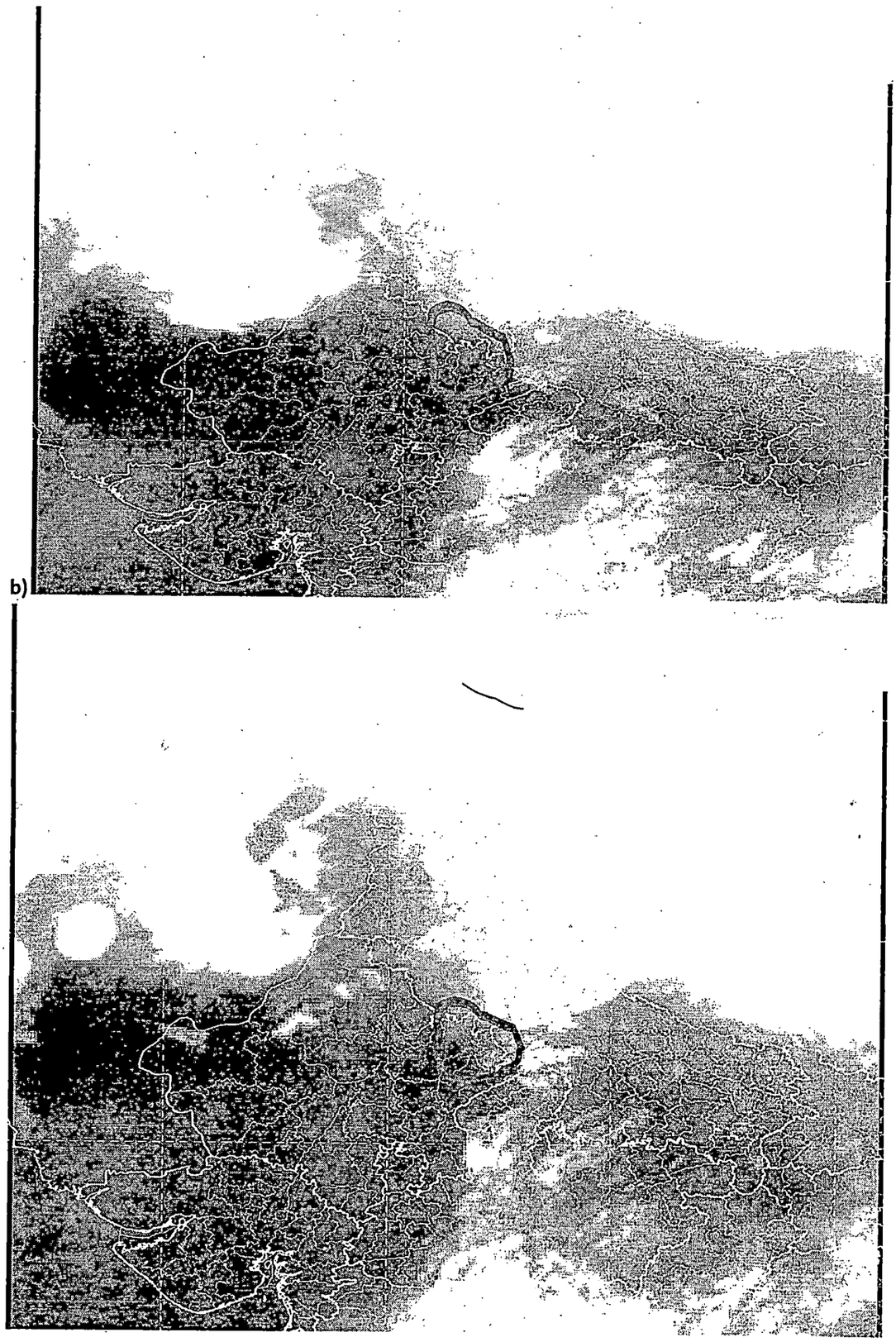


Fig. 4. a-b, District wise Satellite pictures of North India at 2030 and 2230 IST

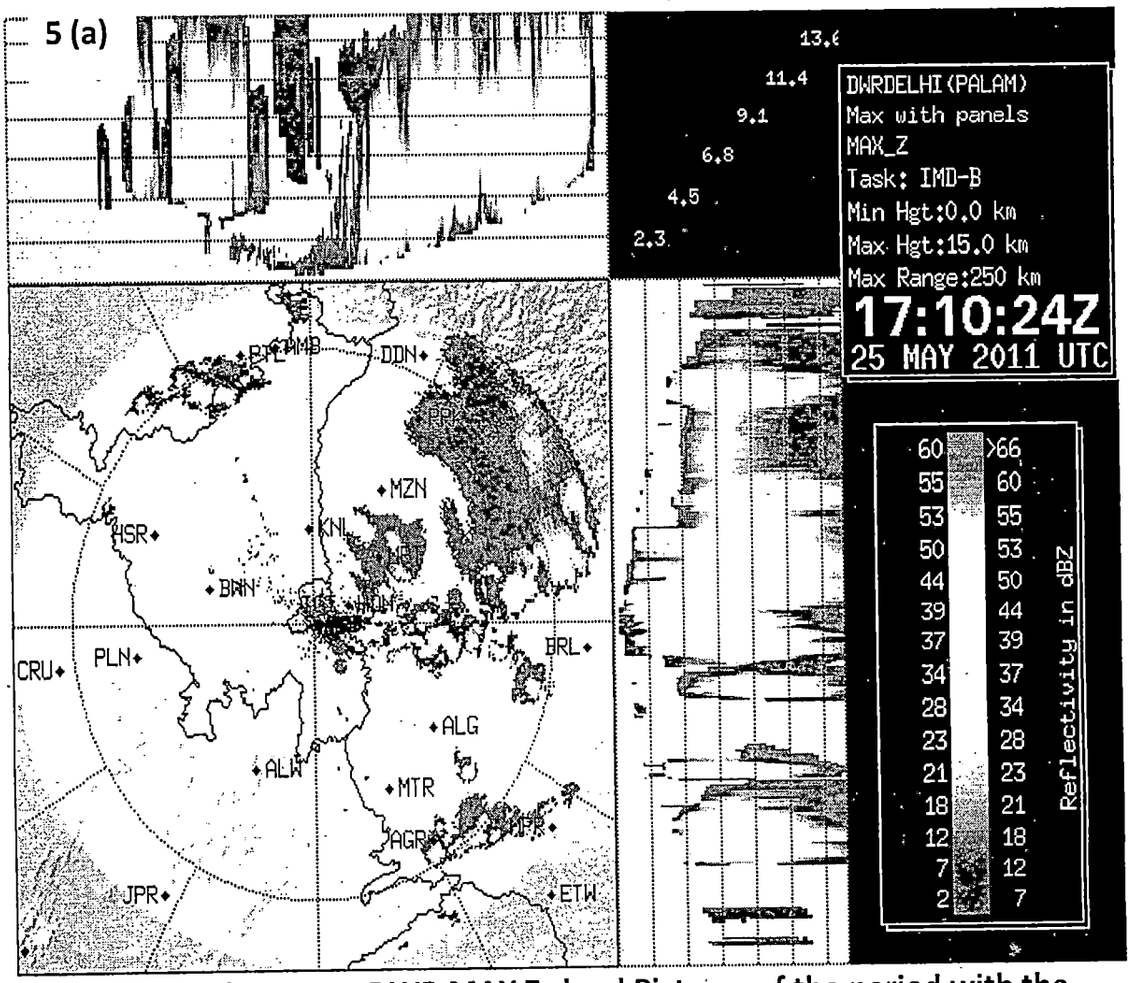
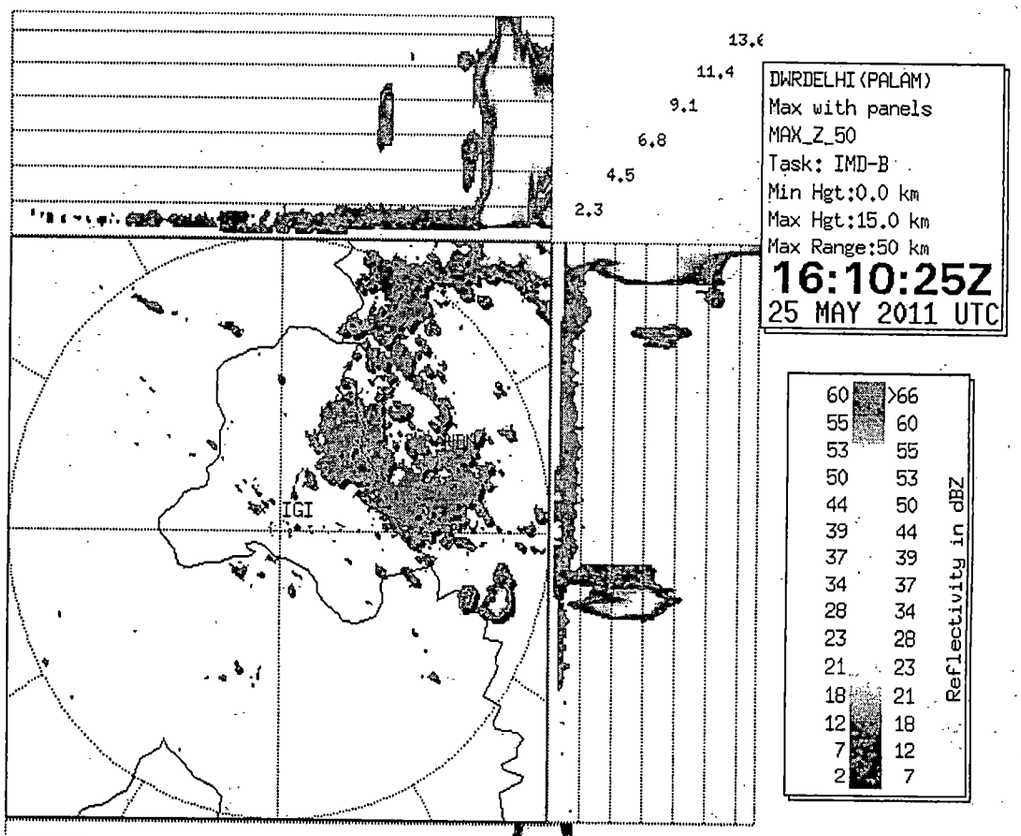
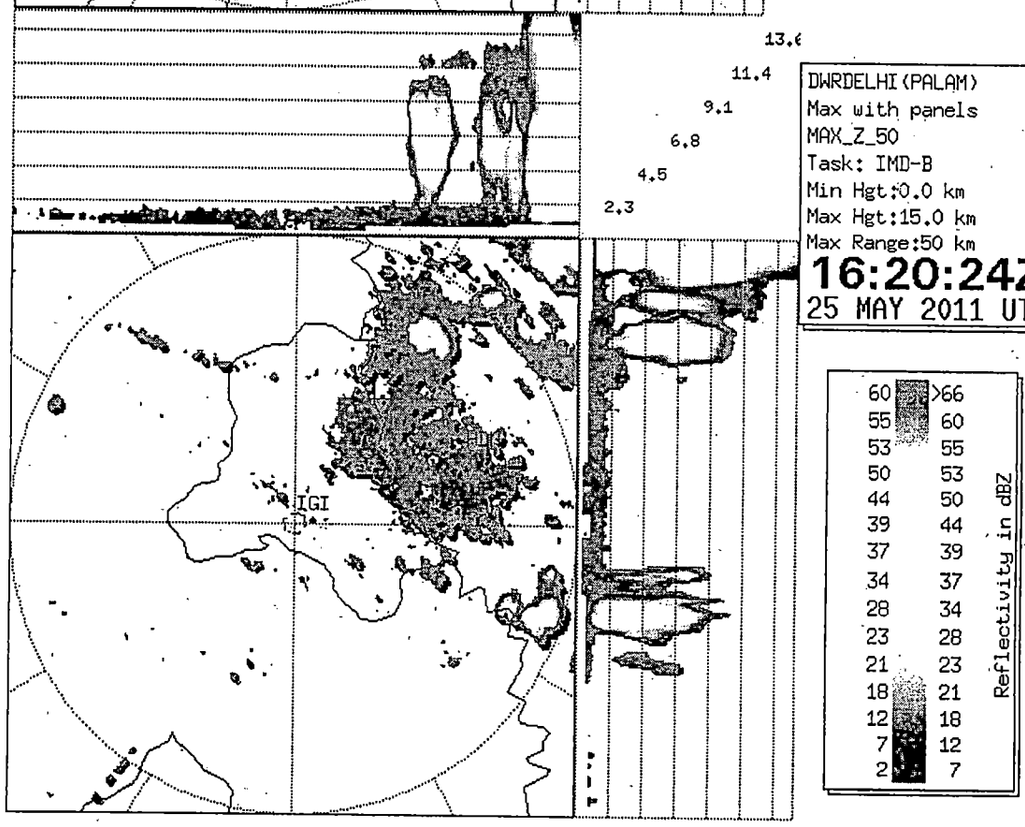


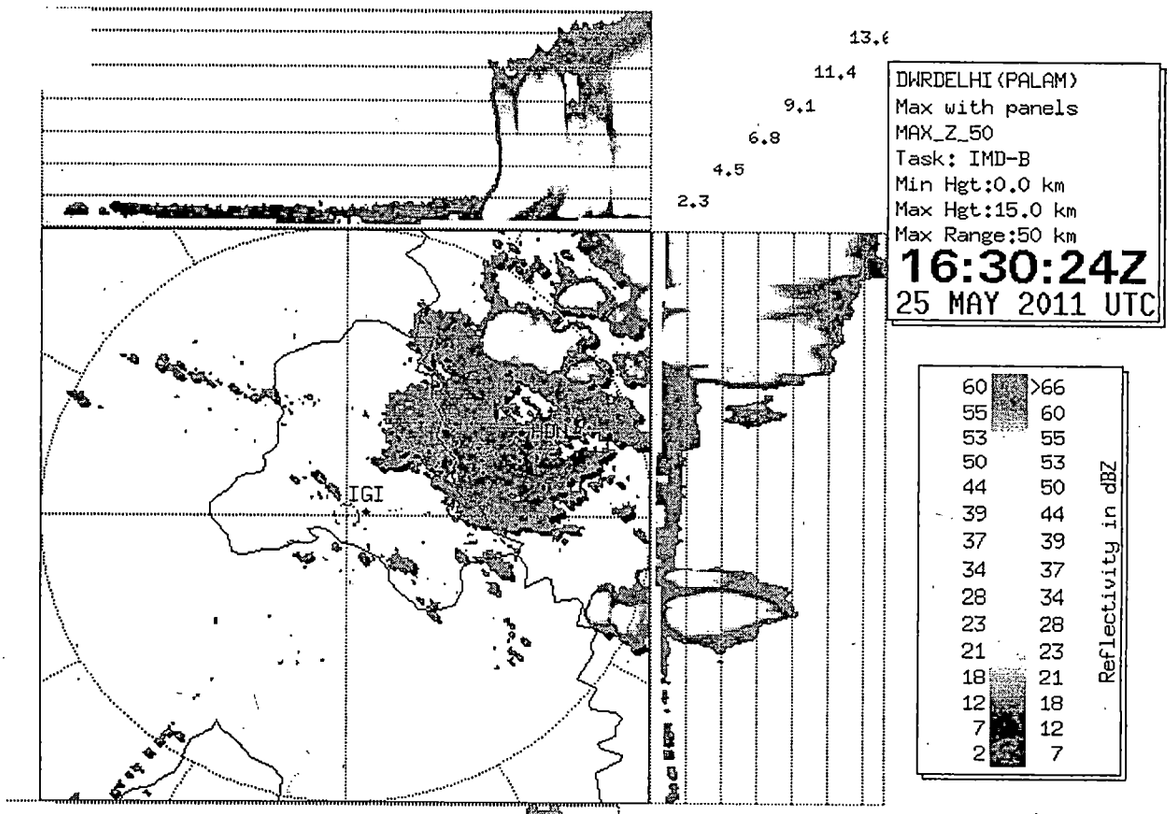
Fig. 5(a-b). 250km range DWR MAX Z cloud Pictures of the period with the Flight locations (ATC RADAR estimates received from ATC, AAI, during the period 2210-2240 IST

6(a)

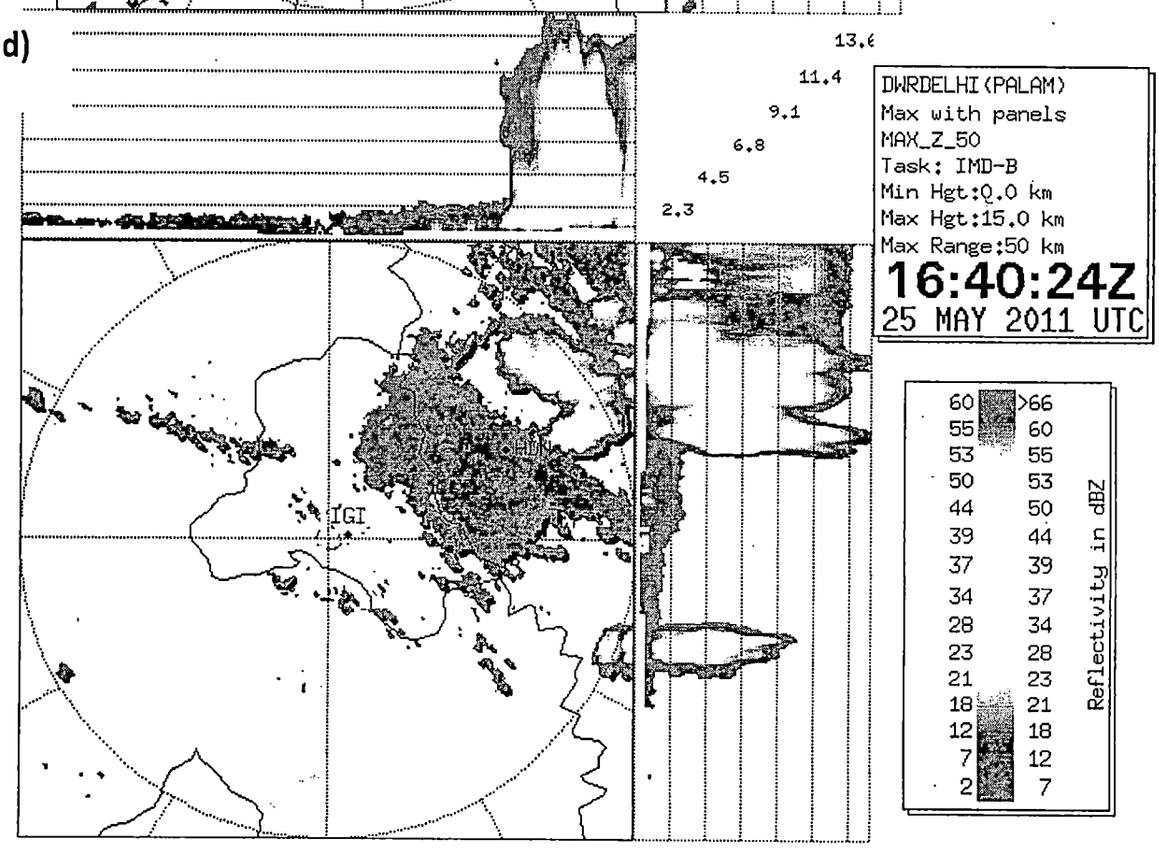

13.6
11.4
9.1
6.8
4.5
2.3
DWRDELHI(PALAM)
Max with panels
MAX_Z_50
Task: IMD-B
Min Hgt:0.0 km
Max Hgt:15.0 km
Max Range:50 km
16:10:25Z
25 MAY 2011 UTC
IGI
60 >66
55 60
53 55
50 53
44 50
39 44
37 39
34 37
28 34
23 28
21 23
18 21
12 18
7 12
2 7
Reflectivity in dBZ

6(b)


13.6
11.4
9.1
6.8
4.5
2.3
DWRDELHI(PALAM)
Max with panels
MAX_Z_50
Task: IMD-B
Min Hgt:0.0 km
Max Hgt:15.0 km
Max Range:50 km
16:20:24Z
25 MAY 2011 UTC
IGI
60 >66
55 60
53 55
50 53
44 50
39 44
37 39
34 37
28 34
23 28
21 23
18 21
12 18
7 12
2 7
Reflectivity in dBZ

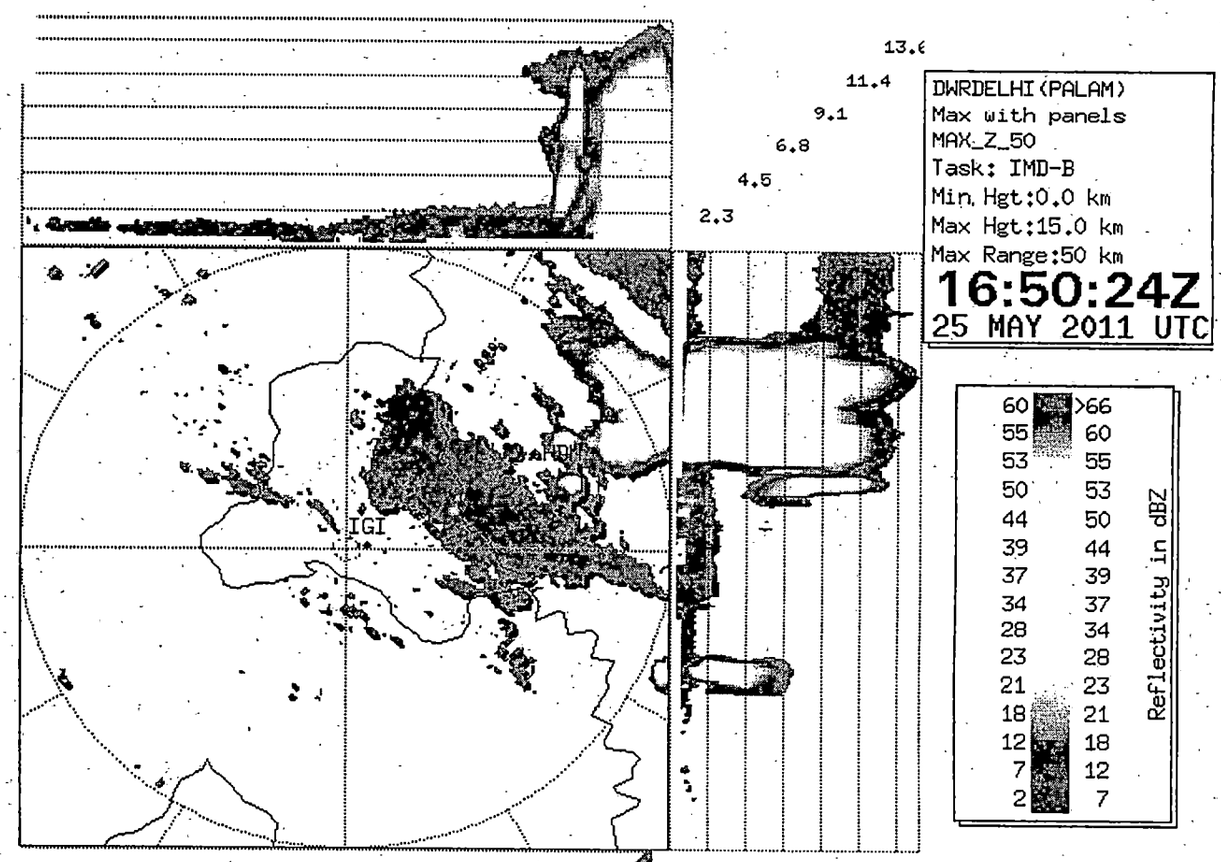

13.6
11.4
9.1
6.8
4.5
2.3
DWRDELHI(PALAM)
Max with panels
MAX_Z_50
Task: IMD-B
Min Hgt:0.0 km
Max Hgt:15.0 km
Max Range:50 km
16:30:24Z
25 MAY 2011 UTC
IGI
60 >66
55 60
53 55
50 53
44 50
39 44
37 39
34 37
28 34
23 28
21 23
18 21
12 18
7 12
2 7
Reflectivity in dBZ

6(d)

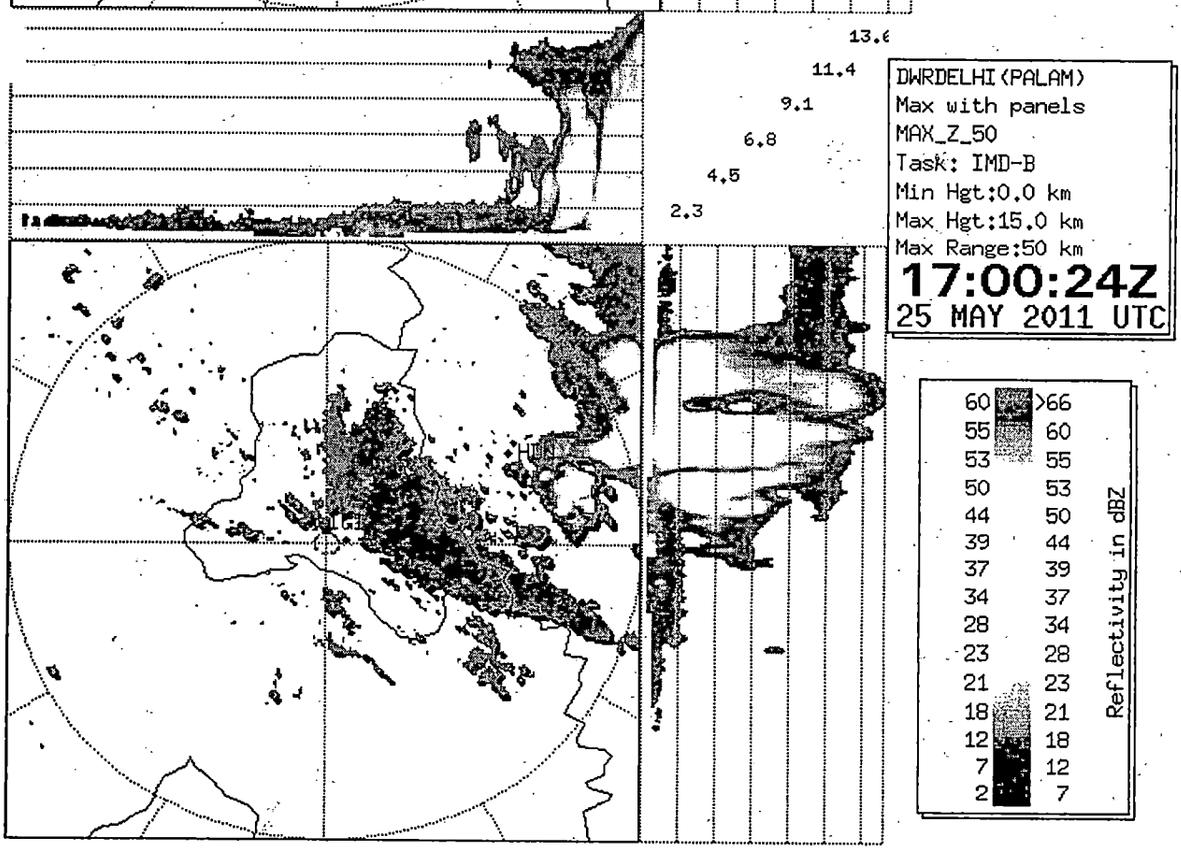

13.6
11.4
9.1
6.8
4.5
2.3
DWRDELHI(PALAM)
Max with panels
MAX_Z_50
Task: IMD-B
Min Hgt:0.0 km
Max Hgt:15.0 km
Max Range:50 km
16:40:24Z
25 MAY 2011 UTC
IGI
60 >66
55 60
53 55
50 53
44 50
39 44
37 39
34 37
28 34
23 28
21 23
18 21
12 18
7 12
2 7
Reflectivity in dBZ

~~106~~
158

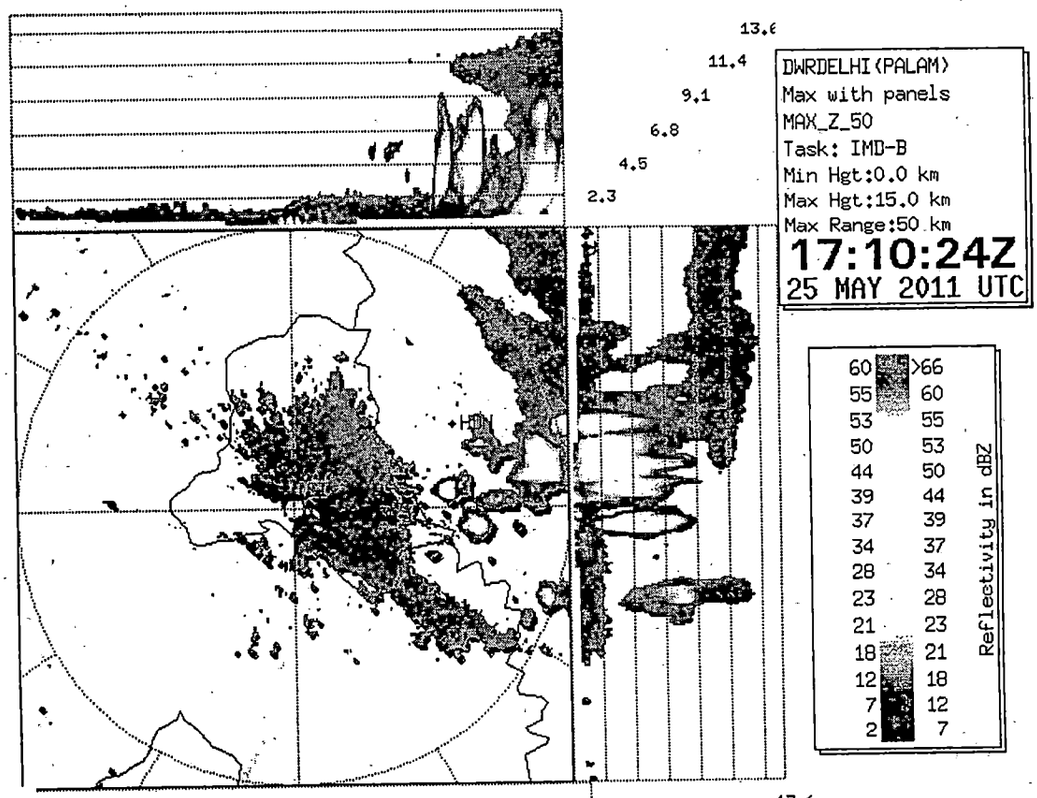
6(e)


13.6
11.4
9.1
6.8
4.5
2.3
DWRDELHI(PALAM)
Max with panels
MAX_Z_50
Task: IMD-B
Min Hgt:0.0 km
Max Hgt:15.0 km
Max Range:50 km
16:50:24Z
25 MAY 2011 UTC
IGI
60 >66
55 60
53 55
50 53
44 50
39 44
37 39
34 37
28 34
23 28
21 23
18 21
12 18
7 12
2 7
Reflectivity in dBZ

6(f)


13.6
11.4
9.1
6.8
4.5
2.3
DWRDELHI(PALAM)
Max with panels
MAX_Z_50
Task: IMD-B
Min Hgt:0.0 km
Max Hgt:15.0 km
Max Range:50 km
17:00:24Z
25 MAY 2011 UTC
60 >66
55 60
53 55
50 53
44 50
39 44
37 39
34 37
28 34
23 28
21 23
18 21
12 18
7 12
2 7
Reflectivity in dBZ

6 (g)



6(h)

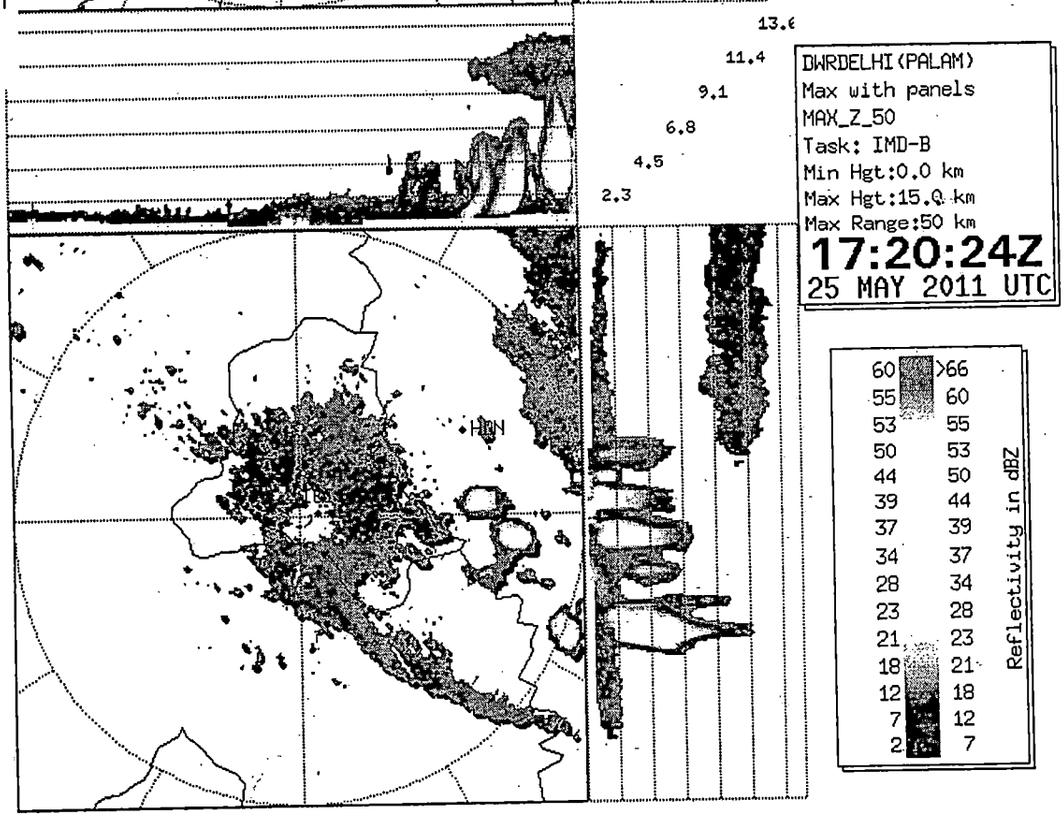
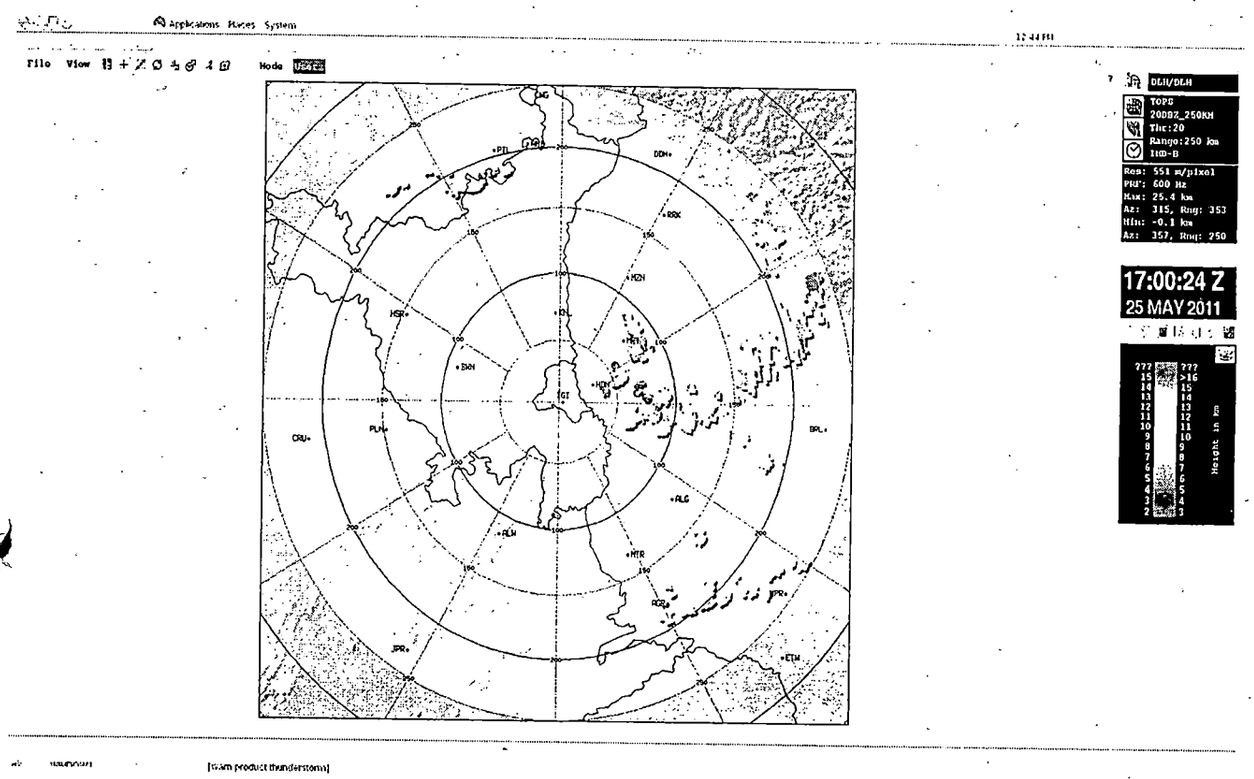


Fig. 6(a-h). 50km range DWR MAX Z cloud Pictures of IGI Airport for the period

7(a)



7(b)

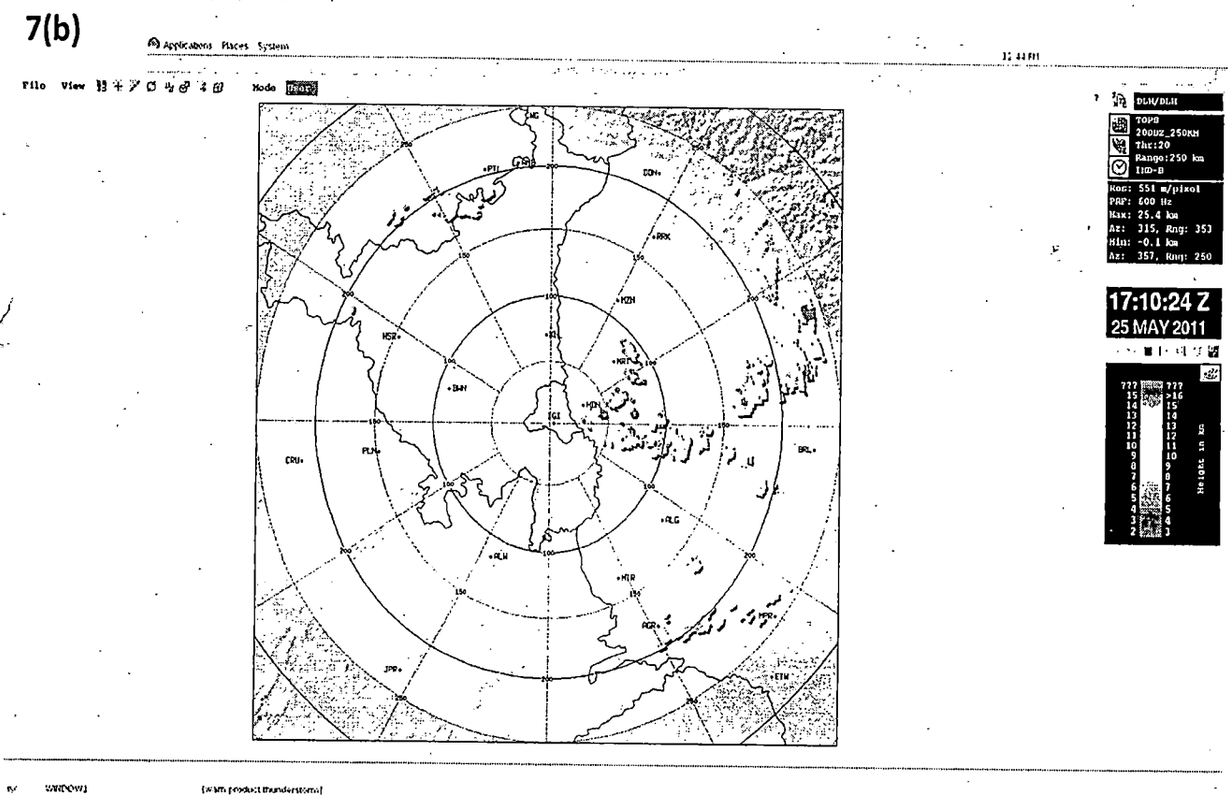
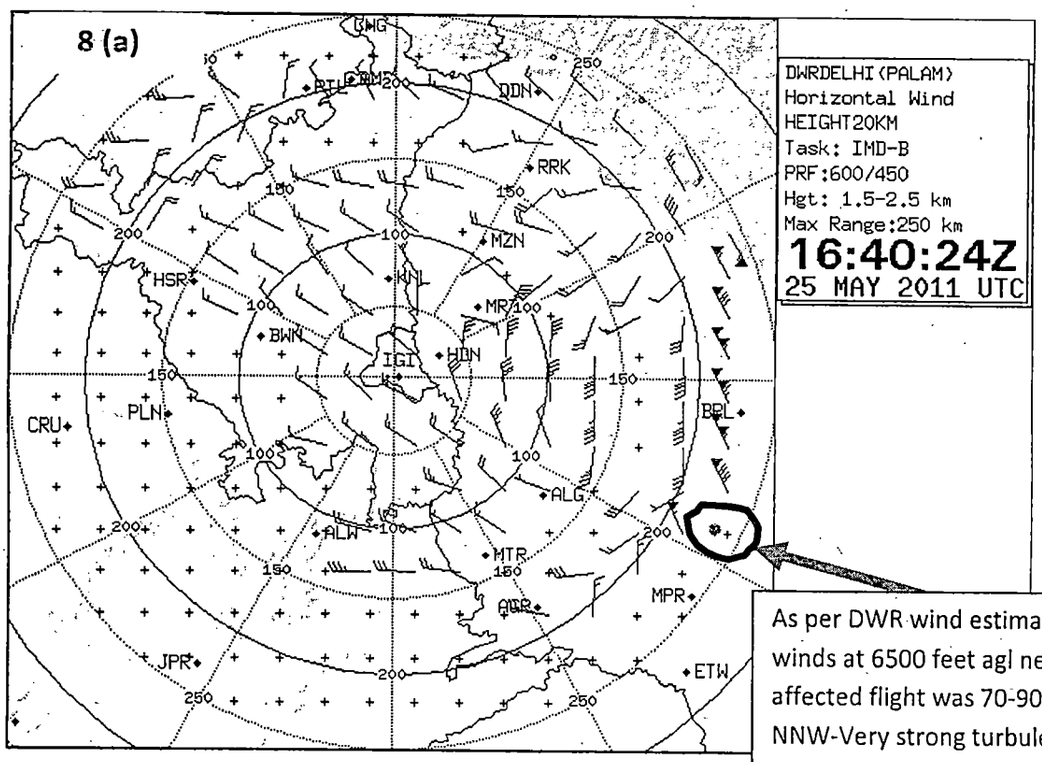


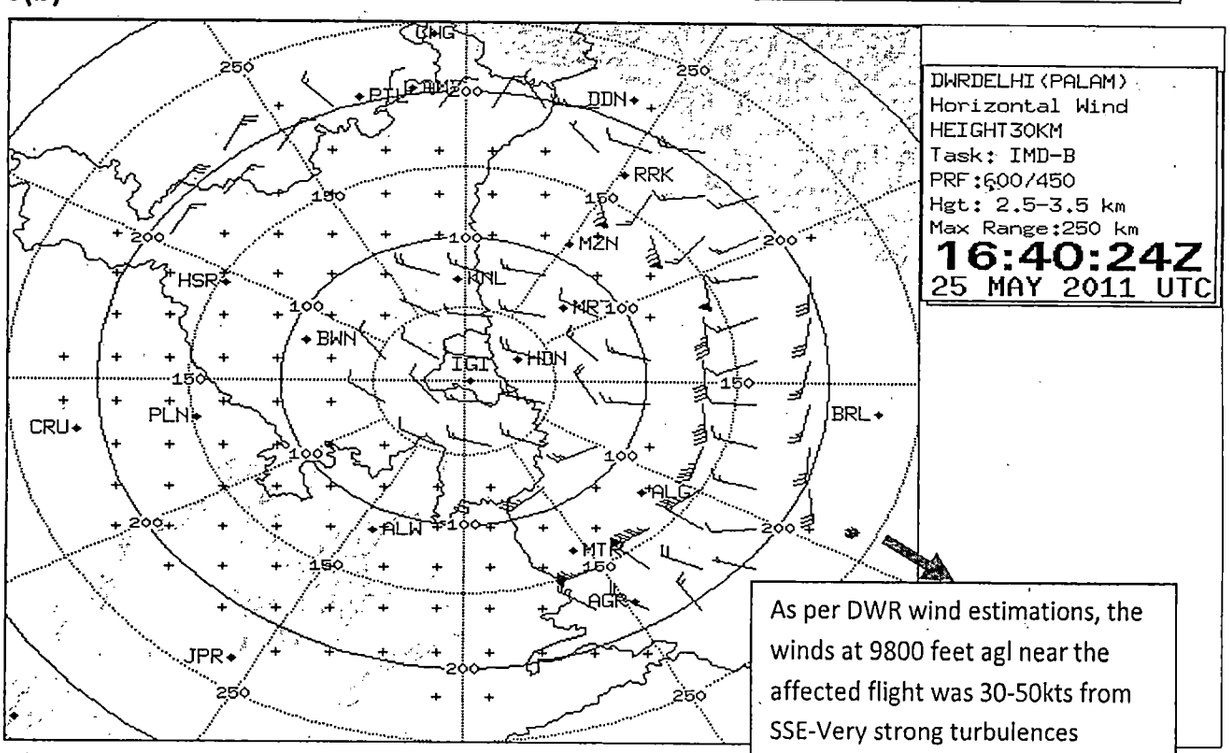
Fig. 7(a-b) CLOUD TOPS FROM DWR shows it was extended upto 8-12km

8 (a)



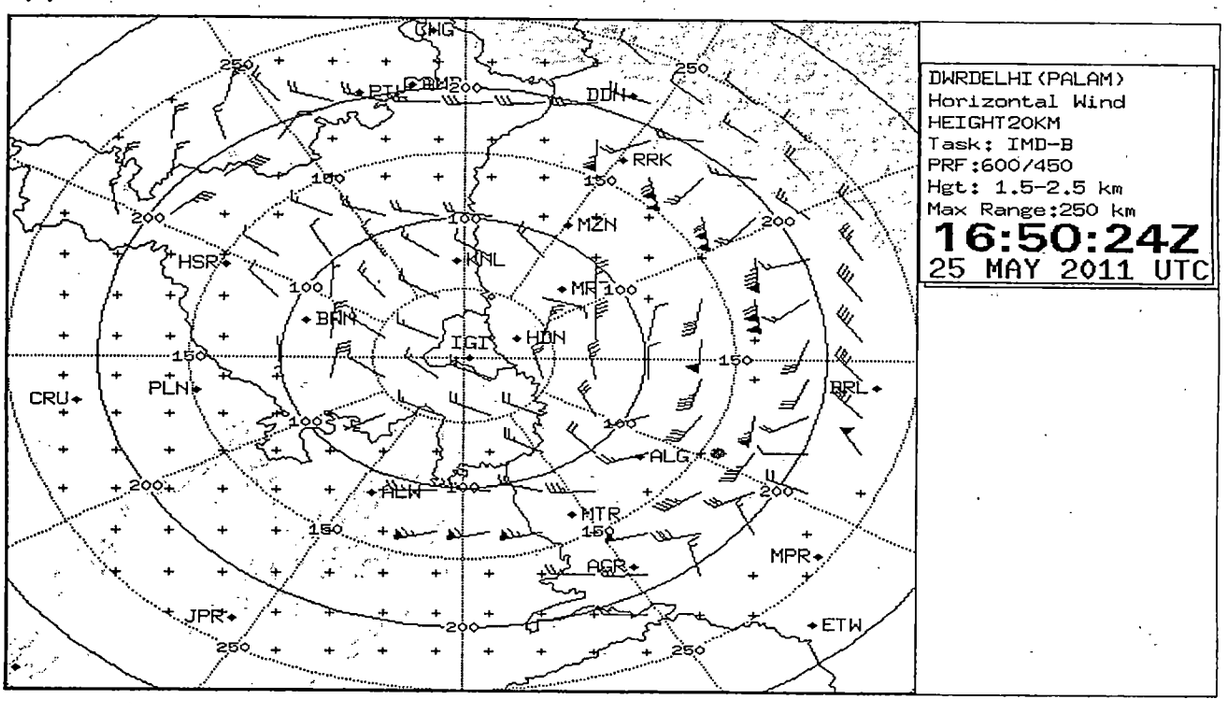
As per DWR wind estimations, the winds at 6500 feet agl near the affected flight was 70-90kts from NNW-Very strong turbulences

8(b)

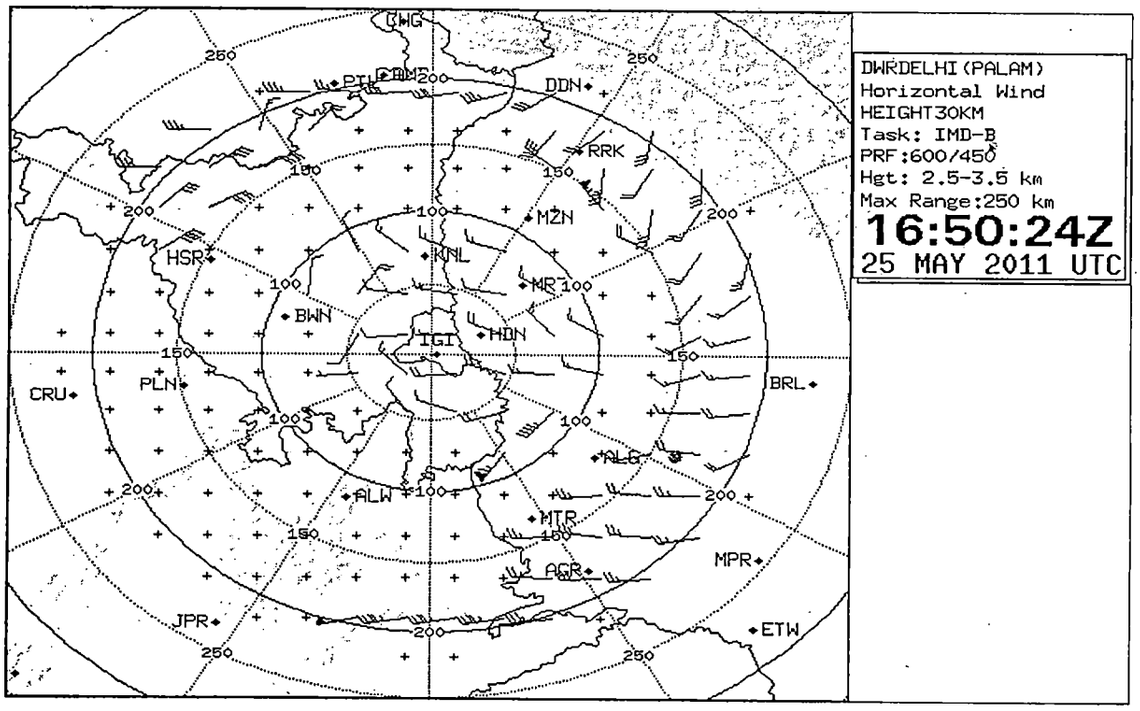


As per DWR wind estimations, the winds at 9800 feet agl near the affected flight was 30-50kts from SSE-Very strong turbulences

8(c)


DWRDELHI(PALAM)
Horizontal Wind
HEIGHT20KM
Task: IMD-B
PRF:600/450
Hgt: 1.5-2.5 km
Max Range:250 km
16:50:24Z
25 MAY 2011 UTC
CWG
PTH
DDN
RRK
MZN
KNL
HSR
MR
BWN
IGI
HDN
CRU
PLN
BRL
ALG
ALW
MTR
AGR
MPR
JPR
ETW

8(d)


DWRDELHI(PALAM)
Horizontal Wind
HEIGHT30KM
Task: IMD-B
PRF:600/450
Hgt: 2.5-3.5 km
Max Range:250 km
16:50:24Z
25 MAY 2011 UTC
CWG
PTH
DDN
RRK
MZN
KNL
HSR
MR
BWN
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ALW
MTR
AGR
MPR
JPR
ETW

111

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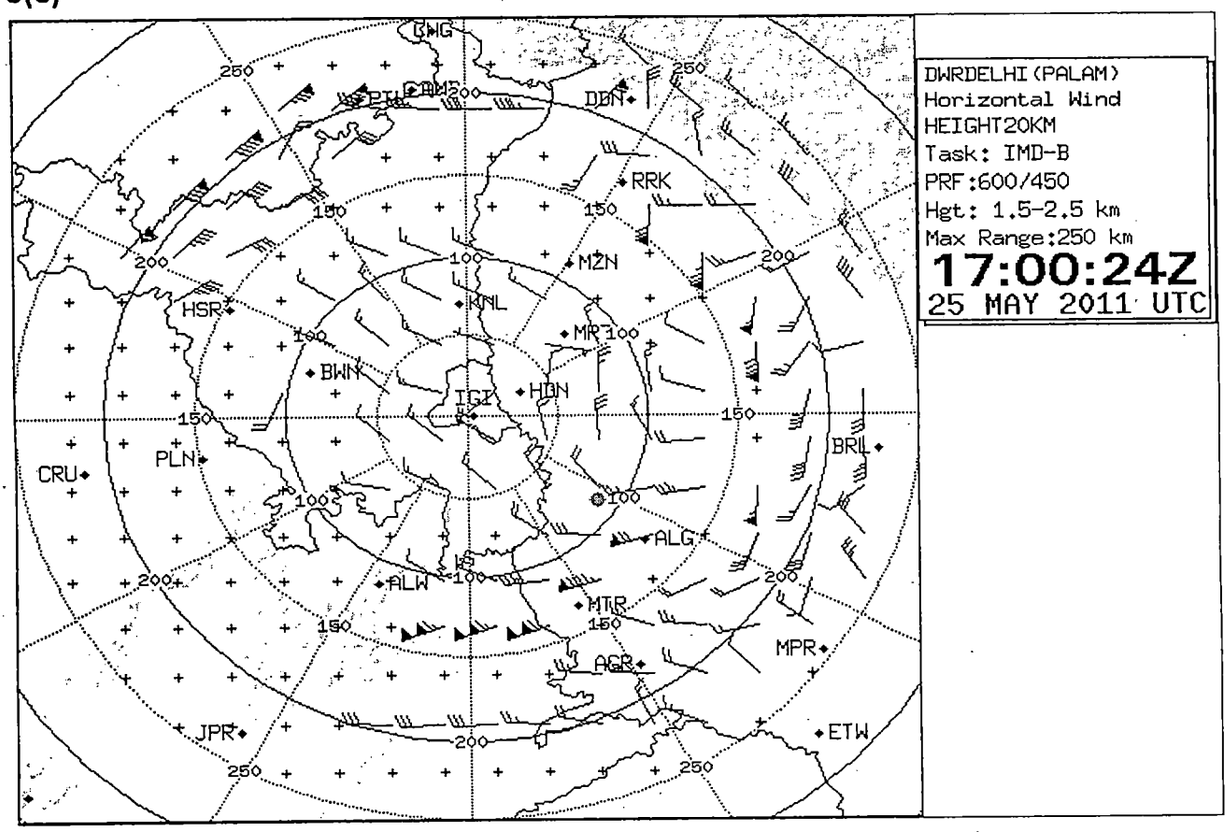
8(e)


DWRDELHI(PALAM)
Horizontal Wind
HEIGHT20KM
Task: IMD-B
PRF:600/450
Hgt: 1.5-2.5 km
Max Range:250 km
17:00:24Z
25 MAY 2011 UTC
GWG
PTL
PAM
DDN
RRK
MZN
KNL
HSR
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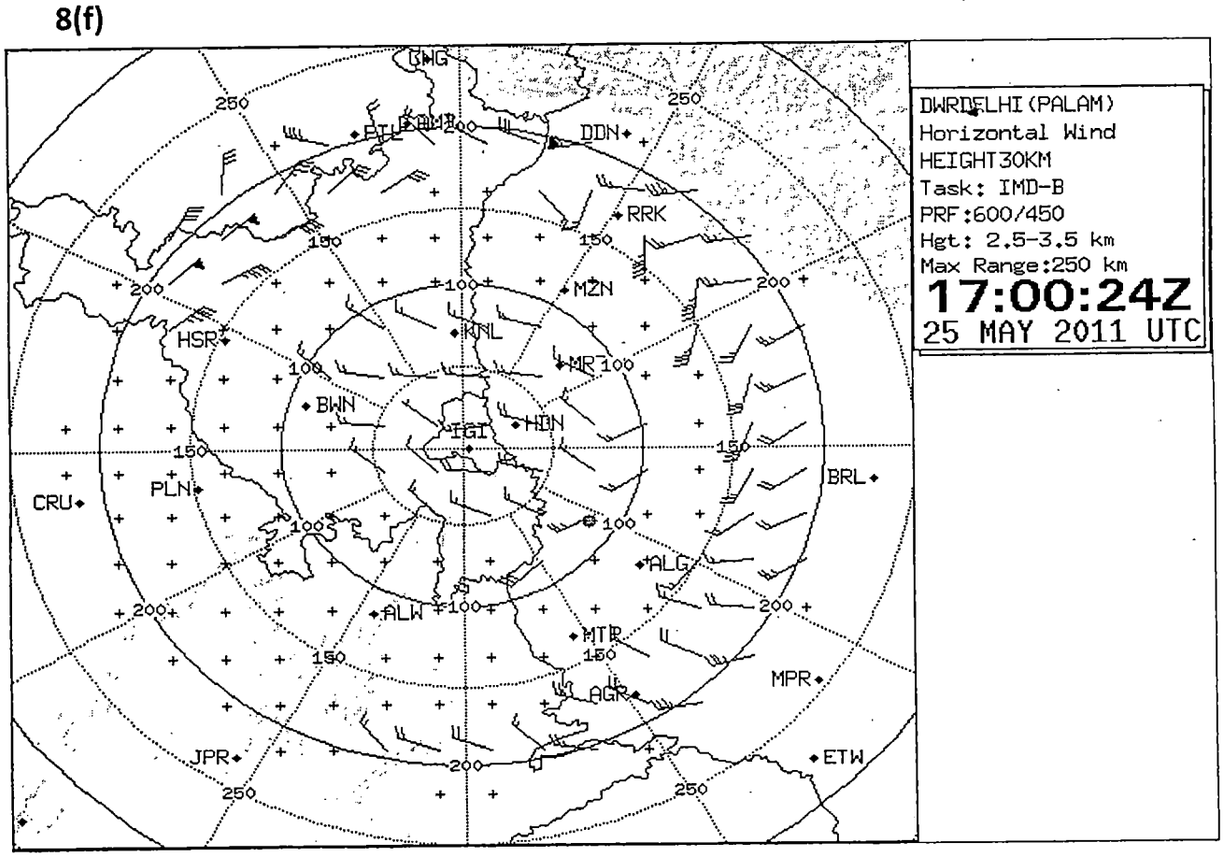
JPR
ETW

8(f)


DWRDELHI(PALAM)
Horizontal Wind
HEIGHT30KM
Task: IMD-B
PRF:600/450
Hgt: 2.5-3.5 km
Max Range:250 km
17:00:24Z
25 MAY 2011 UTC
GWG
PTL
PAM
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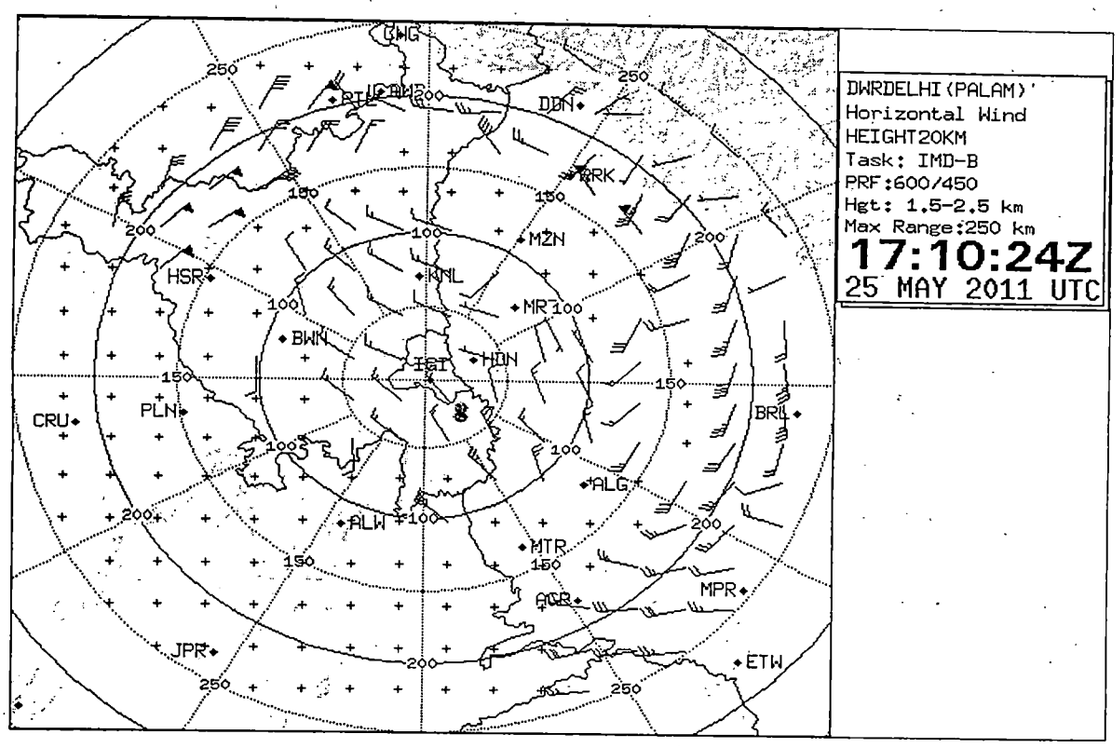
8(g)


DWRDELHI(PALAM)
Horizontal Wind
HEIGHT20KM
Task: IMD-B
PRF:600/450
Hgt: 1.5-2.5 km
Max Range:250 km
17:10:24Z
25 MAY 2011 UTC
GWG
PTL
DDN
RRK
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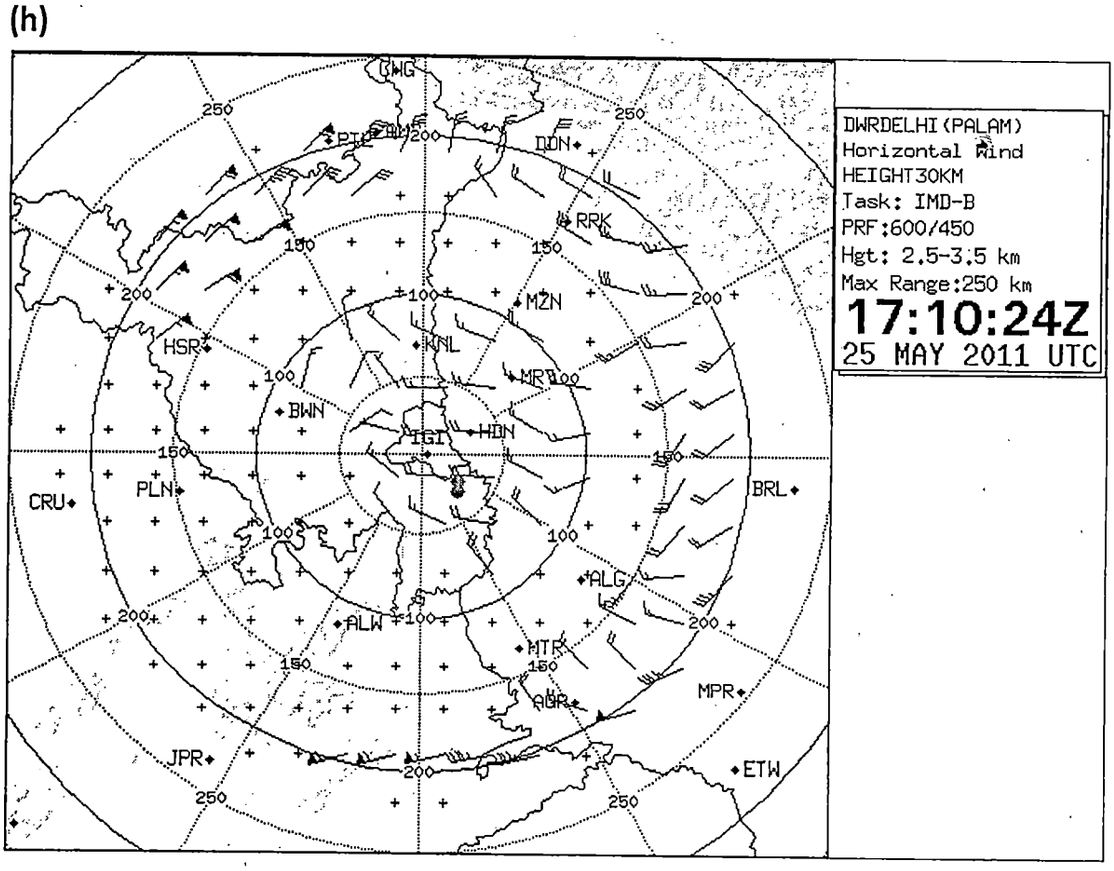
(h)


DWRDELHI(PALAM)
Horizontal Wind
HEIGHT30KM
Task: IMD-B
PRF:600/450
Hgt: 2.5-3.5 km
Max Range:250 km
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GWG
PTL
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ETW

113
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Fig.8(a-h). In (a), (c), (e)-as per DWR wind estimations, the winds at 6500 feet above ground level near the affected flight was 70-90kts from NNW and in b, d, f-As per DWR wind estimations, the winds at 9800 feet above ground level near the affected flight was 30-50kts from SSE-Very strong turbulences.

114 166

IN THE HIGH COURT OF DELHI AT DELHI

CM No 4076 / 2012
IN
W.P.(C) 1867 No 2012

IN RE

Namrata Singh & Another — Petitioner

Versus

D.G.C.A & Others — Respondents

REPLY TO INTERIM APPLICATION U/S 151 CPC
ON BEHALF OF RESPONDENTS NO. 3 & 4

RESPECTFULLY SHOWETH

PRELIMINARY OBJECTIONS

1. That the present application as filed by the petitioner is not maintainable for the reason that the answering respondents does not fall under the category of state which have been defined under article 12 of the constitution. The petitioner had demanded from the respondent no. 3 the compensation under the Workmen Compensation Act and the same has been duly deposited by the respondent no. 3 with the concerned authority with due intimation/knowledge to the petitioner. The Carriage by Air Act, 1972 provides for a compensation of Rs. 7.5 lakhs for a domestic flight. The respondent company has already deposited more than Rs. 7.5 lakhs with the concerned authorities. The present application is liable to be dismissed as the petitioner is seeking recovery of money/damages. The

ground under which the petitioners have approached this Hon'ble court invoking jurisdiction under Article 226 of the Constitution of India is wholly misconceived and is legally not tenable. That the categorization of the deceased as workman is widely accepted and has been described in the Employee Compensation Act. The submissions as made in the accompanying reply to the writ petition be read as part of the reply. In view of the above the present application is without any merits and is liable to be dismissed.

REPLY ON MERITS

1-2 In reply to para no. 1-2 of the application it is submitted that the answering respondent has already filed a detailed reply and submissions made therein be read as part of the reply and are not reproduced for the sake of brevity. The writ petition as filed is not maintainable.

3 Contents of para no 3 of the application as stated are wrong and denied. It is denied that petitioner has got any case in his favour. The petition as filed is not maintainable.

4 Contents of para no 4 of the application as stated are wrong and denied. It is denied any balance of connivance is in favour of the petitioner As stated above the application is not maintainable.

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5 Contents of para no 5 of the application are wrong and denied. It is denied the petitioner shall suffer any loss. The petition as filed is not maintainable. As submitted above the petitioner had demanded from the respondent no. 3 the compensation under the Workmen Compensation Act and the same has been duly deposited by the respondent no. 3 with the concerned authority with due intimation/knowledge to the petitioner. The Carriage by Air Act, 1972 provides for a compensation of Rs. 7.5 lakhs for a domestic flight. The respondent company has already deposited more than Rs. 7.5 lakhs with the concerned authorities.

6 Contents of para no 6 of the application as stated are wrong and denied. It is denied the application has been filed in bonafide. Rather the petition as filed is not maintainable.

Prayer clause of the petition is wrong and denied. In view of the submissions as made the petition is not maintainable and as such is liable to be dismissed. Any other direction which this hon'ble Court may deem fit be also passed.

For AIR CHARTER SERVICES PVT. LTD.

Authorised Signatory

New Delhi

Respondent no 3 & 4

Through

Dated

Counsel

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IN THE HIGH COURT OF DELHI AT DELHI

IN RE

Namrata Singh & Another — Petitioner

Versus

D.G.C.A & Others — Respondents

AFFIDAVIT

I, Sunil Gaur S/o Late Sh K.P.Gaur aged 42 years CEO M/SAir Charter Services P Ltd D-67, Ground Floor, Defence Colony, New Delhi, do hereby on solemn affirmation state and declare as under:-

1. That the deponent is posted in the respondent no 3 company and competent to swear the affidavit. The submissions as made in various paras in the accompanying reply are true and correct on the basis of the official record and be read as part of affidavit.

For AIR CHARTER SERVICES PVT. LTD.

Authorised Signatory

DEPONENT

Verification

01 OCT 2012

Verified at Delhi on this 1 st day of October 2012 that the contents of above affidavit are true and correct to my knowledge and nothing has with concealed therefrom.

For AIR CHARTER SERVICES PVT. LTD.

Authorised Signatory

DEPONENT

I IDENTIFY THE DEPONENT WHO HAS SIGNED IN MY PRESENCE

CERTIFIED THAT ... Shri/Smt./Km. ... S/o ... W/o ... has ... Delhi ... that the ... Which ... him are true ... knowledge

01 OCT 2012

Oath Commissioner, Delhi

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Proof of Service

DTDC COURIER & CARGO LIMITED

Regd. Office: DTDC House, No-3, Victoria Road, Bangalore-560047.

NON NEGOTIABLE CONSIGNMENT NOTE SUBJECT TO BANGALORE JURISDICTION.

Origin: | Destn:

dtdc lite

CN Expiry Dt.

Booking Franchise/ Branch Name /Code Address

CN No: *Z75119867*

For Franchise / DTDC Courier & Cargo Ltd.	Declaration of Contents	Value
Dt. / Time		

Documents Enclosed	No of Pcs	Gross Wt.	Length x Breadth x Height	Vol.Wt.
Yes / No				

Dox	N.Dox	Express	Air Cargo	Surface Cargo

CASH ☐ CREDIT ☐

Consignor Name & Address: Manoj Sah RPS Wanbury

Tel: Pin:

Consignee Name & Address: Adam Khan MM 15 SK I

Tel: Pin:

Chargeable Weight

Amount

Risk Surcharge 2%

Service Tax

Total Amount

Rs. In words:

Channel Partner Service Tax No.

BOOKING OF CURRENCY/JEWELLERY IS BANNED

No claim shall be entertained by DTDC for any loss or damage, non- delivery breakage, leakage, pilferage etc.of the shipment unless a written claim is lodge within 30 days from the date of booking subject to having paid risk surcharge of 2% on declared / Invoice value.

Maximum liability for any loss or damage is to the extent of Rs. 100/- only if not covered under Risk Surcharge.

I accept the above terms and conditions and those set forth on the reverse of the (Consignor's copy) of this non-negotiable consignment and warrant that the information contained on this is true and correct. This consignment does not contain any cash equivalent / contraband.

Consignor Signature | Date: | Time:

Risk Surcharge Paid Yes ☐ No ☐

Pin Code is a must for Proper Delivery

For any Customer Service Support please dial PAN india common num 33004444 by prefixing the STD code

Please use our Prime Time Plus (PTP) services to get time sensitive consignment delivered within 12 Noon of next business day. TO & FROM ALL MAJOR METROS

Prime Time plus

SEND "DTDC CONSIGNMENT NO" TO 98453 24040 FOR SMS TRACKING.

Visit us at : www.dtdc.com E-mail : css.co@dtdc.com

Consignor Copy

CM — for Impleadment
18/1

HIGH COURT OF DELHI

DIARY NO : 16079/2013 **CASE TYPE :** CM APPL. **Filing Date :**31/01/13 11:48:11

IN W.P.(C)-1867/2012

1260/13

NAMRATA SINGH & ANR
Vs.
DIRECTOR GENERAL CIVIL AVIATION (DGCA) & ORS

The petition/appeal being in order,may be registered. 4-2-13

SCRU ASSISTANT: MS.NISHA RANI

AOJ/AR( ) 7/2/13

Signature
Dealing Assistant
31/1

Date already fixed for 4-2-13 in C-9

C-9 for 4/2/13
already fixed
2/2/13

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IN THE HIGH COURT OF DELHI AT NEW DELHI

In re:

I. A. No. ~~1867~~ 1260 of 2013

IN WP (C) No. 1867 / 2012

In the matter of:

Namrata Singh & another ...Petitioners

Versus

D. G. C. A. & others ...Respondents.

Fixed for: 4.2.2013

INDEX

S.No.	Particulars	Court Fee	Pages
1.	Total Court Fee	Rs.270/-	A
2.	Urgent application	Rs.10.00	1
3.	Application under Order 1 Rule 10 CPC, with affidavit.	Rs.250.00	2-5
3.	Vakalatnama	Rs.10.00	6
	With welfare stamp	Rs.10.00	7
4.	Letter of Intimation.		

Note : The copy has been served on all the parties.

APPLICANT

Through:

(OM PRAKASH GOYAL & CO.)
ADVOCATES.

Delhi.
Dated: 30/1/13.

(A)

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GOVERNMENT OF NCT OF DELHI
e-Court Fee

DATE & TIME :	30-JAN-2013 11:14:55
NAME OF THE ACC :	SHCIL
LOCATION :	DELHI HIGH COURT
e-COURT RECEIPT NO :	DLCT3054A1314K841
e-COURT FEE AMOUNT :	₹ 270
(Rupees Two Hundred Seventy Only)	

DLCT3054A1314K841

The authenticity of the e-court fee receipt can be verified at the offices of SHCIL. The contact details of SHCIL offices are available on the website "www.shcilestamp.com"

IA No. ___ /13
in
WP(C) 1867/12.

Namrata Sil & another ... Petitioners

v.

DGCA & ors ... Respondents

Court fee for I.A under order 1 Rule 10 CPC.

Court fee paid and locked electronically

Tejjeet Kaur
Applicant

(Dr. Balram Goyal & Co.)
Advocates

① 124

IN THE HIGH COURT OF DELHI AT NEW DELHI

In re:

I. A. No. 1260 of 2013

IN WP (C) No. 1867 / 2012

In the matter of:

Namrata Singh & another ...Petitioners

Versus

D. G. C. A. & others ...Respondents.

URGENT APPLICATION

To

The Registrar,
High Court of Delhi,
At New Delhi.

Sir,

The accompanying appeal may kindly be treated as an urgent one, according to the High Court Orders and Rules. The ground of urgency is that the applicant is necessary party to the above petition and therefore, it is in the interest of justice that the accompanying application may be treated as an urgent one.

It is prayed accordingly.

APPLICANT

THROUGH:

(OM PRAKASH GOYAL & CO.)
ADVOCATES.

Delhi
Dated: 30/1/13

IN THE HIGH COURT OF DELHI AT DELHI

I. A. No. 1260 2013

IN

WP (C) 1867 / 2012

IN RE

Namrata Singh & Another — Petitioner

Versus

D.G.C.A & Others — Respondents

APPLICATION UNDER ORDER 1 RULE 10 SEEKING IMPLEADMENT IN THE ABOVE PETITION

MOST RESPECTFULLY SHOWETH

1. That the above named writ petition as filed by the petitioner Smt. Namrata Singh alongwith her minor daughter is pending disposal before this Hon'ble Court.

2. That the applicant is the mother of deceased Late Capt. Harpreet Singh Sekhon who was employed with respondent no. 3 and sustained fatal injuries in an accident which took place on 25.05.2011. The deponent was looked after by his Late son and he was the only source of survival for the applicant.

3. That unfortunately after the expiry of her son the applicant the petitioner no. 1 has never bothered to look after the applicant who is in her last leg of life. That it has come to the knowledge of the applicant that the deceased has obtained various insurance coverages. Although the deceased has made the nomination in the name of petitioner no. 1 but the said fact does not mean that the applicant had no right or lien on the said compensation which the petitioner no. 1 has obtained. That the petitioner no. 1 for unknown reasons has never disclosed or distributed the amount of claim she has already received. That as per the information gathered by the applicant the petitioner no. 1 has already received a sum of Rs. 40,00,000/- towards the insurance claim of the deceased Sh. Harpreet Singh Sekhon.

4. That the other son of the applicant is not doing any work. The applicant was solely dependent upon the income of the deceased. The applicant has no the means for subsistence. That the petitioner no. 1 for ulterior reasons has not impleaded the applicant who is the just and necessary party for the proper disposal of the above petition.

5. That as per the information received by the applicant the petitioner has also received the amount which was deposited by the respondents no. 3 & 4. That since the petitioner has already received substantial amount towards the claim as such

it is the applicant who should have been granted the amount which was deposited by the respondent no. 3 & 4 with the W. C. Commissioner.

6. That in view of the facts and circumstances the applicant be impleaded as a party and the petitioner may be directed to pay the share of the applicant from the compensation as already received by her and in case the amount is lying deposited with the WC Commissioner than he may be directed to release the same.

It is therefore, respectfully prayed before this Hon'ble Court, the applicant may be impleaded as party in the above case and the necessary directions in respect of release of compensation amount as prayed may also be passed.

Any other order which this Hon'ble Court may deem fit and proper under the circumstances of the case be also passed in favour of the appellant.

Jagjit Kaur
Applicant

Patiala through

Dated 30/1/13

Counsel

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IN THE HIGH COURT OF DELHI AT DELHI

I. A. No. 2012

IN

WP (C) 1867 / 2012

IN RE

Namrata Singh & Another — Petitioner

Versus

D.G.C.A & Others — Respondents

AFFIDAVIT

I, Jagjeet Kaur W/o Gurbakshish Singh R/o 70 B, Model Town, Patiala aged about 58 years do hereby on solemn affirmation state and declare as under :-

1. That I am applicant and competent to swear this affidavit. That submissions as made in the various paras of the accompanying application are true and correct and no part of it is false and nothing material has been concealed therefrom. The same be read as part of the affidavit and are not reproduced for the sake of brevity

The Seal Of Oath Commissioner Tis Hazari Court, Delhi
Sl. No.-241/2012
KAMLESH CHANDRA BAMOLA
App. By Delhi High Court
Period 19/12/2012 to 18/12/2014

I Identified the deponent who has Signed in my presence

Jagjit Kaur

DEPONENT

Verification

Verified at Patiala on this 29 JAN 2013 th day of 2012 that the contents of the above affidavit are true and correct to my knowledge & belief and that nothing has been concealed therefrom.

Jagjit Kaur

DEPONENT

Identified by Shri ... Jagjit Kaur W/o ... Gurbakshish Singh

Was solemnly affirmed ... 29 JAN 2013 ... contents of the affidavit which have been read & explained to him/her are true & correct to his/her knowledge.

Sl.No.

Oath Commissioner

29 JAN 2013

ADVOCATES WELFARE FUND
DELHI
10 रु
Rs.10
TEN RUPEES

VAKALATNAMA

IN THE COURT OF High Court of Delhi at New Delhi

In Re: Suit/Appeal No. ...../ 20.13...

Namrata Singh ..... Plaintiff / Appellant / Complainant

VERSUS

D.G. C.A. & Other ..... Defendant / Respondent / Accused

KNOW ALL to whom these presents shall come that I/We Jagjit Kaur W/o Sh. Gurbakhsh Singh.

the above named Appellant / Petitioner ..... do hereby appoint

OM PRAKASH GOYAL & CO.

ADVOCATES

High Court :
Chamber No. III/611,
Delhi High Court, New Delhi
(By Appointment only)
email : navneetgoyal.adv@gmail.com

NAVNEET GOYAL
Advocate
E.No. : D-4/1992
Mob. : 9811224831

Distt. Court :
Chamber No. 44 & 45, Ist Floor,
Tehsil Building, Tis Hazari Courts,
Delhi Ph. : 23974688, 23958510
(Mon. to Fri. 4 to 6 PM) (Sat. 11 to 2 PM)

and Shri.....
(hereinafter called Advocate) to be my / our Advocates in the above-noted case and authorize him :-

To act, appear, plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the Appellate Courts including High Court & Supreme Court Subject to payment of fees separately for each court by me/us. AND To sign, file verify and present plaint, petition, pleadings, replications, appeals, cross objections or petitions for executions, review, revision, restoration, withdrawal, compromise or other petitions, replies, objections or affidavits or other documents as may be deemed necessary or proper, for the prosecution of the said case in all its stages.

AND to file and take back documents, to admit and/or deny the documents of opposite party. AND to withdraw, or compromise the said case or submit to arbitration any differences or disputes that may arise touching in or any manner relating to the said case. AND to deposit, draw and receive money, cheques and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course prosecution of the said case. AND to appoint and instruct any other Legal Practitioner authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever they may think fit to do so and to sign the power of attorney on my/our behalf. And I/We undertake that I/We or my/our duly authorized agent would appear in Court on all hearings and will inform the Advocate for appearance, when the case is called.

I/We the undersigned, do hereby agree not to hold the Advocate or his/their substitute responsible for the result of the said case in consequence of his/their absence from the Court when the said case is calling up for hearing or for any negligence of the said Advocate or his/their substitute.

I/We the undersigned do hereby agree to ratify and confirm act done by the Advocate or his/their substitute in the matter as my/our own act as if done by me/us to all intents and purpose. I/We the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the advocate, remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/We hereby agree that once the fee is paid, I/We will not be entitled for the refund of the same in any case whatsoever.

IN WITNESS OF I/We do here up to set my/our hand to there present the contents of which have been understood by me/us on this.....02.....day of .....January.....20.13.....

ACCEPTED SUBJECT TO THE TERMS OF FEES.

Jagjit Kaur

ADVOCATE

CLIENT

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IN THE HIGH COURT OF DELHI AT NEW DELHI

WP(C) 1867/2012

~~MAT.A./FA.O.~~ NO._____ OF 20

~~C.M.NO.~~ _____/~~2012~~

IN THE MATTER OF:

Namrata Singh VERSUS DGCA

NOTICE OF MOTION

TAKE NOTICE that the accompanying application will be listed before court on 4/2/13, 2012 at 10.30 'O' clock in the Forenoon, or so soon thereafter as may be convenient to the court.

(OM PRAKASH GOYAL & CO.)
Advocates for the Appellant.
Ch. No.44-45, Ist Floor, Tehsil Building,
Tis Hazari Courts, Delhi-110054.
Phone: 23974688, 23958510

Delhi.
Dated:

To, 1, Ms. Namrata Singh
2, Director General Civil Aviation
3, Civil Aviation Ministry
4, Air Charter Services
5, Sunil Gaur (CEO)
6, United Airlines

IN THE HIGH COURT OF DELHI AT NEW DELHI

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IN RE:

I. A NO. ____ OF 2013

IN WP (C) NO. 1867/2012

IN THE MATTER OF:-

NAMRATA SINGH & ANRS. ---- Petitioner.

V/S

D. G. C. A & ANRS. ---- Respondent.

भारतीय डाक
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Taxes:Rs.4.00<<Track on www.indiapost.gov.in>>

Rational Business Corporation Pvt. Ltd.

2315

4/2/13

IN THE HIGH COURT OF DELHI AT NEW DELHI

W. P. (C) No. 1867 OF 2012

IN THE MATTER OF:

Namrata Singh and Anr. .....Petitioners

Versus

Director General Civil Aviation (DGCA) and Ors. .....Respondents

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Obj
Refused with objection that not filed within time granted by Hon'ble Court

New Delhi

Date : 30.01.2013

Though

Respondent No. 5

A.K. De
Advocate,
D-27,Laxmi Nagar,
Delhi – 110092.

15660
FILED TODAY
Filing No.....
30 JAN 2013
Deputy Registrar

Objection removed,
Order Dated.
04.2.2013
Court was permission
file reply.
15/2/13

FILED TODAY
Filing No. 25475
15 FEB 2013
Deputy Registrar

R-5

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IN THE HIGH COURT OF DELHI AT NEW DELHI

W. P. (C) No. 1867 OF 2012

IN THE MATTER OF:

Namrata Singh and Anr. .....Petitioners

Versus

Director General Civil Aviation (DGCA) and Ors. .....Respondents

COUNTER AFFIDAVIT ON BEHALF OF THE RESPONDENT NO. 5

I, Jagdish Narang, S/o S.D. Narang, aged about 50 years, Dy. Manager, United India Insurance Co. Ltd., Regional Office-I, Kanchanjunga Building, Barakhamba Road, New Delhi-110001.

I the deponent above named do hereby solemnly declare and affirm as under:-

The Seal of the Oath Commissioner Delhi High Court, New Delhi
Sl. No.82/2012
App. By Delhi High Court
Period 14-9-2012 to 13-9-2014
DRAUPADI BIR

1. That I am working as Dy. Manager in the respondent No. 5 Company and am conversant with the facts of the present case and am competent to depose the present affidavit.

2. That I say that the present Writ Petition is not maintainable against the answering respondent as there is no insurance contract between the petitioners and answering respondent neither have the petitioners claimed any relief against the answering respondent.

3. That I say that the contents of para 1 to 6 of the petition do not relate to the answering respondent and therefore no reply is required on the part of the answering respondent.

4. That in reply to the contents of para 7 of the petition I submit that the respondent no. 3 insured its Aircraft Pilatus – PC – 12/45 Model 2005 with the answering respondent by obtaining Hull all risk policy covering the Aircraft for a sum of Rs. 13.50 crores with third party liability including passenger legal liability of Rs.50 lacs per passenger or a sum of Rs. 270 crores, however, in so far as the crew members

2 (183)

i.e. the pilots were concerned no coverage was given under the policy.

I further submit that the answering respondent settled the claim of the respondent no. 3 against damage to the Aircraft for a sum of Rs. 13.49 crores.

5. That I say that the contents of para 8 to 11 of the petition do not pertain to the answering respondent and therefore no reply is required on the part of the answering respondent.

6. That in reply to the contents of para 12 I submit that the answering respondent vide its letter dated 14.02.2012 furnished the information sought by the legal heirs of the co-pilot intimating that the pilots were not insured under the policy obtained by the respondent no. 3 and that an amount of Rs. 13.49 crores was paid to the respondent no. 3 against damage to the aircraft.

7. That I say that the contents of para 13 to 27 of the petition do not pertain to the answering respondent and therefore no reply is required on the part of the answering respondent. However I submit that since the crew members were not insured under the policy the respondent no. 3 has already deposited the amount payable under the Workmen Compensation Act with the WC commissioner.

8. That in view of the submissions made hereinabove I submits that the present writ petition is not maintainable against the answering respondent and the same is liable to be dismissed as against the answering respondent.

For and on behalf of
United India Insurance Co. Ltd.
Deponent
Deputy Manager

The Seal of the Oath Commissioner Sl. No. 82/2012 DRAUPADI BIR App. By Delhi High Court Period 14-9-2012 13-09-2014 Delhi High Court New Delhi

I identify the Deponant who has Signed in my Presence

Verification :

30 JAN 2013

Verified at New Delhi on this 28th day of January, 2013 that the contents of Paragraphs 1 to 8 of the counter affidavit are true to my knowledge being derived from official records and are based on legal advise received and believed to be true and correct.

CERTIFIED THAT THE DEPONENT shri/Smt. Km. ..... aged S/o. W/o. Sh. S.D. Narang R/o..... Identified by Sh. A.K. De..... has Solemnly affirmed at Delhi on..... that the contents which have been read over to him/her has are true & correct to his knowledge

30 JAN 2013

Oath Commissioner, Delhi

For and on behalf of
United India Insurance Co. Ltd.
Deponent
Deputy Manager

IN THE HIGH COURT OF DELHI AT NEW DELHI

W.P. (C) No. 1887/2012 (BY) 3

Proof service

BLAZEFLASH COURIERS LIMITED

Corporate Office : Blazeflash House, IIIrd Floor, 2E/8, Jhandewalan Extn., New Delhi-110 055
Tel. : 011-64991515, 64991717 Fax : 91-11-40508164

BLAZEFLASH COURIERS LIMITED
AN ANOTHER COURIER COMPANY

FORWARDER AIRWAY BILL NO(NEGOTIABLE)

* 3 1 6 2 3 8 8 3 0 *

ORIGIN | DESTINATION

AGENCY ONLY

VALID FOR LOCAL/NCR

BOOKED BY :

DESCRIPTION CONTENTS

CONSIGNEE

CONTACT PERSON

PHONE

CONTACT PERSON

PHONE

DESCRIPTION	CHARGES
SERVICE CHARGES	0
SERVICE TAX	
OTHER CHARGES	
TOTAL	0

SENDER COPY

VALUE DECLARED | PIECES | KG | DIMS | INSURANCE | INSURANCE AMOUNT

YES NO

THE LIABILITY OF BLAZEFLASH OR ANY LOSS OR DAMAGE TO THE CONSIGNMENT IN TRANSIT OR FOR ANY DELAY IN DELIVERY OF THE CONSIGNMENT SHALL BE STRICTLY LIMITED TO RS. 100/- FOR EACH DOMESTIC CONSIGNMENT. AND RS. 1000/- FOR EACH INTERNATIONAL CONSIGNMENT, IN CASE THE VALUE IS NOT DECLARED, AND INSURANCE CHARGES ARE NOT PAID BY CASH IN ADVANCE AT THE TIME OF BOOKING, FURTHER BLAZEFLASH SHALL ALSO NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR COMPENSATION. NO CLAIM OR COMPLAINT SHALL BE ENTERTAINTED AFTER ONE MONTH FROM THE DATE OF THE CONSIGNMENT NOTE. AS WE DO NOT KEEP PERTAINING TO PROOF OF DELIVERY AFTER EXPIRY OF THE SAID PERIOD. THE ABOVE CONDITION OF BOOKING ARE IN ADDITION TO THE TERMS AND CONDITIONS ON THE REVERSE, WHICH HAVE BEEN UNDERSTOOD ARE ACCEPTED TO ME / US CONSIGNOR HIMSELF SHALL COLLECT THE P.O.D.

Signature Date Time

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N.D.O.H: 23/5/13

IN THE HIGH COURT OF DELHI AT NEW DELHI

Civil Appeal / Civil Revision / Criminal Appellate Jurisdiction
Original
W.P.(C) Civil Writ / Suit No. 1867 of 2012

Namrata Singh & Anr. Petitioner

VERSUS

DGCA & Ors. Respondent

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Dated: this 22nd day of MAY 2013

FILED TODAY
Filing No. 82361
22 MAY 2013
Deputy Registrar

ARUN KHATRI
Advocate For
Petitioner / Respondent
RU-61, Opp. Power House,
Pitampura, ND-34.

May be placed on record as per rule

IN THE HIGH COURT OF DELHI AT NEW DELHI

I.A. No. 1260 of 2012

In

W.P. (C) 1867 OF 2012

Namrata Singh & Anr. .... Petitioner

Versus

DGCA & Ors. ..... Respondents

REPLY ON BEHALF OF PETITIONERS TO APPLICATION UNDER ORDER 1 RULE 10 SEEKING IMPLEADMENT IN THE ABOVE PETITION

MOST RESPECTFULLY SHOWETH:

PRELIMINARY OBJECTIONS:

1. That the present application is wholly misconceived and is liable to be dismissed at the threshold.

2. That the present Writ Petition is filed by the Petitioners seeking compensation for the loss of life of Capt. Harpreet Singh Shekhon, husband of the Petitioner No. 1 and father of Petitioner No. 2, from Respondents No. 1 to 4.

3. That no relief is sought which may have bearing on the Applicant and which affect the Applicant in any way.

4. That it is a settled legal position that a party can be impleaded when it is either a proper party or a necessary party. A necessary party is one without whom no order can be effectively made and a proper party is one whose presence is necessary for a complete and final decision of question involved in the proceedings. Thus,

in the circumstances, Applicant is neither a necessary nor a proper party.

5. That the Applicant is filing the present Application just to take share in the compensation if granted by this Hon'ble Court. Whereas, fact of the matter is Applicant is the mother in law of the Petitioner No.1 who was thrown out of her matrimonial home straight after the death of Late Capt. Harpreet Singh Shekhon. Not only this, she was not even given a single penny out of her share in the family property. Moreover, all the savings and other fixed deposits of the Late Capt. Harpreet Singh Shekhon have been taken by the Applicant and nothing has been given to the Petitioners.

6. It is pertinent to mention that present application is not only frivolous but also false statements were given by the Applicant on affidavit. It is stated that Applicant was looked after by Late Capt Harpreet Singh Shekhon and he was the only source of survival for the Applicant. This is a completely false statement since husband of the Applicant is a retired Punjab Government Servant drawing regular pension and also has 16 acres of agricultural land at Village Channu, Tehsil Lambi District Mukhtasar, from which a minimum amount of Rs 5 lacs is earned every year. In view of this, an inquiry is required to be ordered against the Applicant under Sec 340 Cr.P.C for commiting perjury.

7. In view of these submissions, the present application under reply is liable to be dismissed.

PARAWISE REPLY:

1. That the contents of para 1 are matter of record and needs no rely.

2. That the contents of para 2 are admitted to the extent that Late Capt. Harpreet Singh Shekhon died on 25.5.2011 and Applicant is the mother of the deceased Capt. Harpreet Singh Shekhon. It is denied that Applicant was looked after by Late Capt Harpreet Singh Shekhon and he was the only source of survival for the Applicant. It is submitted that husband of the Applicant is a retired Punjab Government Servant drawing regular pension and also has 16 acres of agricultural land at Village Channu, Tehsil Lambi District Mukhtasar, from which a minimum amount of Rs 5 lacs is earned every year.

3. That the contents of para 2 are wrong and hence denied. It is submitted that if Petitioner received certain coverages as nominee of Late Capt. Harpreet Singh then the Applicant has no right in the same. Secondly, Petitioner No.1 was thrown out of her matrimonial home straight after the death of Late Capt. Harpreet Singh Shekhon. Not only this, she was not even given a single penny out of her share in the family property. Moreover, all the savings and other fixed deposits of the Late Capt. Harpreet Singh Shekhon have been taken by the Applicant and nothing has been given to the Petitioners.

4. That the contents of para 4 are wrong and hence denied. The contents of preliminary objections herein be read as part of the present para under reply.

5. That the contents of para 5 are wrong and hence denied.

6. That the contents of para 6 are wrong and hence denied.

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Contents of prayer clause are wrong and hence denied.

PRAYER:

1. Present Application be dismissed with costs;
2. Pass such other order/s as this Hon'ble Court deems fit in the facts and circumstances of the case.

Petitioner

Through

Arun Khatri
Advocate,
Khatri & Khatri Law Offices,
RU-61, Opp: Power House,
Pitampura, New Delhi - 110034
Ph No.: 9811821185

IN THE HIGH COURT OF DELHI AT NEW DELHI

I.A. No. 1260 of 2012

In

W.P. (C) 1867 OF 2012

Namrata Singh & Anr. .... Petitioner

Versus

DGCA & Ors. ..... Respondents

AFFIDAVIT

Affidavit of Namrata Singh W/o Late Capt. Harpreet Singh Sekhon, aged about 24 years, R/o F-2,6/382 Maruti Apartments, Chitrakoot, Vaishali Nagar, Jaipur presently at New Delhi do hereby solemnly affirm and declare as under:

1. That I am the Petitioner in the present Application and fully conversant with the facts of the present matter and competent to depose thereto.

2. I say that I have read the contents of the accompanying reply which have been drafted by my counsel under my instructions and say that the same are true and correct to my knowledge.

DEPONENT

I Identify the Deponent who has Signed in my Presence

VERIFICATION: 22 MAY 2013

Verified at New Delhi on this _____ day of March, 2013 that the contents of the aforesaid affidavit are true and correct and nothing material has been concealed thereform.

22 MAY 2013

CERTIFIED THAT THE DEPONENT Smt/Sri/Km ..... Identified by ..... has solemnly ..... Delhi on..... that the contents of the ..... which have been read ..... has are true & correct ..... knowledge

Oath Commissioner Delhi.

DEPONENT

MDOH: 23/5/13

IN THE HIGH COURT OF DELHI AT NEW DELHI

Civil Appeal / Civil Revision / Criminal Appellate Jurisdiction
Original
W.P.(C) Civil Writ / Suit No. 1867 of 2012

Namrata Singh & Anr. Petitioner

VERSUS

DGCA & Ors. Respondent

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Dated: this 22nd day of MAY 2013

82358
24 MAY 2013
Deputy Registrar

May be taken on record as per rule.

ARUN KHATRI
Advocate For
Petitioner / Respondent
RU-61, Opp. Power House,
Pitampura, ND-34.

IN THE HIGH COURT OF DELHI AT NEW DELHI

W.P. (C) 1867 OF 2012

Namrata Singh & Anr. .... Petitioner

Versus

DGCA & Ors. ..... Respondents

REJOINDER ON BEHALF OF THE PETITIONERS

MOST RESPECTFULLY SOWETH:

1. That the present Writ Petition is filed by the Petitioners seeking compensation for the loss of life of Capt. Harpreet Singh Shekhon, husband of the Petitioner No. 1 and father of Petitioner No. 2 from Respondents No. 1 to 4.

2. Late Capt. Harpreet Singh Shekhon was employed with Respondent No. 3 and 4 which is an Aircraft Company (Non Schedule Operator) and Respondent No. 1 and 2 being the regulating agency is responsible for the compliances mandatory in law for the Aircraft Companies.

3. Late Capt. Harpreet Singh Shekhon died on 25.05.2011 while piloting flight from Patna to Delhi in Pilatus PC-12, Registration No. VT-ACF owned by Respondent No. 3 and 4. Petitioner No. 1 was pregnant with Petitioner No. 2 at the time of the unfortunate air crash killing Late Capt. Harpreet Singh Shekhon.

4. That the Respondent No. 1 being the regulator of the Aviation Industry, given powers under Rule 133 A of the Aircraft Rules, 1937, to issue Civil Aviation Requirements (CAR) to Aircraft Owners. In exercise of said statutory powers and duties, Respondent No. 1, vide Circular dated 1.6.2010 titled Civil Aviation Requirement Section 3 Air Transport Series 'C' Part III Issue II (hereinafter the "**Circular**") dated 1.6.2010, issued

Minimum Requirements for Grant of Permit to Operate Non Scheduled Air Transport Services. The said Circular is annexed with the Petition.

5. As per the above Circular, for operation of any Non Scheduled Air Transport Services, the permission of Government of India is required. It is also stipulated in the Circular, that this power has been delegated to Respondent No. 1, based on which permission is given by way of issuing Non Scheduled Operators Permit, by the Respondent No. 1.

6. Respondent No. 1 under Item 10 of the said Circular has also laid down "General Requirements". As per clause 10.10 of Item 10 of "General Requirements", it is mandatory for every operator, to maintain a current insurance for an amount adequate to cover its liability towards passengers and their baggage, **crew**, cargo, hull loss etc. Clause 10.10 is reproduced herein below for ready reference.

*'10.10 The operator shall maintain a current insurance for an amount adequate to cover its liability towards passengers and their baggage, **crew**, cargo, hull loss and third party risks in compliance with the requirements of the Carriage by Air Act, 1972, or any other applicable law.'*

7. It is necessary to mention that Pilots and Co-Pilots were not insured by Respondent 3 and 4 (as required under CAR) as evident from the reply to the RTI application filed by the heirs of Co-Pilot, while the Claim paid to Respondent No. 3 and 4 was informed to be huge sum of Rs. 13,49,90,000/- (Rupees Thirteen Crores Forty Nine Lacs Ninety Thousand only). A copy of the RTI application dated 14.02.2012 by Respondent No. 5 is annexed with the Writ Petition.

8. Not only this, it is also evident from the reply filed by the Respondent No. 5 where it is categorically mentioned that no mandatory insurance cover was sought for the Pilot and the Co-

Pilot. Under para no. 4 of the Counter Affidavit filed by the Respondent No. 5, it is categorically stated that Respondent No. 3 and 4 insured its Aircraft Pilatus with the Respondent No. 5 by obtaining a hull risk policy covering the Aircraft for a sum of Rs. 13.5 Crores with Third Party Liability including passenger legal liability of Rs. 50 lacs per passenger or a sum of Rs. 270 Crores, however, in so far as the Crew Members are concerned i.e. Pilots, etc. no coverage was given or sought under the Policy.

9. It is also be categorical mentioning of the Respondent No. 5 in its Counter Affidavit that they have already settled the claim of the Respondent No. 3 and 4 against damage to the Aircraft for a sum of Rs. 13.49 Crores.

10. It clearly means that in the unfortunate air crash, it was only the family of the deceased Pilot which not only suffered the unimaginable emotional loss but also unprecedented financial loss.

11. That it is pertinent to mention that under the Item 10 of General Requirements of the Circular dated 1.6.2010, it is mandatory for the operator to maintain insurance for the crew as per the Carriage by Air Act.

12. That as per Rule 21(1) of the Third Schedule of Carriage by Air Act, the prescribed liability for death in air accident, is One Lac Special Drawing Rights (SDR's), without requirement of proof of loss and carrier cannot limit or exclude its liability, while if any individual contests and proves his net worth and loss to LR's is more, then that much is paid. In other words, statutory minimum compensation for death in air crash as per adopted Montreal Convention is One Lac Special Drawing Rights.

13. That over and above the normal requirements as detailed above, as per Carriage by Air Act, unlimited liability can be imposed on the Operator i.e. Respondent No. 3 and 4 in this case, for willful misconduct as per the Statement of Objects and Reasons of the

Act. The present case is one of willful misconduct as Respondent No. 3 and 4 have deliberately avoided maintaining insurance cover of One Lac Thirteen Thousand One Hundred Special Drawing Rights.

14. That the Respondents are thus liable to compensate the Petitioner's. Respondent No. 1 and 2 as they have failed in fulfilling their duties entrusted upon them by law. Respondent No. 3 and 4 for their willful misconduct of not maintaining adequate insurance cover, as mandatory by law and also under Rule 17 (1) of the Third Schedule of the Carriage by Air Act. As such, all the Respondents No. 1 to 4 are liable jointly and severally to pay compensation to the Petitioner.

15. Not only this even in Chapter VI of the Carriage by Air Act, 1972 pertaining to the General and Final Provisions, under Rule 50, it is a categorical requirement that carriers had to maintain adequate insurance covering their liability under the provisions of the Rules in Carriage by Air Act. Rules 50 is reproduced herein for ready reference:

"50. State Parties shall require their carriers to maintain adequate insurance covering their liability under the provisions of these rules. A carrier may be required to furnish evidence that it maintains adequate insurance covering its liability under the provisions of these rules."

16. Therefore, Respondent No. 1 and 2 being the regulatory agencies and are responsible for overseeing the functioning of Aviation Industry as mandated in the Civil Aviation Requirements (CAR) detailed above. Therefore, the maintenance of adequate coverage as required by the CAR was the responsibility of Respondent No. 1 and 2. It is also important to see how Respondent No. 1 and 2 have issued NSOP to the Respondent No. 3 and 4 despite Respondent No. 3 and 4 not maintaining adequate coverage which is a mandatory condition for the said permit. Respondent No. 1 and 2 have failed miserably in carrying out its obligations and therefore, should be held liable.

17. In same way, Respondent No. 3 and 4 are required in law as explained above to maintain adequate coverage for its crew members which Respondent No. 3 and 4 failed to maintain resulting not only in violation of law but also in loss to the family of Late Capt. Harpreet Singh Shekhon i.e. Petitioner No. 1 and 2.

PARAWISE REPLY TO THE PRELIMINARY OBJECTIONS:

1. That the contents of para 1 are wrong and hence denied. It is denied that the present Writ Petition filed by the Petitioner is not maintainable for the reason that the answering Respondent does not fall under the category of State as defined under Article 12 of the Constitution. It is submitted that the relief sought in the present Petition is against Respondents 1 to 4. Respondent 1 and 2 are the regulatory agency of the Aviation Industry in India. Respondent No. 3 is the Company involved in the business of Air Chartered Services and Respondent No. 4 is the CEO of the Respondent No. 3. That the present Writ Petition is filed seeking compensation for the loss of life of the husband and father respectively of the Petitioners. Respondent No. 1 and 2 were responsible for overseeing whether mandatory insurance is maintained by Respondent No. 3 and 4 or not. Respondent No. 3 and 4 as such are required to maintain mandatory insurance under the CAR as described above.

2. That the contents of para 2 are wrong and hence denied. It is denied that present petition is not maintainable and liable to be dismissed as the sole basis on which the present Petition under reply, has been filed, is completely incorrect. It is further reiterated that the crew members of the Aircraft i.e. Pilot and Co-pilot were not insured. This factum of non-insurance of the crew members can be easily ascertained from the RTI reply of the Respondent No. 5 and as well as from the Counter Affidavit filed by the Respondent No. 5, as stated above. It is denied that Pilots were insured. It is denied that Respondent No. 3 had sent his proposal to Respondent No. 5 and asked for the insurance of the Pilots. It is further submitted that the submission of Respondent

No. 3 that they had asked for the insurance of the Pilots was never corroborated with any documentary proof. Moreover, it is a categorical denial of Respondent No. 5 in their Counter Affidavit that Pilots were never insured. It is submitted that the Respondent No. 5 has been sleeping over the matter and is not settling the claim of the Respondent No. 3. It is categorical submission of the Respondent No. 5 in its Counter Affidavit that they have already paid 13.49 crores to the Respondent No. 3 and 4 towards the hull loss insurance. It is denied that the Answering Respondents had been duly assured by the Respondent No. 5 that all third party claims would be duly and expeditiously paid and settled.

3. The contents of para 3 are wrong and hence denied. It is denied that the present Writ Petition is not maintainable and is liable to be dismissed as the Petitioner has not approached with clean hands. It is denied that anything is concealed.

4. That the contents of para 4 are wrong and hence denied. It is once again denied that the present Petition is not maintainable and is liable to be dismissed as the same contains disputed questions of fact. It is again reiterated that the Pilots of the Aircraft were not insured and is categorically stated by the Respondent No. 5 in its Counter Affidavit. It is further submitted that the Third Party Insurance as indicated by the answering Respondents has nothing to do with the Petitioners or the Deceased Late Capt. Harpreet Singh Sekhon. It is further denied that any insurance of the Pilots have been taken from the Respondent No. 5. It is denied that there is any disputed question of fact involved in the present Petition.

5. That the contents of para 5 are wrong and hence denied. It is denied that Carriage by Air Act provides a compensation amount of Rs. 7.5 Lacs. It is further submitted that the Carriage by Air Act, 1972 is amended in 2009 and third schedule was inserted as per Section 4A. It is further stated that India is signatory to the Montreal Convention and therefore, Section 4A was inserted in

2009. As per the third schedule of the Carriage by Air Act under Rule 50 (as stated above), State Parties shall require carriers to maintain adequate insurance covering their liability under the provisions of the Third Schedule. As per Rule 21(1) for damages arising under Rule 17 not exceeding one lakh SDRs for each passenger, carrier shall not be able to exclude or limit its liability. Thus, one lakh SDRs is the amount for which Respondent No. 1 to 4 cannot exclude their liability. Not only this, Respondent No. 1 under Item 10 of the said Circular (Civil Aviation Requirement stated above) has also laid down "General Requirements". As per clause 10.10 of Item 10 of "General Requirements", it is mandatory for every operator, to maintain a current insurance for an amount adequate to cover its liability towards passengers and their baggage, crew, cargo, hull loss etc. in compliance with the requirements of the Carriage by Air Act, 1972. Therefore, it is denied that the compensation of 1 lakh SDRs is applicable only to the International Flights. It is further stated that the Air Insurance as per the Carriage by Air Act needs to be maintained was categorically mentioned by the Office of Respondent No. 1 in their RTI reply dated 26.12.2011 in the RTI filed by the legal heirs of the co-pilot who also lost his life in the unfateful air crash. That the further contents of the paragraph are wrong and has no applicability in the present Writ Petition.

6. That the contents of para 6 are wrong and hence denied.

7. That the contents of para 7 are wrong and hence denied. It is denied that the instant petition is misconceived and devoid of merits and as such is liable to be dismissed with costs. It is further denied that the relief sought by the Petitioner is legally not tenable. The submissions of para 5 above are reiterated that the Carriage by Air Act is applicable to the Domestic Flights.

8. That the contents of para 8 are wrong and hence denied. It is further submitted that the submission of the answering Respondent in the instant para under reply are wrong and wholly misconceived with no basis at all.

9. That the contents of para 9 are wrong and hence denied.

10. That the contents of para 10 are wrong and hence denied. It is further submitted that as per the Rule 3 of the Aircraft (Investigation of Accidents and Incidents) Rules 2012, the objective of Investigation of the Accidents and Incidents shall be the prevention of Accidents and Incidents and not to apportion blame or liability. It is also the objective of any investigation conducted in accordance in the provisions of these rules shall be separate from judicial or administrative proceedings to apportion blame or liability. Rule 3 of the Aircraft (Investigation of Accidents and Incidents) Rules 2012 is reproduced for ready reference:

"3. Objective of the investigation of accidents and incidents. –
(1) The sole objective of the investigation of an accident or incident shall be the prevention of accidents and incidents and not to apportion blame or liability.
(2) Any investigation conducted in accordance with the provisions of these rules shall be separate from any judicial or administrative proceedings to apportion blame or liability."

Thus, any investigation carried out by the Committee of Inquiry shall not have any bearing on the present Petition for apportioning any blame or liability. Further, as per the cause under Item 3.2 of the Report on Accident of the Aircraft Pilatus PC-12/45, the probable cause of the accident could be attributed to the departure of the Aircraft from the controlled flight due to any external weather related to phenomenon, mishandling of controls, spatial disorientation or a combination of three. With these findings, it is amply clear that even otherwise there cannot be attributed any particular reason to the crash. With this it is also uncertain as to what the answering Respondents seek to submit in the paragraph under reply.

10. That the contents of para 10 are wrong and denied and hence no bearing with the present Writ Petition.

PARAWISE REPLY TO THE REPLY ON MERITS:

1. That the contents of para 1 of the reply on merits are admitted that the deceased Late Capt. Harpreet Singh Sekhon was employed as Pilot with the Respondent No. 3 at the salary of Rs. 2 lakhs per month. The further contents of para under reply are wrong and hence denied. It is further submitted that the Petitioner No. 1 is the wife of the deceased and 24 years of age and Petitioner No. 2 is the daughter of the deceased who was not even born at the time of the unfortunate accident.

2. That the contents of para 2 of the reply on merits are wrong and hence denied. It is denied that the contents of the para 2 of the Writ Petition does not relate to the answering Respondents. Answering Respondents are the owners of the Aircraft Company and Respondent No. 1 is the regulatory agency empowered by the Central Government to regulate the Aviation Industry and activities all over India. Respondent No. 2 is the Ministry exercising administrative controls over attached organizations like the Respondent No. 1.

3. That the contents of para 3 of the reply on merits are not denied.

4. That the contents of para 4 of the reply on merits are not denied. It is further submitted that this is the cause stated in the report of the Inquiry Committee. The contents of para 10 of the parawise reply of the Preliminary Objections above are reiterated. It is further submitted that on 25.05.2011 Capt. Harpreet Singh while piloting a flight from Patna to Delhi in Pilatus PC-12 Registration No. VT-ACF owned by the Respondent No. 3 and 4 died on the spot alongwith all crew members and passengers due to air crash at Parvatiya Colony, Faridabad.

5. That the contents of para 5 of the reply on merits are wrong and hence denied. It is reiterated that the Petitioner has approached the answering respondents time and again. The rest of the contents of paragraph under reply are wrong and hence denied.

6. That the contents of para 6 of the reply on merits are wrong and hence denied. It is further reiterated that for the nonpayment of any compensation, the Petitioner was constrained to serve legal notice on the Answering Respondent to email dated 23.08.2011. But the Answering Respondents failed to comply with the terms of the said Legal Notice.

7. That the contents of the para 7 of the reply on merits are wrong and hence denied. It is further reiterated that the Petitioner questioned the Respondent No. 4 about the insurance claim received by them for the Air Crash which was reportedly about Rs. 14 crores. It is further submitted that the same was denied by the Respondent No. 4 stating that they had not received any claim under any Insurance. On the insistence of the Petitioner, Respondent No. 4 handed over the Insurance Policy issued by the Respondent No. 5 to the Petitioner. It is further submitted that now it is clear from the Counter Affidavit of Respondent No. 5 that the Answering Respondent have already received Rs. 13.49 Crores as Insurance Claim.

8. That the contents of para 8 of the reply on merits are wrong and hence denied. It is further submitted that the Petitioner No. 1 requested Respondent No. 3 and 4 several times for payment of just compensation but Respondent No. 4 kept on delaying the matter on false assurances. Not only this, Answering Respondents have also stopped taking calls of the Petitioner No. 1 and she finally on December 28, 2011 wrote a mail for the settlement of Claim in the said Mail, she also highlighted that she is the single mother supporting an infant without any income. Even the said mail was never replied. That the Petitioner received Rs. 40 lakhs from different coverages is outside the purview of the interest of the Answering Respondents for the simple reason

that for these coverages, Deceased Capt. Harpreet Singh and the Petitioner has paid premium themselves and therefore, it is none of the business of the Answering Respondents. Thus, Answering Respondents cannot escape their liabilities because somebody has taken other coverages.

9 & 10 That the contents of para 9-10 of the reply on merits are wrong and hence denied. It is also submitted that the Answering Respondents are giving vague replies to the submissions of the Petitioner. It is further submitted that That the Respondent No. 1 being the regulator of the Aviation Industry, given powers under Rule 133 A of the Aircraft Rules, 1937, to issue Civil Aviation Requirements (CAR) to Aircraft Owners. In exercise of said statutory powers and duties, Respondent No. 1, vide Circular dated 1.6.2010 titled Civil Aviation Requirement Section 3 Air Transport Series 'C' Part III Issue II (hereinafter the "**Circular**") dated 1.6.2010, issued Minimum Requirements for Grant of Permit to Operate Non Scheduled Air Transport Services. The said Circular is annexed with the Petition. As per the above Circular, for operation of any Non Scheduled Air Transport Services, the permission of Government of India is required. It is also stipulated in the Circular, that this power has been delegated to Respondent No. 1, based on which permission is given by way of issuing Non Scheduled Operators Permit, by the Respondent No. 1.

11. That the contents of para 11 of the reply on merits are wrong and hence denied. It is further reiterated that Respondent No. 1 under Item 10 of the said Circular has also laid down "General Requirements". As per clause 10.10 of Item 10 of "General Requirements", it is mandatory for every operator, to maintain a current insurance for an amount adequate to cover its liability towards passengers and their baggage, **crew**, cargo, hull loss etc. It is further reiterated that Carriage by Air Act does not provides a compensation amount of Rs. 7.5 Lacs. It is further submitted that the Carriage by Air Act, 1972 is amended in 2009

and third schedule was inserted as per Section 4A. It is further stated that India is signatory to the Montreal Convention and therefore, Section 4A was inserted in 2009. As per the third schedule of the Carriage by Air Act under Rule 50 (as stated above), State Parties shall require carriers to maintain adequate insurance covering their liability under the provisions of the Third Schedule. As per Rule 21(1) for damages arising under Rule 17 not exceeding one lakh SDRs for each passenger, carrier shall not be able to exclude or limit its liability. Thus, one lakh SDRs is the amount for which Respondent No. 1 to 4 cannot exclude their liability. Not only this, Respondent No. 1 under Item 10 of the said Circular (Civil Aviation Requirement stated above) has also laid down "General Requirements". As per clause 10.10 of Item 10 of "General Requirements", it is mandatory for every operator, to maintain a current insurance for an amount adequate to cover its liability towards passengers and their baggage, crew, cargo, hull loss etc. in compliance with the requirements of the Carriage by Air Act, 1972. Therefore, it is denied that the compensation of 1 lakh SDRs is applicable only to the International Flights. It is further stated that the Air Insurance as per the Carriage by Air Act needs to be maintained was categorically mentioned by the Office of Respondent No. 1 in their RTI reply dated 26.12.2011 in the RTI filed by the legal heirs of the co-pilot who also lost his life in the unfateful air crash. That the further contents of the paragraph are wrong and has no applicability in the present Writ Petition.

12. That the contents of para 12 of reply on merits are wrong are wrong and hence denied. It is further reiterated that the pilots and co-pilots were not insured by the Answering Respondents as evident from the Counter Affidavit of the Respondent No. 5 and the reply of the RTI Application filed by the legal heirs of the Co-Pilot where as the claim paid to the Respondent No. 3 and 4 is Rs. 13.49 Crores.

13-15 That the contents of paras 13-15 of reply on merits are wrong are wrong and hence denied. It is further reiterated that

no Insurance is maintained for the Pilots or Co-Pilots as evident from the Counter Affidavit filed by the Respondent No. 5.

16-17 That the contents of para 16 of reply on merits are wrong are wrong and hence denied. The contents of the Para 5 of the Petitioners reply to the Preliminary Objection is reiterated and be read as part of the present Para under Reply.

18 That the contents of para 18 of reply on merits are wrong are wrong and hence denied. It is reiterated that the Petitioner is a widow having a daughter of around 1 year. It is also submitted that the Petitioner has not only suffered emotional loss but also the substantial financial loss. It is further submitted that without the compensation sought under the present petition, Petitioner No. 1 is unable to maintain herself and her newly born daughter.

19 That the contents of para 19 of reply on merits are wrong are wrong and hence denied. It is further submitted that the Answering Respondents have not only violated the mandatory provisions of maintaining adequate insurance but also played a fraud on the deceased Capt. Harpreet Singh and his family by not maintaining adequate insurance as mentioned and promised in the appointment letter of the deceased Capt. Harpreet Singh.

20. That the contents of para 20 of reply on merits are wrong are wrong and hence denied. It is further submitted that at time of unfortunate air crash, Deceased Capt. Harpreet Singh was drawing a salary of Rs. 2 lakhs and which bound to escalate in future.

21. That the contents of para 21 of reply on merits are wrong are wrong and hence denied. It is further reiterated that the due to untimely loss of the husband of the Petitioner laid to an extremely difficult situation and the Petitioner is now living a heavily indebted life which will further deteriorate unless the compensation is awarded.

22. That the contents of para 22 of reply on merits are wrong are wrong and hence denied. It is further reiterated and confirmed by the Counter Affidavit of the Respondent No. 5 that the

Answering Respondents have already received Rs. 13.49 crores from the Respondent No. 5.

23-24 That the contents of para 23-24 of reply on merits are wrong are wrong and hence denied.

25 That the contents of para 25 of reply on merits are admitted.

26-27 That the contents of para 26-27 of reply on merits are wrong are wrong and hence denied.

That the contents of prayer clause of the Answering Respondents are wrong and hence denied.

PRAYER

1. In view of the facts and circumstances, Petitioner reiterates and prays for the reliefs sought by Petitioner in the Prayer of the Writ Petition.

2. Reject the reply filed by the Respondents Nos. 3 and 4.

3. Pass any other orders as this Hon'ble Court deems fit and proper in the facts and circumstances of the case.

N. Singh
Petitioner

Through

Arun Khatri
Advocate,
Khatri & Khatri Law Offices,
RU-61, Opp: Power House,
Pitampura, New Delhi - 110034
Ph No.: 9811821185

New Delhi
Dated: 22/5/13

IN THE HIGH COURT OF DELHI AT NEW DELHI

W.P. (C) 1867 OF 2012

Namrata Singh & Anr. .... Petitioner

Versus

DGCA & Ors. ..... Respondents

AFFIDAVIT

Affidavit of Namrata Singh W/o Late Capt. Harpreet Singh Sekhon, aged about 24 years, R/o F-2,6/382 Maruti Apartments, Chitrakoot, Vaishali Nagar, Jaipur presently at New Delhi do hereby solemnly affirm and declare as under:

1. That I am the Petitioner in the present Rejoinder and fully conversant with the facts of the present matter and competent to depose thereto.
2. I say that I have read the contents of the accompanying Rejoinder which have been drafted by my counsel under my instructions and say that the same are true and correct to my knowledge.

I identify the Deponent who has Signed in my Presence

The Seal of the Oath Commissioner Delhi High Court New Delhi

22 MAY 2013

N. Singh
DEPONENT

VERIFICATION:

Verified at New Delhi on this _____ day of March, 2013 that the contents of the aforesaid affidavit are true and correct and nothing material has been concealed therefrom.

22 MAY 2013

Shri/Smt. K... Identified by ... has solem... Delhi on... that the contents of ... which have been read ... has are true & correct ... knowledge

Oath Commissioner Delhi

N. Singh
DEPONENT

of R-3+4

1112

IN THE HIGH COURT OF DELHI AT DELHI

WP (C) 1867/ 2012

IN RE

Namrata Singh & Another — Appellant

Versus

D.G.C.A & Others — Respondents

INDEX

N.D.O.H. 11/12/13

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Recd for Arun Khatri Adv. for Petitioner 26/7/13 9873095799

FILED TODAY
Filing No. 115073
26 JUL 2013
Deputy Registrar

New Delhi — Respondent no 3 & 4

Through Navdeep

Dated: 25/7/13

Navdeep Singh & D.D. Singh
Advocate for the appellant
343, Lawyer Chamber, High Court of Delhi, New Delhi

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IN THE HIGH COURT OF DELHI AT DELHI

WP (C) 1867 / 2012

IN RE

Namrata Singh & Another — Petitioner

Versus

D.G.C.A & Others — Respondents

AFFIDAVIT

I, Sunil Gaur S/o Late Sh K.P.Gaur aged 43 years CEO M/S Air Charter Services P Ltd D-67, Ground Floor, Defence Colony, New Delhi, do hereby on solemn affirmation state and declare as under:-

1. That the deponent is posted in the respondent no 3 company and competent to swear the affidavit.

2. That the respondent company has availed the coverage from the respondent insurance company and the coverage in respect of the pilots was also availed. The respondent insurance company has deliberately not placed on record all the documents which are just and necessary for the disposal of the case. The respondent company be allowed to place on record the copy of proposal form , policy, surveyor report

and other documents. The respondent company is filling the aforesaid documents and same be taken on record. The submissions as made in the present affidavit are true and correct on the basis of the official record.

DEPONENT
(Sunil Gaur)

Verification :

Verified at Delhi on this 26 day of July 2013 that the contents of above affidavit are true and correct to my knowledge and nothing has with concealed therefrom.

26 JUL 2013

DEPONENT
(Sunil Gaur)

I Identify the Deponent who has signed in my Presence

CERTIFIED THAT THE DEPONENT
Identified by ..... Advocate
has solemnly affirmed before me at Sl. No. 80
Delhi on 26 JUL 2013
that the contents of the affidavit
which have been read & explained to
has are true & correct to his knowledge
Oath Commissioner Delhi

AIRCRAFT HULL/ LIABILITIES POLICY

Information Required For The Generation Of Proposal

Name of the Insured : Aircharter Services (P) Limited

Address of the Insured: G+5 Building, 4th Floor , Room No. 402/412, IGI Domestic Airport (Palam), New Delhi -110037)

Description of aircraft:

Passenger seating capacity	2+9
Engine	P & W

Make type and series No	Year of const	Licensed seating capacity	Declared for the purpose of insurance	Registration identification marks	Number and type	Value of extra equipments	Engine No. and type
Piliatus PC-12/45	2005	9+2	Private Charter	VT-ACF	P & W PT6A-67B	NIL	PCEPR 0504 / PC-12

Value of the aircraft

Year of purchase	Price paid	Present value	Value of extra equipment and accessories	Total value of the aircraft for insurance
2011	135000000	135000000	NIL	135000000

Purpose for which aircraft will be used	Private Pleasure & Charter
Geographical limits within which aircraft will be used	Wordwide 617 F
By whom the maintenance is be carried out	In India yet to be decided (As on date Agreement not yet finalised)
Where will the aircraft be usually kept	Delhi
Is the aircraft normally kept in hangar· If yes, State type of Construction of Hanger	No
Expected number of Hours of utilization	500 Hrs.

Please state the details of all accidents losses during last five years

N/a

Please Provide the Past Insurance History : N/a
Name of Past Insurer : N/a
Premium : N/a

Attested

Dr. Mahesh Chander
Sr. Divisional Manager

15 208

Details of pilot who would fly the aircraft

Name	Vincent Fuschelti
Age	35+
Flying experience	18000 Flying Hrs. with 1500o turbine with 100 crossings

Details of Insurance Required

Section II

Rs 270 Cr.

Combined Single Limit required : INR 2500000000/- (Two Hundred Fifty four crore & fifty two lacs only)

Section III
(If answer is YES please provide the Sum Insured)

1 Passenger Liability required	Yes
Limit of Liability per passenger	INR 5000000/ each for 9 Passangers
2 Third Party Liability Limit Required	Yes
Limit of Liability	INR 250,00,00,000
3 Baggage liability required	Yes
Limit per passenger	INR 25000/- each or 9 Passangers
Do you require Hull War risk cover	Yes
Do you Require PA for Pilots	Yes, INR 5000000/-
Do you require LOL for Pilots	No
4 Ferry Flight to be covered	Yes

If yes

1) When is the client getting the possession of the Aircraft	:16/01/2011
2) Where is the aircraft right now?	: Bournemouth U.K
3) Manufacturer's details	:Pilatus PC-12
4) Ferry flight route & details	:Attached
5) Aircraft purchase agreement	: if necessary can provide
6) Is any refurbishment involved? if yes, please provide details	: No
7) Exact Sum insured details	: Provided above
8) Is there any training involved?	: No
9) Name of the Ferry Flight Operator	: Rangeflayer INC
10) Details of Ferry Flight Pilot	:Already Provided

Period of Insurance
From : 16/01/2011 To : 15/01/2012

Signature of the proposer
Date : 11/01/2011

Dr. Mahesh Chande
Sr. Divisional

Sqn. Ldr. KAPIL MOHAN (Retd.)
B.Sc. (Engg.)
Engineer, Surveyor & Loss Assessor
Licence No. : SLA/28945 Valid upto 19.07.2015.
S. Tax Regn. No. : DL/ST/IS/200/2001
Permanent Account No.: AAQPM6085K
E-Mail : kapilmohan49@yahoo.co.uk

C-1, 1636, VASANT KUNJ
NEW DELHI-110070.
PHONE 26894348
26891936
FAX 26894348
Mobile No. : 9811031732

5/209

Without Prejudice

Ref. No. KM/..UIIL/Avn/13068..... Dated....06-06-2011

United India Insurance Co. Ltd.,
Head Office,
24 Whites Road,
Chennai-600014.

SUB. : Interim Survey Report : Loss of Aircraft VT-ACF Due To Crash Landing At Faridabad On 25.5.2011. A/c Air Charters Services P. Ltd. Policy No. 040600/43/10/01/00000002. Endorsement Nos. 040600/43/10/01/82000001 dt.25.01.11 & 040600/43/10/01/82000004 dt.30.01.11.

Dear Sir,

Please refer the above mentioned reported loss for which we were deputed on 26.5.2011 by the office to survey and assess the loss. The subject survey was conducted by me on 26.05.2011 at Parvatia Colony, New Industrial Township, Faridabad. It was learnt that the insured aircraft had crash landed at about 2240 hrs. on 25.5.11 on roof of house no. 1254, Gali No. 3 belonging to Mr. Shobha Ram Sehrawat. There was strong storm in the area and aircraft was seen flying low in night. Its nose direction was opposite to the landing direction after the crash i.e. towards Mathura side instead of being towards Delhi side. The aircraft caught fire after crash and it was resting on roof top of the house. Engine and Propeller had got separated from the aircraft after impact and these were lying in courtyard of the house. The Cockpit front portion and half of the fuselage was badly burnt. Total of five passengers and two crew members died in the crash. Three ladies on ground lost their lives who were sitting on roof of their house. The accident was reported to DGCA.

Based on our initial verifications, a status report dt.26.5.11 was issued by us.

The insured was requested to submit the claim supporting documents as per our mail dt.26.5.2011. We again visited the accident / crash site on 31.5.2011, 01.6.2011 and 02.6.11 to verify the extent of damages to two houses and contents which could not be verified by us on 26.5.2011 due to on going investigations by police, forensic, DGCA and other agencies.

All the Hull claim supporting documents have been verified and collected by us from the insured's office at IGI Domestic Airport, New Delhi. We also visited the office of DGCA at Safdarjung Airport and met Mr. Sharan, Jt. Director General. The clarifications on operation of Medical Evacuation Flight and relevant CAR No. AV.14027/02/2002-AT.1 dt.01.6.2010 were sought from him.

The following interim Hull survey report is issued based on our physical verifications and documents submitted by the insured and verified by us:-

1) **Insured** : M/s Air Charter Services Pvt. Ltd.,
G-5 Building, 4th Floor,
Room No. 402/412,
IGI Domestic Airport, Palam,
New Delhi-110037.

SQN LEADER KAPIL MOHAN SLA 28945 Valid upto 19-7-2015

यूनाइटेड इंडिया इन्श्योरेन्स कं० लि०
United India Insurance Co. Ltd.
07 JUN 2011
मण्डलीय कार्यालय-VI, नई दिल्ली
DIVISIONAL OFFICE-VI, NEW DELHI

Copy fwd

2) **Insurers** : United India Insurance Co. Ltd.,
60, Skylark Building, 5th Floor,
Nehru Place,
New Delhi.

3a) **Policy Number** : 040600/43/10/01/00000002.

3b) **Endorsement Numbers** : i) 040600/43/10/01/82000001 dt.25.01.2011.
ii) 040600/43/10/01/82000004 dt.30.01.2011.

4) **Type of Policy** : Aviation Hull All Risks Policy.

5) **Tenure of Policy** : 16.01.2011 to 15.01.2012

6) **Risk Covered And Sum Insured** : Hull All Risk

a) Fixed Wing Pilatus PC-12/45 Aircraft: Rs.135000000.00
Registration No. : VT-ACF
Sl.No. 632
Mfr. Year : 2005, Turbine Engine.
Seating Capacity : 2 Crew Members + upto 9 Passengers.

b) Third Party Liability including passenger legal liability of Rs.50.00Lacs. Per Passenger and Baggage – Legal Liability of Rs.25000.00 per Passenger. : Rs.2700000000.00

7) **Date & Time Of Accident** : On 25.5.2011 at about 10.40 PM.

8) **Place of Accident** : On roof of house no. 1254/3, Parvatia Colony, New Industrial Township, Faridabad.

9) **Persons Contacted** :
a) Mr. Nitish Arora,
Asst. Mgr. Accounts & Fin.
b) Mr. Sunil Gaur, CEO.
M/s Air Charters Services Pvt. Ltd.,
New Delhi.
c) Mr. Shobha Ram Sehrawat,
Owner : House No. 1254, Gali No3,
Parvatia Colony,
New Industrial Township, Faridabad
d) Mr. Chitranjan Singh,
House No. 1255, Gali No3,
Parvatia Colony,
New Industrial Township, Faridabad

10) **The Accident Details** : The Accident details as narrated by the representative of the insured and collected by us is as follows:--

SQN LEADER KAPIL MOHAN
SLA 26445
Valid upto 19-7-2015

Contd-Pg 3

On 25.5.2011 Capt. Harpreet Singh Sekhon (PIC) and Capt. Manjeet Kataria (Co-pilot) were flying (Medical charter/ evacuation flight) back the insured aircraft VT-ACF from Patna to Delhi along with five passengers i.e. Mr. Rahul- Patient, Mr. Cyril Joy- Medical Attendent, Mr. Ratnesh Kumar- Relative of Patient, Dr. Sayyed Arshad and Dr. Rajesh Jain (Both of Apollo Hospital, Sarita Vihar, Delhi). The insured aircraft was approaching Delhi when it encountered bad weather (strong storm). It appears that the pilot was trying to avoid weather enroute and in the process was flying over / near Faridabad. At about 10:35 PM., the PIC of the insured aircraft had reported to Delhi ATC about bad weather being encountered. Delhi Radar cleared the aircraft to descend to flight level 11000 but the aircraft was seen on Radar as climbing to 14000 feet. Thereafter, the aircraft lost control with the ATC Delhi. The aircraft had subsequently crash landed in Nose down condition on roof of house no. 1254, Gali No. 3, Parvatia Colony, NIT Faridabad.

11) **Our Verifications** : We visited Parvatia Colony, New Industrial Township, Faridabad on 26.5.2011 to verify the loss of insured's aircraft VT-ACF and other ground damages caused due to crash. It was seen that the Rear half of the Fuselage was found resting on roof top of the house no. 1254/3 and front half was hanging on the wall of adjacent house in badly burnt condition. The Nose impact point of the aircraft had made a big hole in the roof of the house. Its nose direction was opposite to the landing direction i.e. towards Mathura side instead of being towards Delhi side. The Engine was seen resting in courtyard of the house and Prop. With Hub was separate and its blades were bent from mid span. The following observations were made:-

a) **Aircraft** :-

i) Aircraft VT-ACF is badly broken and caught fire after crash landing. Its registration number was confirmed from one of the broken panels at site.

ii) Its rear half fuselage and tail plane & fin etc. were seen in badly damaged condition on roof top.

iii) The front half fuselage & cockpit was badly burnt.

iv) Engine and Propeller were found detached from the aircraft. Engine Sl.No. PCE PR 0504 was noted.

v) Various aircraft panels & instruments etc. were scattered on roof top and also on ground.

Note : The aircraft is badly broken and burnt. It is declared as total loss.

b) **Property On Ground** : The following houses were extensively damaged due to crash landing of insured aircraft VT-ACF:-

i) House No. 1254/3, Parvatia Colony, NIT Faridabad : Resident : Sh. Shobha Ram Sehrawat and Family.

ii) House No. 1255/3, Parvatia Colony, NIT Faridabad : Resident : Sh. Chitranjan Singh and Family.

Various house hold contents of both the houses were badly burnt / smoke damaged. Walls / roof cracked and full of black smoke coating.

c) **Loss of Life On Ground** : The following persons died due to aircraft debris and fire:-

SQN LEADER KAPIL MOHAN SLA 2015 Valid upto 19-7-2015

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i) Mrs. Vedvati, Age 46 yrs. Wife of Sh. Shobha Ram.
ii) Mrs. Savita, Age 28 yrs. Daughter of Sh. Shobha Ram.
iii) Mrs. Rani Devi, Age 20 yrs. Daughter In Law of Sh. Shobha Ram.

Few of the rescuers were injured while helping in the rescue act.

d) **Passengers** : All the five passengers on board the aircraft were burnt and died in the crash.

e) **Crew** : Both the pilots were burnt and died in the crash.

12) **Verification From The Insured** : We visited the insured's office on 31.5.2011 at IGI Airport, New Delhi to verify the claim supporting documents and to know the circumstances of accident/ crash. The insured has stated the same facts as mentioned in the accident details. The statement of representative of the insured was obtained and the same is attached with this report (Annexure-II).

13) **Report of CEO** : The CEO of the insured was contacted to know the circumstances of accident. He has stated that the bad weather is cause of accident. Copy of his report dt.30.5.11 is attached as Annexure-III.

14) **Technical Report of AME** : The insured has submitted the AME, Mr. Avadesh Gupta, report dt.30.5.2011 which shows that the aircraft can't be repaired and declared as "Total Loss". Copy of the AME report is attached as Annexure-IV.

15) **Verification of Aircraft Documents** : The following photocopy documents of the Aircraft were obtained by us and details noted.

a)	Certificate Of Registration	:	(Annexure-V)
i)	Name of the Owner / Operator	:	M/s Air Charter Services Pvt. Ltd., D-67, Ground Floor, Defence Colony, New Delhi-110024.
ii)	Certificate No.	:	4179
iii)	Category	:	"A"
iv)	Registration No.	:	VT-ACF
v)	Sl. No., Year of Manufacturing	:	632 / 2005
vi)	Nationality	:	Indian
vii)	Make/ Model	:	Pilatus PC-12/45
viii)	Usual Station	:	Amritsar.
ix)	Date of issue	:	21.01.2011.
b)	Certificate of Airworthiness	:	(Annexure-VI)
i)	Certificate No.	:	6288
ii)	Registration No.	:	VT-ACF
iii)	Sl. No.	:	632
iv)	Category	:	Normal, Passenger.
v)	Date of Issue	:	21.01.2011
vi)	Valid upto	:	11.05.2015
vii)	Minimum Crew Necessary	:	Two
viii)	Max. Weight	:	4500 Kgs.

SQN LEADER KAPIL MOHAN SLA 20949 Valid upto 19-7-2015

Contd. Pages

C) Certificate of Release To Service : The photocopy of the document has been submitted and the same is attached as Annexure-VII. The following details are noted:-

i)	Certificate No.	:	Nil dt.09.5.2011
ii)	Registration No.	:	VT-ACF
iii)	Aircraft Type	:	Pilatus PC12/45
iv)	Date of Issue	:	09.5.2011 at 1437:36 AF hrs..
v)	Inspection Carried Out	:	Propeller Assly. replaced on 09.5.11 as due for overhaul .

16) Pilots Particulars :-

A. Pilot : The particulars of the pilot in command Capt. Harpreet Singh Sekhon has been obtained and the same are given below:-

i)	Licence Type & No.	:	CPL-5251 dt.15.5.2007
ii)	Valid upto	:	14.5.2012
iii)	Endorsement as PIC	:	Pilatus PC-12 dt.03.4.2008.
iv)	Medical Status	:	Fit. Medical valid from 15.6.2010 for twelve months.
v)	Total Flying Experience upto 25.5.2011		:-
	Total Hrs.	:	1512:15 hrs. as on 20.5.2011.
	Total On Type	:	1325:00 hrs.

Copy of licence (Ann.-VIIIA) and medical certificate (Ann.-VIIIB) are found to be in order and attached.

B. Co-Pilot : The particulars of the Co-pilot Capt. Manjeet Kataria has been obtained and the same are given below:-

i)	Licence Type & No.	:	CPL-7312 dt.23.12.2008
ii)	Valid upto	:	22.12.2013.
iii)	Endorsement as PIC	:	PC-12 dt.25.03.2011.
iv)	Medical Status	:	Fit. Medical valid from 27.4.2011 for twelve months.
v)	Total Flying Experience upto 25.5.2011		:-
	Total Hrs.	:	320:24 Hrs.
	Total On Type (01.4.11 to 22.5.11)	:	59:40 Hrs. + 20:00 Hrs. Simulator.

Copy of licence (Ann.-IXA) and medical certificate (Ann.-IXB) are found to be in order and attached.

17) Aircraft Logbooks : The photocopies of the log books of the Aircraft Airframe and Engines were obtained by us and verified. The following information was noted by us from the log books:-

A)	Airframe	:	(Annexure-X)
a)	Registration No.	:	VT-ACF
b)	Type	:	Pilatus PC 12/45
c)	Sl.No.	:	632
d)	Engines Sl.No.	:	PCE PR-0504
	Total Hrs.	:	1485:24 hrs. as on 25.5.2011

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f) Last Inspection : * 100 hrs. and all lower schedule inspection carried out on 23.2.11 at 1295:06 hrs. and on 15.4.2011 at 1392:18 A/F hrs.
* Propeller Sl.no. KX 238 was removed as due for overhaul and an overhauled Propeller sl.no. KX 152 was installed in the aircraft (TSN/TSAO 1622:42 / 00:00 hrs.) on 09.5.11.

B) Engine Particulars : (Annexure-XI)
a) Engine Type : PT-6A-67B
b) Engine Sl.No. : PCE PR-0504
c) Total Time (As on 25.5.11) : 1485:40 hrs.
d) Last Inspection : * C of A inspection carried out on 21.01.2011 at 1249:42 hrs.
* 100 hrs. and all lower schedule inspection carried out on 23.2.11 at 1295:06 hrs. and on 15.04.11 at 1392:18Engine hrs.

C) Propeller Particulars : (Annexure-XII)
a) Engine Sl.No. : PCE PR-0504
b) Propeller Sl.No. : KX 152
c) TSN (On 9.5.11) : 00:00 hrs.
d) Total Time (As on 25.5.11) : 47:48 hrs.

D) Snag Register : There were no existing snags on any system of the Aircraft prior to this accident. Copy of snag register for the period 20.01.2011 to 23.05.2011 was obtained and is found to be in order. Copy attached as Ann.-XIII.

E) Tech Logs : There were no existing snags on any system of the Aircraft prior to this incident. Copy of the flight log book (With PDR) for the period 14.04.11 to 25.5.2011 was obtained and is found to be in order. Copy attached as Annexure-XIV.

F) Lifed Component Record Sheet : The lifed components records sheets and maintenance records of the insured were verified for VT-ACF Aircraft and the same are found to be in order. None of the component is found to be nearing its life expiry.

18) **Air Operator Permit (Non-Scheduled)** : The insured has submitted the copy of the Permit to operate for non scheduled Air Transport Services (Commercial Air Transportation) vide permit no. 15/2008 dt.12.5.2011 valid upto 14.05.2013. The registration number of the insured aircraft VT-ACF appears at Sl.No. 6 of the permit. Copy of the Permit is attached as Annexure-XV.

19) **CAR (Civil Aviation Requirement for Non-Scheduled Air Transport Services:** The insured has submitted the CAR vide File No. AV.14027/02/2002-AT.1 dt.01.6.2010, Section 3 Air Transport Series 'C' Part III (Annexure-XVI). As per this, the insured should full fill the following requirements:-

a) Para 2., 2.3 (page-2) (Applicability & Scope) : Operations with single Engine Aeroplanes shall be conducted only on domestic sector except for medical

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evacuation flights and shall be operated along such routes or within such areas for which surfaces are available which permit a safe forced landing to be executed.

b) Para 9.9.2 (Page -11) (Requirements for continued operation) : For operating to international destinations, permission from DGCA shall be obtained for which a notice period of one day will be required. This notice period may be waived off for medical evacuation flights, relief flights, during natural calamities and ambulance flights, in which case the name of the patient and doctor should be provided to DGCA. However, single Engine aircraft will not be allowed to operate to international destinations except for medical evacuation flights.

The above matter was discussed with Mr. Sharan, Jt. Director General DGCA in his office on 03.6.2011. He has stated that there has been some confusion in the language as per para 2.3 but para 9.2 is very clear. He has confirmed that the subject flight of the insured on 25.5.2011 was meeting all the requirements of CAR and it was an authorised valid flight. There has been no violation of any nature by the operator. The single Engine Aircraft is authorized to fly medical evacuation flights on domestic and international routes.

In view of above, there was no violation of DGCA rules and regulations by the insured.

20) **News Paper Clippings** : The news of Crash of VT-ACF and death of all the seven on board (five passengers & two crews) along with three persons on ground was widely published in the news papers and media. As per news papers and media, the flight was not authorized but the insured confirmed that the said ambulance flight was approved by DGCA and the insured was carrying out the similar flights before & after this accident / crash. In this regard, the insured has submitted the copy of flight plan and DGCA approval for similar flights on similar aircrafts even after the present accident. These were verified and details are given below:-

a) **Medical Evacuation Flights conducted ON and prior to 25.5.2011** :-

i) On 25.5.2011 VT-ACG : Delhi-Patna.
ii) On 25.5.11 VT ACF: Delhi-Patna.
iii) On 25.5.11VT-ACF : Patna-Delhi (CRASHED) **(Flight plan is attached as Annexure-XVII.**
iv) On 02.5.11 VT-ACG : Delhi-Patna.
v) On 03.5.11 VT-ACG : Delhi-Raipur.
vi) On 04.5.11 VT-ACG : Patna-Delhi.
vii) On 09.5.11 VT-ACG : Delhi-Rewa.

b) **Medical Evacuation Flights conducted after 25.5.2011** :-

i) On 30.5.2011 VT-MEG : Between Delhi-Guwahati-Delhi.
ii) On 02.6.11 VT-ACG : Between Delhi-Udaipur-Delhi.

It can be seen that the above medical flights on Pilatus PC-12 have been duly approved by DGCA / ATC. Copies of the flight plan, tech logs and Airframe log books of the above two flights were verified and copies are attached as Annexure-XVIII.

21) **Accident Reporting** : The subject accident has been reported by the Insured to The Director of Air Safety (DGCA) vide their mail dt.26.5.2011 (Air

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Accident Report). The copy of the mail dt.26.5.11 with Air Accident report was obtained and is attached with this report (Annexure-XIX).

22) **Police Report** : Copy of the police report i.e. Daily Station Diary (GD Entry No. 2(A) dt.26.5.2011 in respect of accident was issued by Mr. Ashwani Kumar, ASI. The case has been registered under section 174 I.P.C. i.e. Death due to Aircraft crash. The DD was verified by us at P.S. Saran, Faridabad and it is found to be in order. Copy of the police report is attached as Annexure-XX.

23) **Weather Report** : As per local residents, news paper clippings and insured's statement, there was very strong storm in the area at the time of accident / crash.

24) **Injuries To Passengers & Crew** : Mr. Sunil Gaur, CEO of the insured, was contacted to know the facts of the case. He has stated the same facts as mentioned in the accident details. He has also provided us the copy of the passenger manifest. The following passengers and crew members were on board the Aircraft VT ACF at the time of accident:-

a) **Passengers** :-
i) Dr. Sayyed Arshad.
ii) Dr. Rajesh Jain.
iii) Mr. Rahul- Patient.
iv) Mr. Cyril Joy -Nurse.
v) Mr. Ratnesh Kumar- Escort.

Copy of the manifest is attached as Annexure-XXI.

b) **Crew Members** :-
i) Capt. Harpreet Singh Sekhon, PIC.
ii) Capt. Manjeet Kataria, Co-pilot,

All the crew members and passengers lost their lives in the accident. Copies of their post mortem reports were obtained and these are found to be in order. Copies of the post mortem reports are attached as Annexure-XXII.

25) **Third Party Damages** : We visited the house no. 1254 & 1255, Gali no. 3, Parvatia Colony, Faridabad on 26.5.2011 & 31.5.2011 and contacted the head of the family. Their statements on circumstances and extent of losses were recorded and the photocopies of the statements are attached with this report (Annexure-XXIII & Annexure--XXIV). The complete inventories of contents were also made by us. The assessment of the loss would be done in coordination with civil administration of Faridabad.

a) **Ground Casualty** : The following three persons on ground lost their lives:-

i) Mrs. Vedwati W/o Mr. Shobha Ram.
ii) Mrs. Savita, Daughter of Mr. Shobha Ram.
iii) Mrs. Rani Devi, Daughter in law of Mr. Shobha Ram.

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b) **Damages To Houses & Contents** : House No. 1254 & 1255 and contents had got badly burnt / damaged /heat / water damaged. The civil assessment to building and contents would be done in due course.

26a) **Probable Causes of Accident** : The HAR policy covers the accidental damages to the aircraft. The aircraft accidents are mostly caused due to following reasons:-

i) Bad Weather i.e. Storm, lightning, gail storm etc..
ii) Electrical / Mechanical breakdown of aircraft critical systems i.e. Engine or flying controls etc..
iii) FOD i.e. Foreign Object Damages to aircraft due to bird strike etc..
iv) Pilot error due to misjudgement of various situations inside Cockpit or outside the aircraft.

All the above situations are covered as per the policy terms and conditions.

26b) **Cause of Loss** : As per the discussions with insured, local residents at crash site, DGCA officials , media reports and our opinion, the Aircraft VT-ACF got into severe dust storm over Faridabad area while approaching Delhi airport and pilot lost control of it. The pilot had not reported any malfunction of any aircraft system except bad weather encountered. As per the opinion in post mortem reports, all the Passengers & Crews Members and persons on ground (Three nos.) had died due to shock as a result of extensive burn of antemortem nature which are likely to be caused due to aircrash. The accident / crash took place due to bad weather. The cause of accident is also being investigated by DGCA.

27) **Opinion** : Based on above facts and verifications of various documents, the following opinion is formed:-

a) The Aircraft was airworthy for the flight.
b) All the log books and other records of maintenance of the Aircraft have been verified by us and these are found to be in order.
c) There was no violation of any rules and regulations issued by competent authority i.e. DGCA.
d) The loss is within the scope of the policy issued to the insured.

28) **Basis of Assessment** : The following basis have been adopted while assessing the for HULL Claim:-

a) **HULL** : The insured aircraft VT-ACF is declared as total loss. The loss has been assessed on the basis of agreed value as per policy.

b) **Passengers & Baggage** : Only legal liability limit has been specified for the passengers and baggage in the policy.

c) **Third Party Liability (TPL)** : Only, the legal liability cover has been granted for persons. The assessment for property damage would be done separately after receipt of claim supporting documents from the third party / insured.

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d) Supplementary Expenses : There is no coverage for supplementary expenses (AVN 76) in the policy.

29) **Loss Assessment** : The following is our loss assessment for Hull Claim:-

A) **Loss of Aircraft:-**

Sum Insured	:	Rs.135000000.00
Amount Allowed	:	Rs.135000000.00
Less : Salvage (Scrap value)	:	Rs. 10000.00
Net Loss	:	Rs.134990000.00

(Rupees Thirteen Crores. Forty Nine Lacs. And Ninety Thousand Only).

Hence, the net loss is assessed for Hull claim as Rs.134990000.00 (Rupees Thirteen Crores. Forty Nine Lacs. And Ninety Thousand Only) as full settlement, as per terms and conditions of the policy.

Remarks :-

1) The loss assessment for Property damages would be done on receipt of claim supporting documents in due course of time.
2) Claim form duly filled up is attached with this report as Annexure-I.

This report is issued without prejudice.

(KAPIL MOHAN)
SURVEYOR

SON LEADER KAPIL MOHAN
SLA
28945
Valid upto
19-7-2015

Sqn. Ldr. KAPIL MOHAN (Retd.)
B.Sc (Engg.)
Engineer, Surveyor & Loss Assessor
Licence No SLA/28945 Valid upto 19.07 2015
S. Tax Regn. No. : AAQPM6085KST001
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26891936
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Mobile No. : 9811031732

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Without Prejudice

Ref No KM/UII/AVN/9815 Dated 15-11-2011

United India Insurance Co. Ltd.,
Head Office,
24 Whites Road,
Chennai-600014.

SUB : Final Survey Report : Loss of Aircraft VT-ACF Due To Crash Landing At Faridabad On 25.5.2011. A/c Air Charters Services P. Ltd. Policy No. 040600/43/10/01/00000002. Endorsement Nos. 040600/43/10/01/82000001 dt.25.01.11 & 040600/43/10/01/82000004 dt.30.01.11.

Dear Sir,

Please refer our interim survey report no. KM/UII/AVN./3068 dt.06.6.2011 in respect of above mentioned loss. This report was issued only for Hull Loss because PA passengers, crew and third party liability claim supporting documents had not been provided to us by the insured.

The insured has been constantly reminding us for the claim settlement in respect of crew, passengers and loss of life property on ground as a result of crash of insured aircraft. In this regard, please refer para 11b, 11c, 11d and 11e of our interim survey report.

We have made extra ordinary efforts to contact various parties involved in the accident and consequent third party claims. The final set of documents has been received by us from the insured on 09.11.2011. In order to obtain and to verify the details of the claims as per para 11b, 11c, 11d and 11e, the following were contacted by us and various documents were verified:-

1) **M/s Air Charter Services P. Ltd., Insured** : Mr. Nitish Arora, Mgr. Fin. Was contacted for various documents. He informed us that the Crew (Both Pilots) and passengers were covered under the Legal Liability clause attached to the Hull Policy. Details of Crew and Passengers are given in our survey report dt.06.6.2011.

He has also provided us the copies of the formal claim lodging letters received by them from the parents / next of kin of Pilots and the patient (Mr. Rahul Raj) and his cousin attendant (Mr. Rajesh Kumar). Refer para 24aii and 24av of report.

It was confirmed by Mr. Nitish that no other claim has been lodged on them by any one else. The following are the details of the TP claims:-

Sl.No.	Description	Amount Claimed (Rs.)	Claimant
a)	Capt. Harpreet Singh Sekhon - PIC	20997000.00	Wife of Capt. Harpreet Singh Sekhon.
b)	Manjit Kataria-Co-Pilot	10000000.00	Legal Notice by Advocate.
c)	Master Rahul Raj	20750000.00	Sh. Rajesh Kumar.

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			Father of Mr. Rahul Raj.
d)	Master Ratnesh Kumar	20750000.00	Sh. Rabindra Prasad, Father of Mr. Ratnesh Kumar.
e)	Ms. Savita	5000000.00	Husband.
f)	Ms. Vedwati	5000000.00	Legal Liability.
g)	Ms. Rani Devi	5000000.00	Legal Liability.
h)	Dr. Rajesh Jain	5000000.00	Legal Liability
i)	Mr. Cyril P Joy	7500000.00	Father of Mr. CP Joy
j)	Dr. Syed Arshad	5000000.00	Legal Liability

a) A letter dt.23.8.11 from Mrs. Namrata Singh W/o Capt. HS Sekhon. She has claimed Rs.20992000.00 (Rupees Two Crores. Nine Lacs. And Ninety Two Thousand only) towards the compensation. Copy attached as Annexure-I.

b) A Legal notice dt.03.10.2011 from Sh. Arun Khatri, Advocate for death claim of Pilot Sh. Manjeet Kataria. An amount of Rs.1.00 Crores. (Rupees One Crore. Only) has been claimed as compensation. Copy attached as Annexure-II.

c) A letter dt.22.7.11 from Sh. Rajesh Kumar, Father of Master Rahul Raj, Patient who died in the aircrash. Sh. Rajesh Kumar has claimed Rs.2.00 Crores. (Rupees Two Crores. Only) as the compensation. Copy is attached as Annexure-III.

d) A letter dt.22.7.11 from Sh. Rabindra Prasad (Brother of Sh. Rajesh Kumar), Father of Sh. Ratnesh Kumar, Attendent of Master Rahul Raj, Patient who died in the aircrash. Sh. Rabindra Prasad has claimed Rs.2.00 Crores. (Rupees Two Crores. Only) as the compensation. Copy is attached as Annexure-IV.

e) A letter dt. Nil from Mr. Naresh Husband of Mrs. Savita. He has claimed Rs.50.00 Lacs. as compensation. Copy is attached as Ann.-V.

2) **M/s Apollo Hospital, Sarita Vihar, New Delhi** : We were aware that two doctors and one male nurse were also travelling in the air ambulance aircraft when it met with the accident. All the three lost their lives in the crash. Refer para 24ai, ii & iv of the report.

The following officials were contacted at the Hospital:-

a) Mr. Shiv Kumar, VP Operations.
b) Mr. CP. Tyagi, GM Finance.
c) Mr. Rohit Kumar, GM HR.
d) Mr. Sanjay Saxena, Asstt. Mgr. HR.

A meeting was held in the office of Mr. Tyagi on 09.8.2011 and our purpose of visit was explained to them. Unfortunately, they had no clue about the subject and did not know how to proceed further.

They were requested to submit the following documents as per our mail dt.09.8.2011:-

i) Appointment letters of Doctors and Male Nurse.
ii) Details of nominees declared by them in official records with documentary evidence.

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iii) Last drawn salary certificate of all the three and calculation for cost to company (CTC).
iv) Copy of agreement with M/s Air Charter Services, if any.
v) Copy of requisition document to M/s Air Charter for flight on 25.5.2011.
vi) Details of payment received from patient family for Charter flight and payments made to flight operator.
vii) Copies of the claim letters received from next of kin / legal heirs for the financial compensation for the loss of life.
viii) Copies of death certificates and post mortem reports of doctors and nurse.

The readiness of the available documents was confirmed by HR department. We again visited the hospital on 02.9.2011 and collected the following documents submitted by the HR officials in respect of doctors and male nurse:-

- Salary details.(Annexure-VI)
- Death certificates. (Annexure-VII)
- Post Mortem reports. (Annexure-VIII)
- Letter of appointments. (Annexure-IX)
- Letters of contract agreements. (Annexure-X)

We have been provided with the contact address of the documents / nurse as per the details given below:-

a) Dr. Rajesh Jain. Address : 2, Gautam Nagar, Meerut Road, Ghaziabad.
b) Dr. Syed Arshad Abbas. Address : Nowlari, Pattan, Distt. Baramulla, J & K-193121.
c) Mr. Cyril P. Joy. Address : Punnackapadavi (House), Vazhakulam PO, Muvattupuzh-686670, Kavana, Distt. Ernakulam, Kerala.

The HR department of the hospital has confirmed vide mail dt.08.9.2011 that no communication of any nature has been received by them from the families of doctors / nurse after the crash. However, we have received a letter dt. Nil vide mail dt.13.10.2011 from Sh. Joy Cyriac, Father of Male Nurse Mr. Cyriac P. Joy. Copy attached (Annexure-XI). Sh. Joy Cyriac has claimed Rs.75.00 Lacs. (Rupees Seventy Five Lacs Only) as compensation.

The finance department of hospital has confirmed that they did not have any written agreement with M/s Air Charters P. Ltd. for the said flight. Mostly, the flights are arranged on telephone.

3) **Residents at Faridabad** : The two houses had got damaged on ground due to crash of insured aircraft. We visited the residences of following persons on 04.9.2011 and 20.9.11 at Faridabad:-

a) Sh. Shobha Ram : Address : H.No. 1254/3, Part-2, NIT, Faridabad.
b) Sh. Chitranjan Singh, S/o Ms. Leelawati, Address : H.No. 1255/3, Part-2, NIT, Faridabad.

The insured aircraft had crashed over their houses and damaged them. Three family members of Sh. Shobha Ram had also died due to crash. They were requested to co-operate in our verifications. Their statements were recorded and copies are attached (Annexure-XII & XIII).

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Both the persons co-operated with us and a detailed inventory was prepared by us for damages to the property on ground. Refer para 11b of our report dt.06.6.2011. The details of damages noted by us (Refer para 25 of report).

We also visited the office of DC Faridabad and obtained the reports / detailed report of damages to house hold goods and property. Copies are attached as Annexure-XIV & XV.

The statements of Sh. Shobha Ram and Sh. Chitrangan were recorded again and the same are attached as Annexure-XVI & XVII.

The following damages to Property have been seen by us:-

a) **Mr. Shobha Ram:-**

Sl.No.	Description	Qty.	Remarks
i)	TV Trolley	1 no.	Burnt /partly burnt, broken and smoke damaged.
ii)	Dressing Table	1 no.	Burnt /partly burnt, broken and smoke damaged.
iii)	Wooden Bed 6' x 4 ½'	1 no.	Burnt /partly burnt, broken and smoke damaged.
iv)	Centre table wooden 4' x 2 ½'	1 no.	Burnt /partly burnt, broken and smoke damaged.
v)	Folding Pipe Bed 3' x 6'	1 no.	Burnt /partly burnt, broken and smoke damaged.
vi)	Plastic chairs	4 no.	Burnt /partly burnt, broken and smoke damaged.
vii)	Bed Wooden 6'x 6'	1 no.	Burnt /partly burnt, broken and smoke damaged.
viii)	Steel Chairs	2 no.	Burnt /partly burnt, broken and smoke damaged.
ix)	Hero Honda Motor Cycle	1 no.	Burnt /partly burnt, broken and smoke damaged.
x)	Color TV 22"	1 no.	Burnt /partly burnt, broken and smoke damaged.
xi)	Semi Automatic Washing machine	1 no.	
xii)	Desert Cooler 22"	1 no.	
xiii)	DVD Player (BPL)	1 no.	
xiv)	Music System (Local)	1 no.	
xv)	Bed with side table 6'x6'	1 no.	
xvi)	Plastic Desert Cooler 24"	1 no.	
xvii)	Ceiling Fans 42"	3 no.	
xviii)	Voltas Fridge 180 ltr.	1 no.	
xix)	Steel Almirah	1 no.	
xx)	Inverter with Battery 800 KVA	1 no.	Batteries ok.
xxi)	Quilts cotton	8 no.	
xxii)	Bed Sheets	13 no.	

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xxiii)	Pillows	8 no.	
xxiv)	Gas Stove 2 burner	1 no.	
xxv)	Gas Cylinder	1 no.	
xxvi)	Utensils (Steel)	Lots	
xxvii)	Water Motor Pump	1 no.	
xxviii)	Plastic Water Tank 1000 ltr.	1 no.	
xxix)	Water Cooler / Filter	1 no.	
xxx)	Wash Basin	1 no.	
xxxi)	House Building		

Note : The aircraft had crashed on roof top of the house and made a big hole in the roof. All the walls/ roof etc. of the house had cracked due to impact. The house was found not safe for living.

b) **Mr. Chitranjan Singh S/o Smt. Leelawanti:-**

Sl.No.	Description	Qty.	Remarks
i)	Whirlpool Fridge 180 ltr.	1 no.	Burnt, heat / smoke damaged, broken
ii)	Microwave Oven Whirlpool	1 no.	
iii)	Split AC 1.5 ton (Whirlpool)	1 no.	
iv)	Washing Machine	1 no.	
v)	Inverter with batteries 800 KVA	1 no.	
vi)	Steel Sheet Storage Tank for Wheat (500 Kg.)	1no.	
vii)	Wheat	500 kg	
viii)	Plastic water tank 1000 ltr. / 500 ltr.	2 no.	
ix)	Wooden Diewan 6'x 4'	1no.	
x)	Motor Cycle (Bajaj Caliber) 1999 model	1 no.	Partly damaged.
xi)	Gas cylinder	1 no.	Missing
xii)	Mobile phone (Samsung (9212700604)	1 no.	
xiii)	Computer with printer	1 set	
xiv)	School Books	Lots	
xv)	School Bags	2 no.	
xvi)	Ceiling Fan 48"	2 no.	
xvii)	Wooden table 2'x3'	1 no.	
xviii)	Plastic chairs	4 no.	
xix)	Curtains (Door & Window)	8 no.	
xx)	Utensils	Lots	
xxi)	Folding Bed (Pipe)	1 no.	

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xxii)	AC Stabiliser 5KVA	1 no.	
xxiii)	Bed Sheets	4 no.	
xxiv)	Pillows	6 no.	
xxv)	Quilts	4 no.	
xxvi)	Tube lights 4'	3 no.	
xxvii)	Blub	3 no.	
xxviii)	House wiring	Lots.	
xxix)	House Building		

Note : The outer boundary wall of the house had been demolished by the Civil Administration to remove the wreckage of the aircraft.

4) **Verification From DC Office At Faridabad** : The extent of damages report from DC Office was obtained for both the residents. This report outlines the extent of damages to building and house hold goods / contents of both the houses. The following details were noted from the reports:-

a) **House of Sh. Shobha Ram** :

Sl.No.	Description	Qty.	Amount (Rs.)
i)	Repairing of house	1 no.	700000.00
ii)	Fridge	2 no.	16000.00
iii)	TV	1 no.	10000.00
iv)	Bed	2 no.	16000.00
v)	Sofa	2 no.	10000.00
vi)	Cooler	2 no.	7000.00
vii)	Dressing table	1 no.	2500.00
viii)	Washing machine	1 no.	7000.00
ix)	Wheat	6 bags	7200.00
x)	Water Tank	1 no.	3500.00
xi)	Wheat Tank	1 no.	2000.00
xii)	Inverter with batteries	1 set	12000.00
xiii)	Clothes	Lots	55000.00
xiv)	Gold	100 gms.	235000.00
xv)	Silver	1 kg.	57500.00
xvi)	Utensils	Lots	25000.00
xvii)	Chairs	8 no.	2400.00
xviii)	Motor Cycle	1 no.	42000.00
	Total		**1210100.00**

Note : **Copy of DC report is attached.**

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b) **House of Sh. Chitranjan Singh** :-

Sl.No.	Description	Qty.	Amount (Rs.)
i)	Repairing of house	1 no.	150000.00
ii)	Motor Cycle	1 no.	42000.00
iii)	AC	1 no.	18000.00
iv)	Fridge	1 no.	8000.00
v)	TV	1 no.	10000.00
vi)	Bed	1 no.	15000.00
vii)	Utensils	Lots	15000.00
viii)	Computer	1 set	15000.00
ix)	Water tank	1 no.	3500.00
x)	Washing machine	1 no.	7000.00
xi)	Wheat	5 bags	6000.00
xii)	Wheat Tank	1 no.	2000.00
	Total		**291500.00**

Note : **Copy of DC report is attached.**

5) **Death Certificates & Post Mortem Reports** : Sh. Shobha Ram has submitted the post mortem report, and death certificates of his family members who had died due to crash:-

a) Mrs. Vedwati W/o Mr. Shobha Ram.
b) Mrs. Savita, Daughter of Mr. Shobha Ram.
c) Mrs. Rani Devi, Daughter in law of Mr. Shobha Ram.

Refer para 25a of the report dt 06.6.2011. The death certificates and post mortem reports were verified at Faridabad and these are found to be in order. Copies are attached as Annexure-XVIII, XIX & XX.

6) **Opinion** : Based on above facts and as per policy terms and conditions, the following opinion is made:-

a) **Loss of Life of Passengers** : The following passengers are covered as per policy:-

i) Dr. Sayyed Arshad.
ii) Dr. Rajesh Jain.
iii) Mr. Rahul- Patient.
iv) Mr. Cyril Joy -Nurse.
v) Mr. Ratnesh Kumar- Escort / Attendent of patient.

Note : Refer para 24a of the report dt 06.6.2011. The policy has the maximum limit of legal liability of Rs.50.00 Lacs. for each passenger.

b) **Loss of Property** : Loss of Property on ground is covered under third party liability (TPL) clause attached to the policy. The damages to the property of Sh. Shobha Ram (As per para 4a) and Sh. Chitranjan Singh (As per para 4b) above is covered as per policy. The policy has the limit of Rs.270.00 Crores. per incident. The assessment has been done on the present day market rates for various items verified by us. Silver / Gold items claimed by Sh. Shobha Ram were not seen / verified by us. Hence, not allowed.

c) **Loss of Life On Ground** : Three Ladies from the family of Sh. Shobha Ram died on ground due to crash of aircraft on their house. Refer para 5 above. The loss of life is covered under liability coverage given in the policy. The policy has the limit of Rs.270.00 Crores. per incident.

d) **Loss of Life of Pilots** : The loss of life of both the Pilots is covered as per the policy terms and conditions. Copies of appointment letters and death certificates of both pilots are attached as Annexure-XXI & XXII. The endorsement no. AVN 74 attached to the policy refers in this regard. The policy has the coverage for total ten persons on board i.e. 08 (Eight) passengers and 02 (two) pilots.

In the present case, there were total 07 (Seven) persons on board i.e. 02 (Two) Pilots and 05 (Five) Passengers. Refer para 24a and 24b of the report.

7) **Loss Assessment** : The following losses are being assessed as per the policy terms and conditions:-

A) **Loss of Life (Passengers & Crew)** : The next of kin of dead have claimed more than the amount as mentioned in the policy. The claim has been assessed as per the policy terms.

Total no. Dead	:	07 nos.
Legal Liability Limit / person	:	Rs.5000000.00 / each
Total Max. Legal Liability	:	5000000.00 x 7
	:	Rs.35000000.00

(Rupees Three Crores. And Fifty Lacs. Only).

Note : The legal liability is to be decided by the Court. Any amount over and above legal limit, decided by the courts, would be the liability of the insured.

B) **Loss of Life On Ground** :-

Total no. Dead	:	03 nos.
Legal Liability Limit / person	:	Rs.5000000.00 / each
Total Max. Liability	:	5000000.00 x 3
	:	Rs.15000000.00

(Rupees One Crore. And Fifty Lacs. Only).

Note : The legal liability is to be decided by the Court. Any amount over and above legal limit, decided by the courts, would be the liability of the insured.

C) **Loss of Property On Ground** : The loss has been allowed as per our physical verifications and based on present market rates.

Contd. Page 9

a) **House of Sh. Shobha Ram**

Sl. No.	Description	Qty. Claimed / Allowed	Amount Claimed (Rs.)	Amount Allowed (Rs.)	Remarks
i)	Repairing of house	1 no. / 1 no.	700000.00	650000.00	
ii)	Fridge	2 no. / 1 no.	16000.00	8000.00	
iii)	TV	1 no. / 1 no.	10000.00	10000.00	
iv)	Bed	2 no. / 2 no.	16000.00	15000.00	
v)	Sofa	2 no./ nil	10000.00	00.00	
vi)	Cooler	2 no./ 1 no.	7000.00	3500.00	
vii)	Dressing table	1 no./ 1 no.	2500.00	2500.00	
viii)	Washing machine	1 no. / 1 no.	7000.00	7000.00	
ix)	Wheat	6 bags / nil	7200.00	00.00	Not seen.
x)	Water Tank	1 no. / 1 no.	3500.00	3500.00	
xi)	Wheat Tank	1 no./ nil	2000.00	00.00	Not seen.
xii)	Inverter with batteries	1 set	12000.00	9000.00	Only Inverter allowed.
xiii)	Clothes	Lots / lots	55000.00	55000.00	
xiv)	Gold	100 gms./ nil	235000.00	00.00	Not seen. No FIR.
xv)	Silver	1 kg. / nil	57500.00	00.00	Not seen. No FIR.
xvi)	Utensils	Lots / Lots	25000.00	25000.00	
xvii)	Chairs	8 no. / 6 no.	2400.00	1800.00	
xviii)	Motor Cycle	1 no./ nil	42000.00	00.00	
	Total		1210100.00	791300.00	
	Less : Salvage @05%			39565.00	
	Net			751735.00	

(Rupees Seven Lacs. Fifty One Thousand Seven Hundred And Thirty Five Only)

Note : Gold / Silver has been reportedly stolen for which no FIR has been lodged. Hence, not allowed.

b) **House of Sh. Chitranjan Singh S/o Leelawanti**

Sl. No.	Description	Qty. Claimed / Allowed	Amount Claimed (Rs.)	Amount Allowed (Rs.)	Remarks
i)	Repairing of house	1 no. / 1 no.	150000.00	150000.00	
ii)	Motor Cycle	1 no. / 1 no.	42000.00	12000.00	Cost of repairs only
iii)	AC	1 no. / 1 no.	18000.00	18000.00	
iv)	Fridge	1 no. / 1 no.	8000.00	8000.00	
v)	TV	1 no. / 1 no.	10000.00	10000.00	
vi)	Bed / Wooden Dewan	1 no./ 1 no.	15000.00	15000.00	

vii)	Utensils	Lots/ Lots	15000.00	8000.00	
viii)	Computer	1 set / 1 set	15000.00	15000.00	
ix)	Water tank	1 no. / 1 no.	3500.00	3500.00	
x)	Washing machine	1 no. / 1 no.	7000.00	7000.00	
xi)	Wheat	5 bags / 5 bags	6000.00	6000.00	
xii)	Wheat Tank	1 no. / 1 no.	2000.00	2000.00	
	Total		291500.00	254500.00	
	Less Salvage@5%			12725.00	
	Net			241775.00	

(Rupees Two Lacs. Forty One Thousand Seven Hundred And Seventy Five Only)

Note : The insured has given some relief to persons affected on ground. This was done after discussions with local administration of Faridabad. The details are given below:-

a) Rs.200000.00 (Rupees Two Lacs. Only) to Mr. Shobha Ram. A/c Mrs. Vedwati W/o Mr. Shobha Ram.
b) Rs.200000.00 (Rupees Two Lacs. Only) to Master Yash Kumar, S/o Mrs. Savita (Sarita), Daughter of Mr. Shobha Ram.
c) Rs.200000.00 (Rupees Two Lacs. Only) to Mr. Deepak Kumar Sherwal, H/o Mrs. Rani Devi, Daughter in law of Mr. Shobha Ram.

Note : Copies of agreement between the Air Charters Services P. Ltd. and affected persons on ground are attached with this report as Annexure-XXIII.

SUMMARY OF LOSS :-

Sl.No.	Description	Amount Assessed (Rs.)
1)	**Loss of Life:-**	
a)	Pilots, 02 nos. @Rs.50.00 Lac. / each	10000000.00
b)	Passengers, 05 nos. @ Rs.50.00 Lac./ each	25000000.00
c)	On Ground 03 persons @Rs.50.00 Lac./ each	15000000.00
2)	**Loss of Property On Ground:-**	
i)	A/c Mr. Shobha Ram	751735.00
ii)	A/c Mr. Chitranjan Singh	241775.00
	Gross Amount Payable	**50993510.00**

Hence, the net loss is payable as Rs.50993510.00 (Rupees Five Crores, Nine Lacs, Ninety Three Thousand Five Hundred And Ten Only), as per the terms and conditions of the policy.

This report is issued without prejudice.

(KAPIL MOHAN)
SURVEYOR

SQN LEADER KAPIL MOHAN SLA 26915 Valid upto 19.7.2015

Sqn. Ldr. KAPIL MOHAN (Retd.)
B.Sc. (Engg.)
Engineer, Surveyor & Loss Assessor
Licence No. SLA/28945 Valid upto 19.07.2015
S. Tax Regn. No. : AAQPM6085KST001
Permanent Account No. : AAQPM6085K
E-Mail : kapilmohan49@yahoo.co.uk

C-1, 1636, VASANT KUNJ
NEW DELHI-110070
PHONE : 26894348
26891936
FAX : 26894348
Mobile No. : 9811031732

Without Prejudice

Ref. No. KM/UIL/Avn./4815A

Dated 05-12-2011

United India Insurance Co. Ltd.
60, Skylark Building, 5th Floor,
Nehru Place,
New Delhi.

SUB. : Addendum To Survey Report : Loss of Aircraft VT-ACF Due To Crash Landing At Faridabad On 25.5.2011. A/c Air Charters Services P. Ltd. Policy No. 040600/43/10/01/00000002. Endorsement Nos. 040600/43/10/01/82000001 dt.25.01.11 & 040600/43/10/01/82000004 dt.30.01.11.

Dear Sir,

Please refer our final survey report no. KM/UIL/Avn./4815 dt.15.11.2011 in respect of above mentioned loss.

We have now received a claim letter dt.19.11.2011 from the wife of Dr. Rajesh Jain (Passenger) and she has claimed a compensation of Rs.7.50 Crores. (Rupees Seven Crores. And Fifty Lacs. Only) towards the loss of life. She has also submitted the following documents in support which are found to be in order:-

i) Passport of Late. Dr. Rajesh Jain.
ii) Ration Card.
iii) Death Certificate of Dr. Rajesh Jain including FIR and postmortem report.
iv) Birth certificate of Ms. Shantnu Jain.
v) Birth certificate of Ms. Ojus Jain.
vi) Passport of Mrs. Amita Goyal Jain.

The claim should be considered as per the policy terms and conditions attached to the policy for passenger legal liability.

This report is issued without prejudice.

United India Insurance Co. Ltd.
07 DEC 2011
नई दिल्ली
NEW DELHI

(KAPIL MOHAN)
SURVEYOR

SON LEADER CAPITAL

APPLICATION FOR SEEKING INFORMATION
UNDER THE RIGHT TO INFORMATION ACT-2005

To
Public Information Officer
United India Insurance Co. Ltd.
Skylark Building
Nehru Place
New Delhi.

Sir,

Subject: Request for Seeking Information related to Pilatus PC 12/45 VT-ACF, under RTI Act 2005.

Policy no. – 040600/43/10/01/00000002
Agent Code – 88888058
Issuing Office Code- 040600.
Policy Period-16/01/2011 to midnight of 15/01/2012

The Applicant seeks the following information from you:

Pilatus Aircraft PC 12/45 VT-ACF insured by your company, met with an accident on May 25, 2011. Kindly provide the copy of Surveyor's report in this regard.

I do hereby declare that I am a citizen of India and I am eligible to seek information under the Right to Information Act 2005.

I request you to provide the information asked, before the expiry of 30 days period from the date of receipt of this application by you.

Fees of Rs. 10/- is enclosed herewith by way of DD Rs. 10/-, DD no. 729033 Drawn on State Bank of India dated 13-04-2012.

Omvir Singh

Signature of the Applicant.

Date: 16/04/12

Name: Omvir Singh
Address: C 44/44 Gamri Extension
Street No. -13, Sudama Puri
Near Dr. Sarla Clinic
Delhi-110053

United India Insurance
16 APR 2012
मण्डलीय कार्यालय–VI, नई दिल्ली
DIVISIONAL OFFICE-VI, NEW DELHI

APPLICATION FOR SEEKING INFORMATION
UNDER THE RIGHT TO INFORMATION ACT-2005

To
Public Information Officer
United India Insurance Co. Ltd.
Skylark Building
Nehru Place
New Delhi.

Sir,

Subject: Request for Seeking Information related to Pilatus PC 12/45 VT-ACF, under RTI Act 2005.

Policy no. – 040600/43/10/01/00000002
Agent Code – 88888058
Issuing Office Code- 040600.
Policy Period-16/01/2011 to midnight of 15/01/2012

The Applicant seeks the following information from you:

Pilatus Aircraft PC 12/45 VT-ACF insured by your company, met with an accident on May 25, 2011. Kindly provide the copy of the **FINAL Surveyor's report** in this regard.

I do hereby declare that I am a citizen of India and I am eligible to seek information under the Right to Information Act 2005.

I request you to provide the information asked, before the expiry of 30 days period from the date of receipt of this application by you.

Fees of Rs. 10/- is enclosed herewith by way of DD Rs. 10/-, DD no. 973549 Drawn on State Bank of India dated 12-05-2012.

Date: 15/05/12

Signature of the Applicant.

Name: Omvir Singh
Address: C 44/44 Gamri Extension
Street No. -13, Sudama Puri
Near Dr. Sarla Clinic
Delhi-110053

17 MAY 2012

28
232

APPLICATION FOR SEEKING INFORMATION
UNDER THE RIGHT TO INFORMATION ACT-2005

To
Public Information Officer
United India Insurance Co. Ltd.
Skylark Building
Nehru Place
New Delhi.

Sir,

Subject: Request for Seeking Information related to Pilatus PC 12/45 VT-ACF, under RTI Act 2005.

Policy no. – 040600/43/10/01/00000002
Agent Code – 88888058
Issuing Office Code- 040600.
Policy Period-16/01/2011 to midnight of 15/01/2012

The Applicant seeks the following information from you:

Pilatus Aircraft PC 12/45,VT-ACF insured by your company, met with an accident on May 25, 2011. Kindly provide the copy of the **Proposal form given to United India Insurance Company Limited by the insured/broker at the time of seeking Aircraft insurance of the above mentioned Aircraft**.

I do hereby declare that I am a citizen of India and I am eligible to seek information under the Right to Information Act 2005.

I request you to provide the information asked, before the expiry of 30 days period from the date of receipt of this application by you.

Fees of Rs. 10/- is enclosed herewith by way of DD Rs. 10/-, DD no. 973923 Drawn on State Bank of India dated

Omvir Singh
Signature of the Applicant.

Date: 28/05/12

Name: Omvir Singh
Address: C 44/44 Gamri Extension
Street No. -13, Sudama Puri
Near Dr. Sarla Clinic
Delhi-110053

29 MAY 2012

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APPLICATION FOR SEEKING INFORMATION
UNDER THE RIGHT TO INFORMATION ACT-2005

To
Public Information Officer
United India Insurance Co. Ltd.
Skylark Building
Nehru Place
New Delhi.

Sir,

Subject: Request for Seeking Information related to Pilatus PC 12/45 VT-ACF, under RTI Act 2005.

Policy no. – 040600/43/10/01/00000002
Agent Code – 88888058
Issuing Office Code- 040600.
Policy Period-16/01/2011 to midnight of 15/01/2012

The Applicant seeks the following information from you:

Pilatus Aircraft PC 12/45,VT-ACF insured by your company, met with an accident on May 25, 2011 Kindly provide the copy of the **FINAL Surveyor's report** in this regard.

I do hereby declare that I am a citizen of India and I am eligible to seek information under the Right to Information Act 2005.

I request you to provide the information asked, before the expiry of 30 days period from the date of receipt of this application by you.

Fees of Rs. 10/- is enclosed herewith by way of DD Rs. 10/-, DD no. 521644 Drawn on State Bank of India dated 27-09-2012.

Omvir Singh

Signature of the Applicant.

Date.

Name: Omvir Singh
Address: C 44/44 Gamri Extension
Street No. -13, Sudama Puri
Near Dr. Sarla Clinic
Delhi-110053

उपेन्द्र भा
9891421877

APPLICATION FOR SEEKING INFORMATION
UNDER THE RIGHT TO INFORMATION ACT-2005

30
234

To
Public Information Officer
United India Insurance Co. Ltd.
Skylark Building
Nehru Place
New Delhi.

Sir,

Subject: Request for Seeking Information related to Pilatus PC 12/45 VT-ACF, under RTI Act 2005.

Policy no. – 040600/43/10/01/00000002
Agent Code – 88888058
Issuing Office Code- 040600.
Policy Period-16/01/2011 to midnight of 15/01/2012

The Applicant seeks the following information from you:

Pilatus Aircraft PC 12/45,VT-ACF insured by your company, met with an accident on May 25, 2011. Kindly provide the copy of the Liability survey report (Final) for Crew, Passengers and TPL vide ref. no. KM/UIIL/Avn./4815.

I do hereby declare that I am a citizen of India and I am eligible to seek information under the Right to Information Act 2005.

I request you to provide the information asked, before the expiry of 30 days period from the date of receipt of this application by you.

Fees of Rs. 10/- is enclosed herewith by way of DD Rs.10/-, DD no. 976662 Drawn on State Bank of India dated 17-10-2012.

United India Insurance
23 OCT 2012
मण्डलीय कार्यालय-VI नई दिल्ली
DIVISIONAL OFFICE-VI, NEW DELHI

Date: 17/10/12

Signature of the Applicant.

Name: Ruchi Arora
Address: 5588 Basant Road,
Pahar Ganj
New Delhi-55

UNITED INDIA INSURANCE CO. LTD
REGIONAL OFFICE- I
8TH Floor, KANCHENJUNGA BLDG.,
18, BARAKHAMBA ROAD
NEW DELHI - 110001

By Regd. Post

Dated 01/06/2012

Ref.No.RTI/RPM/VK/DO6/OMVIR/2012

Mr.Omvir Singh,
C-44/44 Gamri Extension,
Street No.13,
Sudama Puri,
Near Dr.Sarla Clinic,
Delhi-110053.

Sir,

Re: **Request for seeking information related to Pilatus PC 12/45 VT-ACF, under RTI act 2005**

Please refer your application dt.28/5/2012 received by our DO-6 on 29/5/2012 along-with SBI DD no.973923 for Rs.10/- towards RTI fees, received by them vide receipt no.040600/81/12/371 dt.29/5/2012.

As required, we are enclosing herewith certified copy of the Proposal form given to us at the time of seeking Aircraft Insuranace of the above mentioned aircraft.

This is in disposal of your above application.

Appeal lies with First Appellate Authority Mrs.Ramma Bhasin, Deputy General Manager, United India Insuarance Co. Ltd.,8th Floor, Kanchenjunga Building, 18th Barakhamba Road, New Delhi-110001 within 30 days hereof.

Thanking you,

Yours faithfully,

(R.P.MITTAL)
CPIO

UNITED INDIA INSURANCE CO. LTD
REGIONAL OFFICE- I
8TH Floor, KANCHENJUNGA BLDG.,
18, BARAKHAMBA ROAD
NEW DELHI - 110001

By Regd. Post

Dated 26/10/2012

Ref.No.RTI/RPM/VK/73/2012

Ms,Ruchi Arora,
5588 Basant Road,
Pahar Ganj,
New Delhi-110055.

Sir,

Re: **Request for seeking information related to Pilatus PC 12/45 VT-ACF under RTI act 2005**

Please refer your application dt.17/10/2012 received by our DO-6 on 23/10//2012 along-with SBI DD no.976662 for Rs.10/- towards RTI fee, received by them vide receipt no.040600/81/12/1527 dt.23/10/2012.

As required, we are enclosing herewith certified copy of liability survey report (Final) for crew, passengers and TPL vide reference no.KM/UIIL/AVN/4815 DT.15/11/2011 issued by Sqn. Ldr. Kapil Mohan (Retd.).

This is in disposal of your above application.

Your right to appeal lies with First Appellate Authority Mrs.Ramma Bhasin, Deputy General Manager, United India Insuarance Co. Ltd.,8th Floor, Kanchenjunga Building, 18th Barakhamba Road, New Delhi-110001 within 30 days hereof.

Thanking you,

Yours faithfully,

(R.P.MITTAL)
CPIO

POLICY SCHEDULE

यूनाइटेड इंडिया इन्श्यूरेन्स कं. लि.

UNITED INDIA INSURANCE CO

Hull All Risks

Dept :Aviation

Policy Number :040600/43/10/01/00000007

Agent Code:00000058 Agent Name: JK Risk Managers and Insurance Brokers Ltd Agent Contact No: (011) 23311117-5

Insured's Name: AIR CHARTER SERVICES PVT. LTD.
Address : G+5 BUILDING, 4TH FLOOR, ROOM NO.402/412, IGI DOMESTIC AIRPORT, PALAM, NEW DELHI Dist. : DELHI, Delhi 110037 Tel. No.: 25674449
Development Officer : 777777 Client Type:Corporate
Date Of Proposal & Declaration:14/01/2011
Policy Period: 00:00Hrs On 16/01/2011 To Midnight of 15/01/2012

Issuing Office Code : 040600
Address : 60, SKYLARK BUILDING, 5TH FLOOR, NEHRU PLACE DELHI Tel : 26439984, 26452631, FAX-26413031
Telephone : Fax: email:
Paid Up Capital:Upto Rs. 15 Crores
Receipt Date & No. : 14/01/2011 040600/81/10/0000001823

Net Premium :278920 RUPEES TWO LAKH SEVENTY EIGHT THOUSAND NINE HUNDRED TWENTY ONLY
UIIC 040600 : 100%

Sr1.No	Description	Sum Insured
1	HULL ALL RISK. (TOTAL PREMIUM UNDER THE POLICY IS RS.12,30,595/- INCLUDING TAX PAYABLE IN 4	13,50,00,000.0
2	HULL WAR RISK LIABILITY	13,50,00,000.0
3	THIRD PARTY LIABILITY INCLUDING PASSENGER LEGAL LIABILITY OF RS.50 LACS PER PASS. & BAGGAGE	2,70,00,00,000.0
	Total Sum Insured (Rs.) :	Rs.2,97,00,00,000

Total Sum Insured (In Words) : RUPEES TWO HUNDRED NINETY SEVEN CRORE ONLY

Risks Covered : HULL ALL RISKS FOR NON SCHEDULED CHARTER TYPE-FIXED WING, MAKE-PILATUS PC-12/45 MODEL 2005, SITTING CAPACI 8+2, TURBINE ENGINE, REC NO. N386F.
Location : INDIA INCLUDING J&K, NEPAL, SRILANKA, PAKISTAN, AFGHANISTAN, IRAN, IRAQ, OTHERWISE USUALLY KEPT AT IGI AIRPORT/AMRITSAR AIRPORT
Special Peril : HULL ALL RISKS, (FLIGHT, TAXING, GROUNDED, MOORED AS THE CASE MAY BE), HULL WAR RISKS, THIRD PARTY LIABIL INCLUDING PASSENGER LIABILITY AND BAGGAGE LIABILITY.
Special Exclusion : AS PER AVIATION POLICY.
Subject To Clause : 1.) AS PER AVIATION POLICY CLAUSE (617F), EXCEPT FOR THE ABOVE MENTIONED COUNTRIES. 2.)ADDITIONAL INSURED DURING FERRY FLIGHT (FROM BOURNEMOUTH,UK TO CORFU,CORFU TO LUXOR,LUXOR TO FUJAIRAH,FUJAIRAH TO DELHI),ARE PILATUS PC-12/45 LTD.UK & RANGEFLYER INC.USA
Special Excess : DEDUCTIBLE INR 5 LAKHS FOR EACH AND EVERY LOSS EXCLUDING TL/CTL/ATL. NO DEDUCTIBLE FOR TPL, P.A AND BAGGA
Special Conditions: PILOT S WARRANTY/FERRY:- PILOT ON COMMAND DULY LICENCED AND CERTIFIED FOR THE FLIGHTS WITH A MINIMUM OF 2000 HOURS OF FLYING EXPERIENCE AND 1000 HOURS ON MULTI ENGINE JET AND 250 HOURS ON MAKE AND MODEL.

CO-PILOT:- DULY LICENCED AND CERTIFIED FOR THE FLIGHTS WITH A MINIMUM OF 1000 HOURS OF FLYING EXPERIENCE AND 500 HOURS ON MULTIENGINE JET AND 100 HOURS ON MAKE AND MODEL.

PILOT WARRANTY FOR REGULAR OPERATION:- DULY LICENCED AND

In witness whereof this policy has been signed at NEW DELHI on this 14th day of January , 2011.

For And On Behalf Of
United India Insurance Company L

Daniel
Authorised Signatory

K_DANIEL-K_DANIEL-14/01/2011 18:26:56-S-1 0046 - 6.5.0.1 As per conditions and clauses attached Page

इंडिया इन्श्यूरेन्स कं. लि.

UNITED INDIA INSURANCE C

Aviation

Hull All Risks

Policy Number :040600/43/10/01/00000002

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D6CA APPROVED PILOT AND CO-PILOT.

Premium Computation :

Net Premium : Rs.2,78,920.00 Service Tax : Rs.28,729.00 Stamp Duty : Rs.1.00 Total : Rs.3,07,649.

Chargeable :No

In witness whereof this policy has been signed at **NEW DELHI**
on this 14th day of January , 2011.

For And On Behalf Of
United India Insurance Company Limit

Daniel

Authorised Signatory

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Policy Wordings

WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION)

This Policy does not cover claims caused by

(a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.

(b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

(c) Strikes, riots, civil commotions or labour disturbances.

(d) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.

(e) Any malicious act or act of sabotage.

(f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.

(g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured.

Furthermore this Policy does not cover claims arising whilst the Aircraft is outside the control of the Insured by reason of any of the above perils. The Aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the Aircraft to the Insured at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

AVN 48B
1.10.96

TENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES)

36 240

1. WHEREAS the Policy of which this Endorsement forms part includes the War, Hi-Jacking and Other Perils Exclusion Clause (Clause AVN 48B), IN CONSIDERATION of an Additional Premium of {Response}, it is hereby understood and agreed that with effect from {Response}, all sub-paragraphs other than {Response} of Clause AVN 48B forming part of this Policy are deleted SUBJECT TO all terms and conditions of this Endorsement.

2. EXCLUSION applicable only to any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B.

   Cover shall not include liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of aircraft.

3. LIMITATION OF LIABILITY

   The limit of Insurers' liability in respect of the coverage provided by this Endorsement shall be {Response} or the applicable Policy limit whichever the lesser any one Occurrence and in the annual aggregate (the "sub-limit"). This sub-limit shall apply within the full Policy limit and not in addition thereto.

   To the extent coverage is afforded to an Insured under the Policy, this sub-limit shall not apply to such Insured's liability:

   (a) to the passengers (and for their baggage and personal effects) of any aircraft operator to whom the Policy affords cover for liability to its passengers arising out of its operation of aircraft;

   (b) for cargo and mail while it is on board the aircraft of any aircraft operator to whom the Policy affords cover for liability for such cargo and mail arising out of its operation of aircraft.

4. AUTOMATIC TERMINATION

To the extent provided below, cover extended by this Endorsement shall TERMINATE AUTOMATICALLY in the following circumstances:

(i) **All cover**
- upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following States, namely, France, the People's Republic of China, the Russian Federation, the United Kingdom, the United States of America

(ii) **Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B**
- upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the Insured Aircraft may be involved

(iii) **All cover in respect of any of the Insured Aircraft requisitioned for either title or use**
- upon such requisition

PROVIDED THAT if an Insured Aircraft is in the air when (i), (ii) or (iii) occurs, then the cover provided by this Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such an Aircraft until completion of its first landing thereafter and any passengers have disembarked.

5. REVIEW AND CANCELLATION

(a) **Review of Premium and/or Geographical Limits (7 days)**
Insurers may give notice to review premium and/or geographical limits - such notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which notice is given.

(b) **Limited Cancellation (48 hours)**
Following a hostile detonation as specified in 4 (ii) above, Insurers may give notice of cancellation of one or more parts of the cover provided by paragraph 1 of this Endorsement by reference to sub-paragraphs (c), (d), (e), (f) and/or (g) of Clause AVN 48B - such notice to become effective on the expiry of forty-eight hours from 23.59 hours GMT on the day on which notice is given.

(c) **Cancellation (7 days)**

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The cover provided by this Endorsement may be cancelled by either Insurers or the Insured giving notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which such notice is given.

(d) **Notices**
All notices referred to herein shall be in writing.

AVN 52E 12.12.01

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE

The rights of a person who is not a party to this insurance or reinsurance to enforce a term of this insurance or reinsurance and/or not to have this insurance or reinsurance rescinded, varied or altered without his consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this insurance or reinsurance.
AVN 72 9.2.2000

ADDITIONS AND DELETIONS
(COMBINED)

1. The insurance afforded by this Policy is automatically extended to include at pro rata additional premium further Aircraft added during the currency of this Policy provided such Aircraft are owned or operated by the Insured and are of the same type and value as Aircraft already covered hereunder and of no greater seating capacity.

2. The inclusion of additional Aircraft of other types or different values or greater seating capacity shall be subject to special agreement and rating by Insurers prior to attachment.

3. Under the Aircraft loss or physical damage Section of this Policy Aircraft which have been sold or disposed of shall be deleted from this Policy and the Insured shall be entitled to pro rata return of premium provided no claim has arisen and become payable in respect of such Aircraft under the Aircraft loss or physical damage Section of this Policy and that this Policy is not cancelled by virtue of such deletion.

4. Under the liability Section(s) of this Policy Aircraft which have been sold or disposed of shall be deleted from this Policy and the Insured shall be entitled to pro rata return of premium.

Provided always that

(i) Notwithstanding the foregoing provisions for additions and deletions the premium in respect of each separate period of Flight risk insurance on any aircraft covered during the currency of this Policy shall in no case be less than fifteen days' pro rata premium.

(ii) In the event of a claim arising in respect of any Aircraft added hereto being settled on a total loss basis the full twelve months' Aircraft loss or physical damage premium shall be paid hereunder in respect of such Aircraft.

(iii) Notice of the addition or deletion of any Aircraft under the provisions of Paragraphs 1, 3 and 4 respectively shall be given to the Insurers or their representatives in writing within ten days of attachment or deletion.

AVN 19A 18.3.02

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DATE RECOGNITION EXCLUSION CLAUSE

This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

(a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time;

whether on or before or after such change of year, date or time;

(b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;

(c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this Policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

AVN 2000A 14.03.01

DATE RECOGNITION LIMITED COVERAGE CLAUSE

WHEREAS the Policy of which this Endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN 2000A), it is hereby understood and agreed that, subject to all terms and provisions of this Endorsement, Clause AVN 2000A shall not apply:

(1) to any accidental loss of or damage to an aircraft defined in the Policy Schedule ("Insured Aircraft");

(2) to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:

(a) accidental bodily injury, fatal or otherwise, to passengers caused by an accident to an Insured Aircraft; and/or

(d) loss of or damage to baggage and personal articles of passengers, mail and cargo caused by an accident to an Insured Aircraft; and/or

(e) accidental bodily injury, fatal or otherwise, and accidental damage to property caused by an Insured Aircraft or by any person or object falling therefrom.

PROVIDED THAT:

1. Coverage provided pursuant to this Endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy (except as specifically provided herein), and nothing in this Endorsement extends coverage beyond that which is provided by the Policy.

2. Nothing in this Endorsement shall provide any coverage:

(f) in respect of grounding of any aircraft; and/or

(g) in respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the Policy.

3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Policy period any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

AVN 2001A 14.3.01
(Applicable to Hull and Aircraft Liability Coverage)

NUCLEAR RISKS EXCLUSION CLAUSE

(1) This Policy does not cover:

(i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(ii) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

(a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

(b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;

(c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

(2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1) (b) and (c) above shall not include:

(i) depleted uranium and natural uranium in any form;

(ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

(3) This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:

(i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy, or

(ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or

(iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.

(4) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:

(i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;

(ii) this policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;

(iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter (IAEA Health and Safety Regulations)	Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300cm.)
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm. (10-4 microcuries/cm.)
All other emitters	Not exceeding 0.4 Becquerels/cm. (10-5 microcuries/cm.)

(iv) the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.

AVN 38B
22.7.96

NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE

1. This Policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:-

   (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,

   (b) pollution and contamination of any kind whatsoever,

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(c) electrical and electromagnetic interference,

(d) interference with the use of property;

unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

2. With respect to any provision in the Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend

(a) claims excluded by Paragraph 1 or

(b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").

3. In respect of any Combined Claims, Insurers shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:

(i) damages awarded against the Insured and

(ii) defence fees and expenses incurred by the Insured.

4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

AVN 46B
1.10.96

AGREED VALUE CLAUSE

It is hereby understood and agreed that in consideration of the insured Aircraft being covered on an Agreed Value basis all reference herein to replacement shall be deemed to be deleted but only in respect of claims adjusted on the basis of a total loss.

In respect of claims adjusted on the basis of a total loss Insurers shall pay to the Insured the Agreed Value of the Aircraft as stated in the Policy Schedule less any applicable deductible. Insurers may, at their discretion, take the salvage of such Aircraft, together with all appropriate documents appertaining thereto, but in no event shall there be any abandonment to Insurers.

The foregoing provision shall not apply to claims arising in respect of partial loss or damage where Insurers shall retain the right to repair, replace or make good as they deem expedient.

AVN 61
1.10.96

PILOT INDEMNITY CLAUSE

The Sections of this Policy covering bodily injury liability, including to passengers, and property

damage liability are extended to cover, as if he/she were the Insured, any pilot authorised by the Insured under the terms of the Policy in respect of injury or damage arising out of the operationof the Aircraft described in the Schedule to the Policy, but not so as to increase the liability of Insurers beyond the amount which would otherwise have been payable under this Policy had liability been incurred by the Insured.

Provided always that

1. At the time of any accident giving rise to a claim under this Clause the said pilot

(a) shall as though he/she were the Insured, observe, fulfil and be subject to the terms, conditions and exclusions contained in the Policy, and

(b) is not entitled to indemnity under any other policy.

2. There shall be no indemnity under this Clause in respect of claims made against the pilot by the Insured and/or with respect to the Aircraft described in the Schedule to the Policy.

AVN 74 09.02.01

SUPPLEMENTARY PAYMENTS CLAUSE

It is understood and agreed that this Policy is extended to cover as more fully set forth under those paragraph(s) identified below. It is expressly understood that no cover is provided under those paragraphs of this Clause which have not been identified below.

The Insurers agree to indemnify the Insured for

(a) any reasonable expenses incurred for the purpose of search and rescue operations for an Aircraft insured hereunder determined to be missing and unreported after the computed maximum endurance of the flight has been exceeded;

(b) any reasonable expenses incurred for the purpose of runway foaming to prevent or mitigate possible loss or damage because of malfunction or suspected malfunction of an Aircraft insured hereunder;

(c) any reasonable expenses incurred for the purpose of attempted or actual raising, removal, disposal or destruction of the wreck of an Aircraft insured hereunder and the contents thereof;

(d) any reasonable expenses which the Insured may be called upon to pay in respect of any public inquiry or inquiry by the Civil Aviation Authority or any other relevant authority into an Accident involving an Aircraft insured hereunder.

Coverage is provided under paragraphs _____ above.

Provided always that Insurers' liability shall not exceed _____ in the aggregate over all paragraphs insured.

AVN 76 09.02.01

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UNAUTHORISED USE CLAUSE

No claim under this Policy shall be rejected on the grounds that the Aircraft was used in a place or in a manner or by a person not permitted under the terms of this Policy provided such use was not authorised by the Insured and that the Insured had taken reasonable precautions to prevent such unauthorised use. Any consent given by an employee or agent of the Insured outside the normal scope of his authority shall not be deemed to be authorisation given by the Insured.

AVN 77 09.02.01

AVIATION HULL "WAR AND ALLIED PERILS" POLICY

SECTION ONE: LOSS OF OR DAMAGE TO AIRCRAFT

Subject to the terms, conditions and limitations set out below, this Policy covers loss of or damage to the Aircraft nominated in the Schedule against claims excluded from the Assured's Hull "All Risks" Policy as caused by:

(a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.

(b) Strikes, riots, civil commotions or labour disturbances.

(c) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.

(d) Any malicious act or act of sabotage.

(e) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.

(f) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Assured.

Furthermore this Policy covers claims excluded from the Hull "All Risks" Policy from occurrences whilst the Aircraft is outside the control of the Assured by reason of any of the above perils. The Aircraft shall be deemed to have been restored to the control of the Assured on the safe return of the Aircraft to the Assured at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

SECTION TWO: EXTORTION AND HI-JACK EXPENSES

1. This Policy will also indemnify the Assured subject to the terms, conditions, exclusions and limitations set out below, and up to the limit stated in the Schedule, for 90% of any payment properly made in respect of:

(a) threats against any Aircraft described in the Schedule or its passengers or crew made during the currency of this Policy.

(b) extra expenses necessarily incurred following confiscation, etcetera (as Section One clause (e)) or hi-jacking, etcetera (as Section One clause (f)) of any Aircraft described in the Schedule.

2. No cover will be provided under this Section of the Policy in any territory where such insurance is not lawful, and the Assured is at all times responsible for ensuring that no arrangements of any kind are made which are not permitted by the proper authorities.

SECTION THREE: GENERAL EXCLUSIONS

This Policy excludes loss, damage or expense

(i) caused by one or any combinations of any of the following:

(a) War (whether there be a declaration of war or not) between any of the following States: the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China; nevertheless, if any Aircraft is in the air when an outbreak of such war occurs, this exclusion shall not apply in respect of such Aircraft until the said Aircraft has completed its first landing thereafter;

(b) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the authority of the Government(s) named in the Schedule, or any public or local authority under its jurisdiction;

(c) Any debt, failure to provide bond or security or any other financial cause under court order or otherwise;

(d) The repossession or attempted repossession of the Aircraft either by any title holder, or arising out of any contractual agreement to which any Assured protected under this Policy may be party;

(e) Delay, loss of use, or except as specifically provided in Section Two any other consequential loss; whether following upon loss of or damage to the Aircraft or otherwise.

(ii) directly or indirectly arising out of any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter whether hostile or otherwise.

SECTION FOUR: GENERAL CONDITIONS

1. This Policy is subject to the same warranties, terms and conditions (except as regards the premium, the obligations to investigate and defend, the renewal agreement (if any), the amount of deductible or self insurance provision where applicable AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or may be added to the Assured's Hull "All Risks" Policy.

2. Should there be any Material Change in the nature or area of the Assured's operations, the Assured

shall give immediate notice of such Change to the Underwriters; no claim arising subsequent to a Material Change over which the Assured had control shall be recoverable hereunder unless such change has been accepted by the Underwriters.
"Material Change" shall be understood to mean any change in the operation of the Assured which might reasonably be regarded by the Underwriters as increasing their risk in degree or frequency, or reducing possibilities of recovery or subrogation.
3. The due observance and fulfilment of the terms, provisions, conditions and endorsements of this Policy shall be conditions precedent to any liability of the Underwriters to make any payment under this Policy: in particular the Assured should use all reasonable efforts to ensure that he complies and continues to comply with the laws (local or otherwise) of any country within whose jurisdiction the Aircraft may be, and to obtain all permits necessary for the lawful operation of the Aircraft.

4. Subject always to the provisions of Section Five, and the Schedule, Underwriters hereon agree to follow the Hull "All Risks" Policy in respect of Breach of Warranty Cover, Hold Harmless Agreements and Waivers of Subrogation.

SECTION FIVE:

CANCELLATION REVISION AND AUTOMATIC TERMINATION
Amendment of Terms or Cancellation

(a) Underwriters may give notice, effective on the expiry of 7 days from midnight G.M.T. on the day on which notice is issued, to review the rate of premium and/or the geographical limits. In the event of the review of the rate of premium and/or geographical limits not
being accepted by the Assured then at the expiry of the said 7 days, this Policy shall become cancelled at that date.

Automatic Review of Terms or Cancellation

(b) Notwithstanding 1.(a) above, this Policy is subject to automatic review by Underwriters of the rate of

premium and/or conditions and/or geographical limits effective on the expiry of 7 days from the time of any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the insured Aircraft may be directly affected. In the event of the review of the rate of premium and/or
conditions and/or geographical limits not being accepted by the Assured then at the expiry of the said 7 days, this Policy shall become cancelled at that date.

Cancellation by Notice

(c) This Policy may be cancelled by the Assured or Underwriters giving notice not less than 7 days prior to the end of each period of 3 months from inception.

Automatic Termination

Whether or not such notice of cancellation has been given this Insurance shall TERMINATE AUTOMATICALLY Upon the outbreak of war (whether there be a declaration of war or not) between any of the following States, namely, the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China. PROVIDED THAT if the Aircraft is in the air when such outbreak of war occurs then this insurance, subject to its terms and conditions and provided not otherwise cancelled, terminated or suspended, will be continued in respect of such Aircraft until the said Aircraft has completed its first landing thereafter.
11/94
LSW555B

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE

The rights of a person who is not a party to this insurance or reinsurance to enforce a term of this insurance or reinsurance and/or not to have this insurance or reinsurance rescinded, varied or altered without his consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this insurance or reinsurance.

AVN 72 9.2.2000

DATE RECOGNITION EXCLUSION CLAUSE

This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

(h) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time;

whether on or before or after such change of year, date or time;

(i) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;

(j) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this Policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

AVN 2000A 14.03.01

DATE RECOGNITION LIMITED COVERAGE CLAUSE

WHEREAS the Policy of which this Endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN 2000A), it is hereby understood and agreed that, subject to all terms and provisions

of this Endorsement, Clause AVN 2000A shall not apply:

(3) to any accidental loss of or damage to an aircraft defined in the Policy Schedule ("Insured Aircraft");

(4) to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:

(a) accidental bodily injury, fatal or otherwise, to passengers caused by an accident to an Insured Aircraft; and/or

(k) loss of or damage to baggage and personal articles of passengers, mail and cargo caused by an accident to an Insured Aircraft; and/or

(l) accidental bodily injury, fatal or otherwise, and accidental damage to property caused by an Insured Aircraft or by any person or object falling therefrom.

PROVIDED THAT:

3. Coverage provided pursuant to this Endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy (except as specifically provided herein), and nothing in this Endorsement extends coverage beyond that which is provided by the Policy.

4. Nothing in this Endorsement shall provide any coverage:

(m) in respect of grounding of any aircraft; and/or

in respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the Policy.

3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Policy period any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

AVN 2001A 14.3.01
(Applicable to Hull and Aircraft Liability Coverage)

ADDITIONS AND DELETIONS

AIRCRAFT HULL/ LIABILITIES POLICY

Information Required For The Generation Of Proposal

Name of the Insured : Aircharter Services (P) Limited

Address of the Insured: G+5 Building, 4th Floor , Room No. 402/412, IGI Domestic Airport (Palam), New Delhi -110037)

Description of aircraft:

Passenger seating capacity	Yet to decided by DGCA
Engine	P & W

Make type and series No.	Year of const	Licensed seating capacity	Declared for the purpose of insurance	Registration identification marks	Number and type	Value of extra equipments	Engine No. and type
Pillatus PC-12/45	2005	8+2	Private Charter	N386F	P & W PT6A – 67B	NIL	PCEPR 0504 / PC-12

Value of the aircraft

Year of purchase	Price paid	Present value	Value of extra equipment and accessories	Total value of the aircraft for insurance
2011	135000000	135000000	NIL	135000000

Purpose for which aircraft will be used	Private Pleasure & Charter
Geographical limits within which aircraft will be used	Wordwide including 617 F but including country like Iran, Iraq, Afghanistan, Pakistan , Sri Lanka Bhutan & India inclusive j&k)
By whom the maintenance is be carried out	In India yet to be decided (As on date Agreement not yet finalised)
Where will the aircraft be usually kept	Delhi
Is the aircraft normally kept in hangar If yes, State type of Construction of Hanger	No
Expected number of Hours of utilization	500 Hrs.

Please state the details of all accidents losses during last five years

N/a

Please Provide the Past Insurance History : N/a
Name of Past Insurer : N/a

Premium : N/a

Details of pilot who would fly the aircraft

Name	Vincent Fuschelti
Age	35+
Flying experience	18000 Flying Hrs. with 1500o turbine with 100 crossings

Details of Insurance Required

Section II

Combined Single Limit required : INR 2545200000/-(Two Hundred Fifty four crore & fifty two lacs only)

Section III
(If answer is YES please provide the Sum Insured)

1. Passenger Liability required : Yes

   Limit of Liability per passenger : INR 5000000/ each for 8 Passangers

2. Third Party Liability Limit Required : Yes

   Limit of Liability : INR 270, 00, 00,000

3. Baggage liability required : Yes

   Limit per passenger : INR 25000/- each or 8 Passangers

   Do you require Hull War risk cover : Yes

   Do you Require PA for Pilots : Yes, INR 5000000/-

   Do you require LOL for Pilots : No

If Ferry Flight to be covered : Yes
If, yes:

1) When is the client getting the possession of the Aircraft : 6/01/2011
2) Where is the aircraft right now? : Bournemouth U.K.
3) Manufacturer's details : Pilatus PC-12
4) Ferry flight route & details : Attached
5) Aircraft purchase agreement : if necessary can provide
6) Is any refurbishment involved? if yes, please provide details: No
7) Exact Sum insured details : Provided above
8) Is there any training involved? : No
9) Name of the Ferry Flight Operator : Rangeflayer INC
10) Details of Ferry Flight Pilot : Already Provided

Deductible: - INR 500000

Pilate Warranty:- As per DGCA approve .

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Period of Insurance
From : 16/01/2011 To : 15/01/2012

Signature of the proposer
Date : 11/01/2011

N DOH: 23/4/14

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IN THE HIGH COURT OF DELHI AT NEW DELHI

W.P. (C) NO.1867 OF 2012

IN THE MATTER OF:

Namrata Singh & Anr. ... Petitioner

Versus

DGCA & Ors. ... Respondents

AMENDED MEMO OF PARTIES

INDEX

S.NO.	PARTICULARS	PAGES
1.	Amended Memo of Parties	1-2

ARUN KHATRI/YOGESH SHARMA
ADVOCATE
KHATRI & KHATRI LAW OFFICES
RU-61, OPP. POWER HOUSE,
PITAM PURA, NEW DELHI-110034

NEW DELHI
DATED:

49130 P

FILED
Filing No.....
14 MAR 2014
Deputy Registrar

(266)

IN THE HIGH COURT OF DELHI AT NEW DELHI

W.P (C) 1867 OF 2012

Namrata Singh & Anr. ...Petitioner

Versus

DGCA & Ors. ...Respondents

AMEDED MEMO OF PARTIES

1. Namrata Singh
   Aged about 24 years
   W/o Late Capt. Harpreet Singh Sekhon,
   R/o F-2, 6/382, Maruti Apartments
   Chitarkoot,Vaishali Nagar,
   Jaipur ...Petitioner No.1

2. Baby Ebirth
   Aged 4 months
   D/o Namrata Singh and Late Capt.
   Harpreet Singh Sekhon
   Through her mother Namrata Singh
   Aged about 24 years
   W/o Late Capt. Harpreet Singh Sekhon,
   R/o F-2, 6/382, Maruti Apartments
   Chitarkoot, Vaishali Nagar, Jaipur ...Petitioner No.2

Versus

1. The Director General Civil Aviation
   (DGCA), Aurbindo Marg, Opp.
   Safadarjung Airport, New Delhi
   110003, India ...RespondentsNo.1

2. Civil Aviation Ministry,
   Through its Secretary
   Rajiv Gandhi Bhawan,
   Safdarjung Airport,
   New Delhi-110003 ...Respondent No.2

3. Air Charter Services (P) Ltd.
   Through its Managing Director
   Mr. Semoun jolly
   At: BMS COMPLEX10 PLAZA
   CINEMA BUILDING, Connaught
   Palace, New Delhi
   Also At:
   D-67, Ground Floor,
   Defence Colony, New Delhi-110024,
   India
   Also At:

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14.03.2014

G-5 Building, 4th Floor Room no.
402/412, IGI Domestic Airport, Palam,
New Delhi-110037. ...RespondentNo.3

4. Mr. sunil Gaur, CEO
D-67, Ground Floor, Defence Colony,
New Delhi-110024, India ...Respondent No.4

5. United India Insurance Co. Ltd.
60, Skylark Building, 5TH Floor,
Nehru palace, Delhi ...Respondent No.5

6. Jagjeet Kaur
Aged about 58 years
W/o Gurbakshish Singh,
R/o 70 B, Model Town, Patiala ...Respondent No.6

PETITIONERS

THROUGH

ARUN KHATRI/YOGESH SHARMA
ADVOCATE
KHATRI & KHATRI LAW OFFICES
RU-61, OPP. POWER HOUSE,
PITAM PURA, NEW DELHI – 110 034

NEW DELHI
DATED:

4

IN THE HIGH COURT OF DELHI AT NEW DELHI

WP(C) 1867 of 2012

In The Matter Of:

Namrata Singh & Another ...Petitioners

Versus

D.G.C.A. & Others ...Respondents

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3.	Proof of Service	11-13

Jagjit Kaur

Respondent No. 6

Through Counsel

Vishal

Vishal Dabas
Advocate
Sud & Sud
Advocates
103, Lawyers Chambers
Delhi High Court
New Delhi- 110003

New Delhi
Date: 19.04.2014

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IN THE HIGH COURT OF DELHI AT NEW DELHI

WP(C) 1867 of 2012

In The Matter Of:

Namrata Singh & Another ...Petitioners

Versus

D.G.C.A. & Others ...Respondents

REPLY TO WRIT PETITION ON BEHALF OF RESPONDENT NO. 6.

Most Respectfully Showeth:

I. At the outset before giving parawise reply, the Answering Respondent submits that unless the Answering Respondent specifically admits, all the allegations made in the present petition by the Petitioners herein, the same are vehemently denied, being false and frivolous and bereft of any merit.

II. The Answering Respondent also craves leave of this Hon'ble Court to put forth certain facts by way of preliminary submissions.

Preliminary Submission:

1. That the Answering Respondent is a senior citizen aged about 60 years and a permanent resident of Patiala, Punjab, who is in the evening of her life and suffering acute agony due to the untimely death of her young pilot son in an Air Crash on 25.05.2011 while piloting a flight from Patna to Delhi in Pilatus PC-12.
2. That the Answering Respondent and the entire family were dependent on the income of her son, Late Captain Harpreet Singh who had been educated and trained with a lot of difficulties on account of financial constraints.

Jagjit Kaur

3. That admittedly the Petitioners herein are the wife and daughter of Late Captain Harpreet Singh respectively and after the death of Captain Harpreet Singh, the Petitioner No. 1 left her matrimonial house alongwith the minor child leaving the old grieving parents of the deceased on account of untimely death of her young son, the Answering Respondent even lost her voice and her condition is getting critical day by day.
4. That the Petitioner No. 1 was only interested in money and never even bothered to inquire about the whereabouts of the old and infirm in-laws who are living like destitutes. It is pertinent to mention here that the deceased had an insurance policy in his name and claim of which could be received only after procuring the No Objection Certificate (hereinafter referred as "NOC") of the Answering Respondent as the Answering Respondent is the class-I legal heir of the deceased.
5. That the Petitioner No. 1, with her ulterior motives and dishonest intentions driven by greed, approached the Answering Respondent for giving the NOC for the insurance claim and gave The Petitioner No. 1 gave veiled threats and having failed to scare the Answering Respondent, she played an emotional card about welfare of the Petitioner No. 2 being paramount, the Answering Respondent appended her signatures on the NOC with the assurance that Petitioner No. 1 alongwith Petitioner No. 2 would return back to her matrimonial home and the Answering Respondent will be given her share of the insurance money.
6. That thereafter, the Petitioner No. 1 having received the money neither returned to the matrimonial home nor shared the insurance claim of ₹ 41 Lac with the Answering Respondent.
7. That malafide intention of the Petitioner No. 1 can be culled out even from the fact that the Petitioner No. 1 did not implead the Answering

Jagjit Kaur

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Respondent as a party in the present petition and even went to the extent of opposing the impleadment of the Answering Respondent in the present petition.

8. That as per the information of the Answering Respondent, the Petitioner No. 1 has also received the amount which was paid by Respondents No. 3 & 4 alongwith the last remuneration/salary of Late Captain Harpreet Singh by fraud and the Petitioner No. 1 even did not inform the Answering Respondent about the same and appropriated her right too.

9. That when Answering Respondent enquired, on her several personal visits to the Respondent No. 4, about the insurance claim received by them for the air crash which was initially denied by Respondent No. 4, however, all this was proved to be false and when confronted and on further insistence, the Respondent No. 3 & 4 admitted to have received a sum of ₹ 13.49 crores as insurance claim.

10. That the Answering Respondent requested the Respondent No. 3 & 4 several times for giving the details of the payment and compensation for her young son's death, but the Respondent No. 4 kept on prolonging the matter on one pretext or another.

11. That the Respondent No. 3 & 4, realizing that they had been exposed and being well aware of their liability, taking advantage of the discord between the Answering Respondent and Petitioner No. 1, and of mental and physical sate of the Answering Respondent, induced the Answering Respondent to accept small sums of money by representing that they would be paying compensation and succeeded in getting acknowledgement of such payments which was nothing but an attempt to stall the Answering Respondent from taking any claim, as it now transpires.

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12. That the Respondent No. 1 being the regulator of aviation industry given powers under Rule- 133A of the Aircraft Rules, 1937, to issue Civil Aviation Requirements (CAR) to Aircraft Owners. In exercise of the said statutory powers and duties, Respondent No. 1, vide Circular dated 01.06.2010 titled Civil Aviation Requirements Section- 3 Air Transport Series 'C' Part- III Issue II (hereinafter the **"Circular"**) dated 01.06.2010, issued Minimum Requirements for Grant of Permit to Operate Non Scheduled Air Transport Services. A copy of the issued by United India Insurance Co. is already on record @ **Page No. 26** of the Petition.

13. That as per the above circular, for operation of any Non Scheduled Air Transport Services, the permission of Government of India is required. It is also stipulated in the Circular, that this power has been delegated to Respondent No. 1, based on which permission is given by way of issuing Non Scheduled Operators Permit, by the Respondent No. 1.

14. That the Respondent No. 1 under Item 10 of the said Circular has also laid down "General Requirements". As per clause 10.10 of Item 10 of "General Requirements", it is mandatory for every operator, to maintain a current insurance for an amount adequate to cover its liability towards passengers and their baggage, crew, cargo, hull loss etc.

15. That it is necessary to mention that Pilots and Co-Pilots were not insured by Respondent No. 3 & 4 as evident from the reply to the RTI applications filed by the heirs of Co-Pilot, while the claim paid to Respondent No. 3 & 4 was informed to be huge sum of ₹ 13,49,90,000/- (Rupees Thirteen Crore Forty Nine Lakh Ninety Thousand Only). Copy of the RTI application and reply is already on record @ **Page- 41.**

16. That both the parents of the deceased are suffering with old age diseases along with the other various ailments. The husband of the Answering

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Respondent is suffering from heart disease and he has been advised to undergo the by-pass surgery by the doctors which, needless to mention, needs quite large amount of money.

17. That the Answering Respondent respectfully submits that she has not received a single penny from the Petitioner No. 1. The Answering Respondent further respectfully submits that the Petitioner No. 1 may be directed to pay the share of the Answering Respondent from the amount she has already received till date and further release her share in the amount of compensation granted by this Hon'ble Court, if any.

Parawise Reply:

1. That the contents of para 1 are admitted and it is submitted that Answering Respondent is also the class-I legal heir of Late Captain Harpreet Singh.
2. & 3. That the contents of paras 2 & 3 are matter of record and hence need no reply from the Answering Respondent.
4. That the contents of para 4 are admitted.
5. That the contents of para 5 are admitted to the extent that the Petitioner No. 1 was pregnant at the time of death of her husband while rest of the contents of para 5 do not belong to the Answering Respondent, hence need no reply from the Answering Respondent.
6. & 7. That the contents of paras 6 & 7 are matter of record and hence need no reply from the Answering Respondent.
8. That the contents of para 8 do not pertain to the Answering Respondent, hence need no reply from the Answering Respondent, but it is submitted that the Answering Respondent also made several efforts to get the payment, but all in vain.

Jagjit Kaur

9. to 12. That the contents of paras 9 to 12 are admitted to be true and correct, hence need no reply from the Answering Respondent.

13. to 15. That the contents of paras 13 to 15 are matter of record and hence need no reply from the Answering Respondent.

16. That the contents of para 16 are admitted to be true and correct, hence need no reply from the Answering rtespondent.

17. That the contents of para 17 are admitted to the extent that the Respondent No. 1 & 2 have failed to fulfil their duties & obligations casted on them by law, rules and regulations. The Respondent No. 3 & 4 are, even otherwise, liable for their misconduct if there is no maintenance of insurance cover for pilot(s) and crew which is mandatory by law and also under Rule 17(1) of the Third Schedule of the Carriage by Air Act while rest of the contents of para are wrong and denied. It is respectfully submitted that the Petitioner No. 1 herein has deliberately concealed facts as is writ large on silence on the material aspects for which reason the Petitioner No. 1 did not disclose the fact that Answering Respondent is also the class-I legal heir of late Captain Harpreet Singh and equally entitled to receive compensation and other benefits from rest of the Respondents. Further, the Petitioner No. 1 deliberately did not disclose the fact that she had already received a sum of ₹ 41 Lac as an insurance claim from which she did not pay a single penny to the Answering Respondent.

18. That the contents of para 18 are not denied but it is respectfully submitted that Answering Respondent has also suffered with irreparable loss of her son and they both i.e. Petitioner No. 1 and Answering Respondent, can look after the Petitioner No. 2 together.

19. That the contents of para 19 are admitted to be true and correct, hence need no reply from the Answering Respondent..

Jagjit Kaur

20. That the contents of para 20 are not denied but it is submitted that alongwith the Petitioners, entire family of the Answering Respondent were solely dependent on the earnings of deceased Captain Harpreet Singh and the entire family has suffered this loss.

21. That the contents of para 21 are wrong and denied. It is submitted that the Petitioner No. 1 has already received the insurance claim of late Harpreet Singh and hence there is no question of leading a heavily indebted life by the Petitioner No. 1. On the contrary, it is the Answering Respondent whose life has been deteriorated since the death of her son as she has no other means to survive and is forced to live a destitute's life leading under the heavy debts.

22. That contents of para 22 are not denied to the extent that none of the legal heirs of late Captain Harpreet Singh has received any compensation from rest of the Respondents and rest of the contents of para are matter of record, hence needs no reply from the Answering Respondents.

23. That contents of para 23 are matter of record, however, it is submitted that the Answering Respondent is also entitled to receive the compensation from rest of the Respondents and she has not received any amount from the Respondents.

24. That the contents of para 24 to 27 are matter of record and hence need no reply from the Answering Respondent.

The prayer clause of the Petition are admitted, however, it is most respectfully submitted that the Answering Respondent is the class-I legal heir and hence entitled to the compensation so due and the Respondent No. 1 & 2 are guilty of improper and mis-representation of facts even before this Hon'ble Court. They

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being the public authorities are amenable to the writ jurisdiction of the Hon'ble Court so also are the other Respondents.

Jagjit Kaur

Respondent No. 6

Through Counsel

Vishal

Vishal Dabas
Advocate
Sud & Sud
Advocates
103, Lawyers Chambers
Delhi High Court
New Delhi- 110003

New Delhi
Date: 19.04.2014

9.
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IN THE HIGH COURT OF DELHI AT NEW DELHI

WP(C) 1867 of 2012

In The Matter Of:

Namrata Singh & Another ...Petitioners

Versus

D.G.C.A. & Others ...Respondents

AFFIDAVIT

I, Jagjit Kaur W/o Sh. Gurbakhshish Singh Sekhin aged about 60, R/o 70-B, Model Town, Patiala- 147001, Punjab, presently at New Delhi, do hereby solemnly affirm and declare as under:

1. That I am the Respondent No. 6 in the present petition and as such I am fully conversant with the facts and circumstances of the case and competent to swear this affidavit.
2. That the contents of the accompanying petition have been drafted by my counsel under my instructions and the same have been read over and explained to me in vernacular and admitted to be correct. The contents of the same may be read as part of this affidavit as the same are not reproduced here for the sake of brevity.

Jagjit Kaur

DEPONENT

VERIFICATION

Verified at New Delhi on this the day of April, 2014 that the contents of the above affidavit are true and correct to my knowledge and belief. Nothing material has been concealed therefrom.

Jagjit Kaur

DEPONENT

COURT FEE 4 RS. INDIA FOUR RUPEES

ADVOCATES WELFARE FUND DELHI Rs 10 TEN RUPEES

10/-

IN THE COURT OF ...High Court of Delhi, New Delhi

Suit/Appeal No.....W.P.(C) 1867/2012 ~~Of 2014~~.....Jurisdiction

In Re:

.....Namrata Singh & Another.....Plaintiff or Appellant or Complainant

VERSUS

.....D.G.C.A. & Others..... Defendant or Respondent or Accused

KNOW All to whom these presents come that I/~~We~~ Jagjit Kaur W/o Sh. Gurbakhtbish Sing. R/o-70-B, Model Town Patiala, Punjab ..the above named....Respondent.....No.6.do hereby appoint

SUD & SUD, Advocates

C-387, Defence Colony, New Delhi-110024
Phones 01141079791
103, Lawyers Chamber, Delhi High Court, New Delhi-110 003

.....hereinafter called Advocate to be my/our Advocates in the above noted case and authorize them:

To act, appear and plead in the above noted case in this Court or any other Court in which the same be tried or heard and also in the Appellate Courts.

To sign, file, verify and present pleadings, replications, appeals, cross-objections, or petitions for executions, review, revision, restoration, withdrawal, compromise or other petitions, replies, objections or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stage.

To file and take back documents.

To withdraw, or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.

To take out execution proceedings.

To deposit, draw and receive money, cheques and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course to prosecution of the said case.

To appoint, instruct any other legal practitioner authorizing him to exercise the power and authorities hereby conferred upon the Advocate whenever he may think fit to do so and sign the power of attorney on my/our behalf.

And I/We the undersigned do hereby agree to ratify and confirm at act as if done by the Advocate or their substitutes in the matter as my/our own acts, as if done by me/us to intents and purposes.

And I/We undertake that I/we or my/our duly authorized agents would appear in Court all hearings will confirm the Advocates for appearance when case is called.

And I/We the undersigned to hereby agree not to hold the Advocate or their substitute responsible to the result of the said case, consequence for his absence from the court when the said case is called up for hearing or any negligence of the said advocates or his substitute.

And I/We the undersigned to hereby agree that in the event of the whole or any part to the fee agreed by me/us to the Advocates remaining unpaid they shall have option to abstain themselves from appearing in the court and I/we shall be liable for all the consequences.

IN WITNESS WHEREOF I/we do hereunto set my/our hand to these presents the contents of which have been understood by me/us this ...15th.....Day of...April.....2014.
Accepted subject to the terms of fees.

For

Vishal D/4121/10 Advocates 9873976214

Sonia MH/4477/14 8470049627

Jagjit Kaur

Client

(11)

Proof of Service

276A

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Address: 103 Delhi
City: State: PIN Code:
Sender's VAT / CST / TIN Number:

2 Recipient's Name: Ph:
Company Name:
Address: R/o G-2/61-62
City: State: PIN Code:
Recipient's VAT / CST / TIN Number:

3 Shipment Type: Dox ☐ Non-Dox ☐ Total Num Pcs:
DIM 1: L cm X B cm X H cm X Pcs Actual Wt. Kgs
DIM 2: L cm X B cm X H cm X Pcs Volumetric Wt. Kgs

4 Description of Content | Value of Goods
Total Value of Goods ₹

5 Declared Value for Carriage: ₹ | Risk Coverage: Owner ☐ Carrier ☐
Ref. condition no: 16 overleaf for detailed risk surcharge chart applicable

6 Value Added Services: Not Available

7 7.3 Mode: Surface ☐ Air cargo ☐ Express ☐

8 Charges | Amount (₹)
a) Tariff (incl. Of FSC & ST)
b) Risk Surcharge
c) Service Tax on b
d) Total Amount (a+b+c)
In words
Mode of Payment: Cash ☐ Credit Card ☐

9 I/We declare that this consignment does not contain personal mail, cash, jewellery, contraband, illegal drugs, any prohibited items and commodities which can cause safety hazards while transported by air
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Franchisee Code:
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Company Name:
Address: R/o G-2-61/62
City: State: PIN Code:
Recipient's VAT / CST / TIN Number:

3 Shipment Type: Dox ☐ Non-Dox ☐ Total Num Pcs:
DIM 1: L cm X B cm X H cm X Pcs Actual Wt. Kgs
DIM 2: L cm X B cm X H cm X Pcs Volumetric Wt. Kgs

4 Description of Content | Value of Goods
Total Value of Goods ₹

5 Declared Value for Carriage: ₹ | Risk Coverage: Owner ☐ Carrier ☐
Ref. condition no: 16 overleaf for detailed risk surcharge chart applicable

6 Value Added Services: Not Available

7 7.3 Mode: Surface ☐ Air cargo ☐ Express ☐

8 Charges | Amount (₹)
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b) Risk Surcharge
c) Service Tax on b
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4 Description of Content | Value of Goods
Total Value of Goods ₹

3 Shipment Type: Dox ☐ Non-Dox ☐ | Total Num Pcs:
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DIM 2: L____cm X B____cm X H____cm X____Pcs | Volumetric Wt.: Kgs

5 Declared Value for Carriage: ₹ | Risk Coverage: Owner ☐ Carrier ☐
Ref. condition no: 16 overleaf for detailed risk surcharge chart applicable

6 Value Added Services: Not Available

7 7.3 Mode: Surface ☐ Air cargo ☐ Express ☐

Charges	Amount (₹)
a) Tariff (incl. Of FSC & ST)	
b) Risk Surcharge	
c) Service Tax on b	
Total Amount (a+b+c)	
In words	
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Sender's VAT / CST / TIN Number:

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Company Name:
Address:
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Total Amount (a+b+c)	
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10 Booking Branch Name / Code, Address
Booking Franchisee Name:
Franchisee Code:
Franchisee Service Tax No.:
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Regd.Office: No-3,Victoria Road,Bengaluru-560047
dtdc lite
Non Negotiable Consignment Note / Subject to Bengaluru Jurisdiction.
Please refer to all the terms & conditions printed overleaf of this consignment note before tendering a shipment to DTDC.
ORIGIN:
DEST:

Date: DD / MM / YY
Sender's Code:
Pick-up Ref Num:

1 Sender's Name: Ph:
Company Name:
Address:
City: State: PIN Code:
Sender's VAT / CST / TIN Number:

2 Recipient's Name: Ph:
Company Name:
Address:
City: State: PIN Code:
Recipient's VAT / CST / TIN Number:

4 Description of Content | Value of Goods
Total Value of Goods ₹

3 Shipment Type: Dox ☐ Non-Dox ☐ Total Num.Pcs:
DIM 1: L cm X B cm X H cm X Pcs Actual Wt.: Kgs
DIM 2: L cm X B cm X H cm X Pcs Volumetric Wt.: Kgs

CN Expiry Dt.
CN No.:
* Z15193023 *

5 Declared Value for Carriage: ₹
Risk Coverage: Owner ☐ Carrier ☐
Ref. condition no: 16 overleaf for detailed risk surcharge chart applicable

6 Value Added Services
Not Available

7 7.3 Mode: Surface ☐ Air cargo ☐ Express ☐

Charges | Amount (₹)
Tariff (Incl. Of FSC & ST)
Risk Surcharge
Service Tax on b
Total Amount (a+b+c)
Words
Payment: Cash ☐ Credit Card ☐

9 I/We declare that this consignment does not contain personal mail, cash, jewellery, contraband, illegal drugs, any prohibited items and commodities which can cause safety hazards while transported by air.
Sender's Signature
Date:
Time: AM/PM

10 Booking Branch Name / Code, Address
Booking Franchisee Name:
Franchisee Code:
Franchisee Service Tax No.:
Courier Signature

11 Please call us on 33004444 from your city, prefixing STD code of our nearest customer service centre located in Kolkata, Ahmadabad, Mumbai, Pune, Nagpur, Hyderabad, Bengaluru, Chennai and Kochi and on 44900000 to contact our Delhi customer service centre. Visit us at www.dtdc.com for more information

"DTDC CONSIGNMENT No" To 9845324040 For SMS Tracking. | Visit us at: www.dtdc.com | E-mail : css.plus@dtdc.com | SENDER COPY | Aug-13 Release

DTDC COURIER & CARGO LTD
Regd.Office: No-3,Victoria Road,Bengaluru-560047
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ORIGIN:
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1 Sender's Name: Ph:
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Address:
City: State: PIN Code:
Sender's VAT / CST / TIN Number:

2 Recipient's Name: Ph:
Company Name:
Address:
City: State: PIN Code:
Recipient's VAT / CST / TIN Number:

4 Description of Content | Value of Goods
Total Value of Goods ₹

3 Shipment Type: Dox ☐ Non-Dox ☐ Total Num.Pcs:
DIM 1: L cm X B cm X H cm X Pcs Actual Wt.: Kgs
DIM 2: L cm X B cm X H cm X Pcs Volumetric Wt.: Kgs

CN Expiry Dt.
CN No.:
* Z15193024 *

5 Declared Value for Carriage: ₹
Risk Coverage: Owner ☐ Carrier ☐
Ref. condition no: 16 overleaf for detailed risk surcharge chart applicable

6 Value Added Services
Not Available

7 7.3 Mode: Surface ☐ Air cargo ☐ Express ☐

Charges | Amount (₹)
Tariff (Incl. Of FSC & ST)
Risk Surcharge
Service Tax on b
Total Amount (a+b+c)
Words
Payment: Cash ☐ Credit Card ☐

9 I/We declare that this consignment does not contain personal mail, cash, jewellery, contraband, illegal drugs, any prohibited items and commodities which can cause safety hazards while transported by air.
Sender's Signature
Date:
Time: AM/PM

10 Booking Branch Name / Code, Address
Booking Franchisee Name:
Franchisee Code:
Franchisee Service Tax No.:
Courier Signature

11 Please call us on 33004444 from your city, prefixing STD code of our nearest customer service centre located in Kolkata, Ahmadabad, Mumbai, Pune, Nagpur, Hyderabad, Bengaluru, Chennai and Kochi and on 44900000 to contact our Delhi customer service centre. Visit us at www.dtdc.com for more information

"DTDC CONSIGNMENT No" To 9845324040 For SMS Tracking. | Visit us at: www.dtdc.com | E-mail : css.plus@dtdc.com | SENDER COPY | Aug-13 Release

05/02/15

IN THE HIGH COURT OF DELHI AT NEW DELHI

W. P. (C) No. 1867 OF 2012

IN THE MATTER OF:

Namrata Singh and Anr. .....Petitioners

Versus

Director General Civil Aviation (DGCA) and Ors. .....Respondents

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1.	Typed Policy Copy		1 - 2

266894

FILED TODAY
Filing No.....
18 DEC 2014
Deputy Registrar

New Delhi

Date : 18.12.201

Respondent No. 5

Though

A.K. De
Advocate
D-27,Laxmi Nagar,
Delhi – 110092.
M-9811718302
9910613480

277

UNITED INDIA INSURANCE CO. LTD.

Policy Schedule

Dept: Aviation Hull All Risks

Policy Number: 040600/43/10/01/00000002

Agent Code: 88888058, Agent Name: JK Risk Managers and insurance Brokers Ltd.

Agent Contact No: (011) 233112-5

Insured's Name: AIR CHARTER SERVICES PVT. LTD.

Address: 6 + 5 Building, 4th Floor, Room No. 402/412, IGI Domestic Airport, Palam, New Delhi, Distt. Delhi, New Delhi 110037, Tel. No. 25674449.

Issuing Office Code: 040600

Address: 60, SKYLARK Building, 5th Floor, Nehru Place Delhi, Tel : 26439984, 26452631, Fax-26413031.

Development Officer : 777777 Client Type Corporate

Date of proposal & Declaration : 14.01.2011

Paid Up Capital upto Rs. 15 Crores

Policy Period : 00.00 Hrs on 16.01.2011 to Midnight of 15.01.2012

Receipt Date & No. 14.01.2011 040600/81/10/01/0000001823

Net Premium 278920 Rupees Two Lakh Seventy Eight Thousand Nine Hundred Twenty Only.

UIIC 040600 : 1001

Srl. No.	Description	Sum Insured (Rs.)
1.	Hull All Risk (Total Premium under the Policy is Rs. 12,30,595/- Including tax payable in 4: Equal installment	13,50,00,000.00
2.	Hull War Risk liability :	13,50,00,000.00
3.	Third Party liability Including passenger legal liability of Rs. 50 Lacs Per Passenger and baggage (Legal Liability of Rs. 25,000/- Per Passenger)	2,70,00,00,000.00
	Total Insured	2,97,00,00,000.00

Total Sum Insured (In Words): In Rupees Two Hundred Ninety Seven Crore Only

Risks Covered: Hull All Risks for non scheduled Charter Type-Fixed wing, make

– Pilatus PC-12/45 Model 2005, Sitting Capacity 8+2 Turbine Engine, REC No., N386F.

Location: India Including J&K, Nepal, Srilanka, Pakistan, Afghanistan, Iran, Iraq, Otherwise Usually Kept at IGI Airport / Amritsar Airport.

For A.S.(S) (Sanjay Jain) 19-12-14

Special Peril: Hull all Risks (Flight Taxing, Grounded, Moored as the case may be) , Hull war Risks, Third Party Liability Including passenger liability and baggage liability.

Special Exclusion: As per Aviation Policy.

Subject To Clause: 1) As Per Aviation Policy Clause (617F), Except for the above mentioned counters, 2) Additional Insured during Ferry Flight (From Bournemouth, UK to Corfu, Corfu to Luxor, Luxor to Fujairah, Fujairah to delhi), Are Pilatus PC-12/45 Ltd, UK & Rangeflyer, INC, USA.

Special Excess: Deductible INR 5 Lakhs for each and every loss excluding TL/CTL/ATL, No Deductible for TPL, P.A. and Baggage.

Special Conditions: Pilot's Warranty/Ferry – Pilot on command duty licenced and certified for the flights with a minimum of 2000 hours of flying experience and 1000 hours on multi Engine

Jet and 250 Hours on make and model.

Co-Pilot: Duly licenced and certified for the flights

With a Minimum of 1000 Hours of flying experience and 500 ours on multiengine jet and 100 Hours on Make and Model. .

Pilot warranty for Regular Operation:- Duly Licenced and

In witness whereof this policy has been signed at New Delhi

On this 14th Day of January, 2011.

For And on Behalf of

UNITED INDIA INSURANCE CO. LTD.

Sd/-

Authorised Signatory

.....

K_ Daniel – K_ Daniel-14/01/2011 18:26:56-5-1 0046 6.5.0.1 As per Conditions and clause attached

(TRUE TYPED COPY)

(1) Cm. - Divn

HIGH COURT OF DELHI

DIARY NO : 251550/2015	**CASE TYPE :**	**CM APPL.**	**Filing Date :** 21/05/15 10:35:08

4

9390/15

IN W.P.(C)-1867/2012

NAMRATA SINGH & ANR
Vs.
DIRECTOR GENERAL CIVIL AVIATION (DGCA) & ORS

The petition/appeal being in order,may be registered. for 22/5/15

SCRU ASSISTANT: SMT. NEERU SAXENA

21/5/15

21/5/15

Signature
Dealing Assistant

AOJ/AR( )

Already fixed for 22/5/15 in Court No. 7 as item no. 29.

21/5/15

C-7 for 22-5-15 (Date Fixed)

21-5-15

29

HIGH COURT OF DELHI

DIARY NO : 251550/2015	**CASE TYPE :**	**CM APPL.**	**Filing Date :** 19/05/15 15:33:35

IN W.P.(C)-1867/2012

NAMRATA SINGH & ANR
Vs.
DIRECTOR GENERAL CIVIL AVIATION (DGCA) & ORS

1. Petition/ applications/ annexures/order/power of attorney should be stamped.(109) — 20-MAY-15

The above unremoved objections be removed hence same may be returned to be refile within a week.

SCRU ASSISTANT: SMT. NEERU SAXENA

20/5/15

Signature
Dealing Assistant

AOJ/AR( )

Objection Removed
20/5/2015

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IN THE HIGH COURT OF DELHI AT NEW DELHI
(EXTRA ORDINARY ORIGINAL WRIT JURISDICTION)
C.M. No. of 2015
IN
WP(C) No. 1867 of 2012

IN THE MATTER OF:
Namrata Singh and Another .... Petitioners

Versus

The Directorate General of Civil Aviation(DGCA and Ors. ....Respondents

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N.D.O.H.: 22.05.2015

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5.	**Annexure-A-1**: True copy of order dated 11.12.2013 passed in C.M. No. 1260 of 2013 In WP(C) No. 1867 of 2012 by this Hon'ble Court.	9-10
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251550
Neem.

NEW DELHI
DATED: 15 May 2015

(GURJINDER SINGH CHAHAL)
Advocate for Applicant
Enrol No. P571/2003
3375, Sector 35-D,
Chandigarh
Mob. 0-9779999122

NOTE: ALL PARTIES HAVE BEEN SERVED

1220

IN THE HIGH COURT OF DELHI AT NEW DELHI

(EXTRA ORDINARY ORIGINAL WRIT JURISDICTION)

C.M. No. of 2015

IN

WP(C) No. 1867 of 2012

IN THE MATTER OF:

Namrata Singh and Another .... Petitioners

Versus

The Directorate General of Civil Aviation(DGCA and Ors. ....Respondents

NOTICE OF MOTION

To,

Recd copy
Arun Bhardwaj Adv.
for Petitioner No. 1 & 2
19/5/15

Enclosed herewith copy of the application is being filed by the Petitioner/Applicant and the matter is likely to be listed on 22 May, 2015.

Please take notice accordingly.

Yours faithfully

Encl.: As above

NEW DELHI
DATED: 19 May, 2015

(GURJINDER SINGH CHAHAL)
Advocate for Applicant
Enrol No. P571/2003
3375, Sector 35-D,
Chandigarh
Mob. 0-9779999122

Recd copy
Harkesh
19/5/15
ARUN Bhardwaj Adv.
R-1 & R-2

Recd copy
D.D. SINGH
Advocate
for Respondent 3 & 4
19/5/2015

Received Copy
A.K. De Adv.
for Respondent No. 5
19/5/15

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IN THE HIGH COURT OF DELHI AT NEW DELHI

(EXTRA ORDINARY ORIGINAL WRIT JURISDICTION)

C.M. No. of 2015
IN

WP(C) No. 1867 of 2012

IN THE MATTER OF:

Namrata Singh and Another .... Petitioners

Versus

The Directorate General of Civil Aviation(DGCA and Ors. ....Respondents

URGENT APPLICATION

To,

The Registrar,
High Court of Delhi,
New Delhi

Sir,

Kindly treat the accompanying application on the basis of High Court rules and Regulations.

The Ground of urgency is:

"Applicant filed an application for substitution/transposition".

NEW DELHI
DATED: 15. May, 2015

(GURJINDER SINGH CHAHAL)
Advocate for Applicant
Enrol No. P571/2003
3375, Sector 35-D,
Chandigarh
Mob. 0-9779999122

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IN THE HIGH COURT OF DELHI AT NEW DELHI
(EXTRA ORDINARY ORIGINAL WRIT JURISDICTION)
C.M. No. of 2015
IN
WP(C) No. 1867 of 2012

IN THE MATTER OF:

Namrata Singh and Another .... Petitioners

Versus

The Directorate General of Civil Aviation(DGCA
and Ors. ....Respondents

AMENDED MEMO OF PARTIES

1. Namrata Singh
   W/o Late Capt. Harpreet Singh Sekhon
   R/o F-2, 6/384, Maruti apartments,
   Chitrakoot, Vishal Nagar,
   Jaipur

2. Baby e birth
   Aged 4 months
   D/o Namrata Singh
   W/o Late Capt. Harpreet Singh Sekhon
   R/o F-2, 6/384, Maruti Apartments,
   Chitrakoot, Vishal Nagar,
   Jaipur

3. Jagjit Kaur widow of S. Gurbakshish Singh
   Mother of Harpreet Singh Sekhon (deceased)
   R/o 70-B, Model Town,
   Patiala, District Patiala
   (Punjab) .... Petitioners

Versus

1. The Director General Civil Aviation
   (DGCA),
   Aurbindo Marg, Opp.: Safdarjung,
   Airport, New Delhi-110 003
   (India)

4 283

2. Civil Aviation Ministry,
Through its Secretary,
Rajiv Gandhi Bhawan,
Safdarjung Airport,
New Delhi-110003,
(India)

3. Air Charter Services (P) Ltd.
Through its Managing Director
Mr. Semoun Jolly
At:
BMS Complex 10, Plaza Cinema Building,
Connaught Place,
New Delhi

Also at:
D-67, Ground Floor, Defence Colony,
New Delhi-110024
(India)

Also at:
G-5, Building, 4th Floor,
Room No. 402/412,
IGI Domestic Airport,
Palam, New Delhi-110037

4. Mr. Sunil Gaur, CEO
D-67, Ground Floor, Defence Colony,
New Delhi-110024
(India)

5. United India Insurance Co. Ltd.
60, Skylark Building,
5th Floor, Nehru Place,
New Delhi.

Respondents

GURJINDER SINGH CHAHAL
ADVOCATE
E. No. P/571/2003

NEW DELHI
DATED: 15.05.2015

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IN THE HIGH COURT OF DELHI AT NEW DELHI
(EXTRA ORDINARY ORIGINAL WRIT JURISDICTION)
C.M. No. 9390 of 2015
IN
WP(C) No. 1867 of 2012

IN THE MATTER OF:
Namrata Singh and Another .... Petitioners

Versus

The Directorate General of Civil Aviation(DGCA
and Ors. ....Respondents

Application under Order 23 Rule 1(A) and Order 1 Rule 10 read with Section 151 of Code of Civil Procedure, 1908, for transposing/adding/substituting applicant Jagjit Kaur aged 57 years widow of S. Gurbakshshish Singh resident 70-B Model Town Patiala District Patiala, as petitioner No. 3 in place of respondent No. 6 as arrayed in present petition.

RESPECTFULLY SHOWETH:

1. That the above titled writ petition is pending before this Hon'ble Court and same is now fixed for 22.05.2015.
2. That applicant Jagjit Kaur aged 57 years widow of s. Gurbakhshish Singh resident of 70-B, Model Town, Patiala district, Patiala is admittedly the class one legal heir of the deceased being the mother and has common grievance/interest in the present writ petition as has been raised by Namrata Singh and

another (Petitioner) and is entitled to claim the share of compensation on account of the death of Harpreet Singh Sekhon (since deceased) son of the applicant and she is having suitable apprehension that petitioner may not collude with the other respondents and may withdraw the present case.

3. That the petitioner earlier moved Civil Misc. No.1260 of 2013 for impleadment and she was got impleaded as respondent vide order dated 11.12.2013 passed by this Hon`ble Court, but since now she was advised to file the writ petition, she filed WP (C) No.4132 of 2015 claiming compensation on account of the death of the deceased son which was disposed of by this Hon`ble Court vide order dated 27.04.2015. The copies of the order dated 11.12.2013 passed in Civil Misc. No.1260 of 2013 and 27.04.2015 passed in WP (C) No.4132 of 2015 are annexed herewith as **Annexure A-1 and A-2** respectively.

4. That petitioner and applicant having same status and claim in the compensation to be awarded and hence, it is therefore necessary to be impleaded the applicant/respondent as petitioner no.3 in order to enable this Hon`ble Court to effectually and completely adjudicate upon and settle all questions involved in present writ petition and would not cause any prejudice to any party to present list in any

manner whatsoever and would prevent multiplicity of litigation.

PRAYER

It is, therefore, respectfully prayed that the Hon'ble Court may be pleased to:

(a) allow applicant Jagjit Kaur aged 57 years widow of S. Gurbakhshish Singh resident of 70-B, Model Town, Patiala district Patiala may kindly be transposed/substituted as Petitioner No. 3 in place of Respondent No. 6 in pending writ petition No. 1867 of 2012 in the interest of justice, equity and fair play;

(b) pass such other order as this Hon'ble Court may deem fit and proper in the facts and circumstances of this case.

NEW DELHI
DATED: 15 May, 2015

(GURJINDER SINGH CHAHAL)
Advocate for Applicant
Enrol No. P571/2003
3375, Sector 35-D,
Chandigarh
Mob. 0-9779999122

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IN THE HIGH COURT OF DELHI AT NEW DELHI

C.M. No. 9390 of 2015
IN
WRIT PETITION (CIVIL) No. 1867 of 2012

IN THE MATTER OF:
Namrata Singh and Anr. ...Petitioners

Versus

The Director General Civil Aviation(DGCA)
& Ors. ... Respondents

AFFIDAVIT

I, Jagjit Kaur Wd/o S. Gurbakhshish Singh, Aged about 57 Years, R/o 70-B, Model Town, Patiala District Patiala, presently at New Delhi, do hereby solemnly affirm and declare as under:

1. That I am the applicant in the Application for transposition and am therefore, well conversant with the facts of the case and as such competent to swear this affidavit.
2. That I state that the contents of the accompanying application has been drafted by my counsel under my instructions which has been explained to me in vernacular language, the contents of the same are true and correct to the best of my knowledge and belief.

Jagjit Kaur
DEPONENT

15 MAY 2015

I identify the Deponent who has signed in my presence

VERIFICATION:

Verified at New Delhi on this the 15 day of May, 2015; that the contents of this affidavit are true and correct to my knowledge; no part of it is false and nothing material has been concealed therefrom.

The Seal Oath Commissioner
Sl. No. HC/94/2014
YUDHISHTER SHARMA
App. by Delhi High Court
Period 14-09-2014
to 13-09-2016
Delhi High Court, New Delhi-3

Certified That The Deponent
Shri/Smt/Km. ..... Age .....
S/o W/o .....
R/o .....
Identified by Shri/Smt. .....
has Solemnly affirmed before me at Delhi
on .....
That the contents of the affidavit which have been read & explained to me are true and correct to his knowledge

Jagjit Kaur
DEPONENT

15 MAY 2015

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Annexure A-1

IN THE HIGH COURT OF DELHI AT NEW DELHI

W.P.(C) 1867 of 2012 and CM 4046/2012 (stay)

Namrata Singh and anr. ... Petitioner

Versus

Through: Mr. Arun Khatri, Adv.

Versus

Director General Civil Aviation (DGCA) and others

... Respondent

Through: Ms. Mamta Bhardwaj, Adv. For applicant.

Mr. Jatan Singh, CGSC for UOI

Mr. D.D. Singh, Adv. For R-3 and 4

Mr. Rajesh Dwivedi, Adv. For R-5.

Coram:

Hon`ble Mr. Justice V.K. Jain

ORDER:

11.12.2013

CM No. 1260/2013 (for impleadment of Ms. Jagjit Kaur as party in the writ petition)

Since the applicant is the mother of late Shri Harpreet Singh Sikhon, she is allowed to be impleaded as respondent in this writ petition.

The amended memo of parties be filed within a week. Para-wise counter affidavit, along with supporting documents, by

TIC

16 299

newly impleaded respondent be filed within two (2) weeks. Rejoinder can be filed within two (2) Weeks thereafter.

The application stands disposed of.

W.P.(C) No. 1867/2012

List this petition for hearing on 23.04.2014.

V.K. Jain, J
December 11,2013

(True Copy)

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Annexure A-2

IN THE HIGH COURT OF DELHI AT NEW DELHI

W.P.(C) 4132 of 2015

Jagjit Kaur ... Petitioner

Through: Mr. Gurjinder Singh Chahal, Adv.

Versus

The Directorate General of Civil Aviation (DGCA) and ors.

... Respondents

Through: Ms Anjana Gosain & Mr. Arnab Naskar, Advs. For resp./DGCA

CORAM:

Hon`ble Mr. Justice Rajiv Shakdher

Order

27.4.2015

%

CM No. 7500/2015 (Exemption)

Allowed subject to just exceptions

WP(C) 4132/2015 & CM No. 7499/2015 (Stay)

Learned counsel for the petitioner concedes that the petitioner, on her say so, got impleaded in WP(C) No. 1867/2012 vide order dated 11.12.2013 passed in the said writ petition. The interlocutory application filed by the petitioner for this purpose, in the said writ petition, was CM No. 1260/2013.

Learned counsel for the petitioner says that in the said writ petition the petitioner herein has been impleaded as

Tr C

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respondent No.4 and that she would also be wanting to claim relief in the said petition along with other petitioners.

According to me, no separate writ petition can now be maintained since the petitioner herein has already got herself impleaded in the writ petition. The petitioner herein is the mother, whereas petitioners in the other writ petition are the wife and child of the pilot who died in the air crash.

In these circumstances, the petitioner herein may take appropriate steps for transposition. If such an application is moved, the same will be considered in accordance with law.

The writ petition is, accordingly, disposed of.

April 27, 2015 Sd/- Rajiv Shakdher, J

True copy

Advocate