GOVERNMENT OF INDIA
OFFICE OF DIRECTOR GENERAL OF CIVIL AVIATION
AUROBINDO MARG, OPP. SAFDARJUNG AIRPORT, NEW DELHI-110003

FLYING TRAINING CIRCULAR 02 OF 2026

E-File No. DGCA-16026(23)/6/2018-DFT
Dated: 05th October 2026

Subject: Guidelines for Agreement between Flying Training Organisations (FTOs) and Trainees

1. Purpose:

These guidelines are intended to ensure a transparent, fair, and just process in respect of trainee induction, training fee, refund, transfer, training records, and other matters having a bearing on the continuity, quality, and safe conduct of flight training at DGCA-approved FTOs.

These guidelines shall be applicable to DGCA-approved FTOs and trainees in the larger public interest.

The guidelines are not intended to regulate the private contractual relationship between the FTO and trainees in its entirety or to make DGCA an adjudicating authority for purely commercial disputes. All parts of the contract should be mutually agreed.

2. Trainee Induction:

At the time of enrolment, the FTO shall provide the trainee, in writing, which should be a part of the agreement and signed by both parties with details of:

a) Course of training;
b) Applicable regulatory requirements;
c) Estimated duration of training;
d) Flying hours and ground training requirements;
e) Aircraft type(s) to be used;
f) Fee structure and payment schedule;
g) Refund policy;
h) Charges other than flying fees;
i) Conditions relating to discontinuation and transfer; and
j) Grievance redressal mechanism.
h) Intimation to DGCA regarding fee increase and updating the website before effectiveness.

The information published on the FTO's website and provided to the trainee shall be

consistent with the arrangements applicable to the trainee.

The agreement shall be signed by the Accountable Manager or any authorized person of the FTO and the trainee if 18 years or above of age. In case of minors, parents/ guardian shall sign the agreement for minors.

3. Fee Structure

3.1 The complete fee structure shall be transparent, and disclosed to the trainee as per published website details before enrolment.

3.2 The fee structure shall clearly indicate components of fees including non-refundable components.

3.3 The FTO shall clearly specify charges relating to: flying training, ground training, simulator/FSTD training (where applicable), examination/assessment, documentation, accommodation/hostel (where applicable), and other components of compulsory services/charges.

3.4 No hidden or undisclosed charge shall be imposed.

3.5 Charges for operational items such as landing, parking, ground handling, or other charges, wherever payable by the trainee, shall be clearly disclosed in advance.

4. Progressive Fee Payment

4.1 The fee payment structure for flying training shall be linked to defined blocks of the total prescribed flying training, expressed in percentage terms.

4.2 The total prescribed flying training shall ordinarily be divided into equitable four progressive blocks of 25% each. The corresponding fee for each block shall be payable progressively as the training progresses.

4.3 The FTO shall not raise a demand for payment towards the next block until the flying training covered under the preceding block has been completed/substantially utilised.

4.4 The trainee shall not be required to deposit the entire course fee or the entire flying training fee in advance. At any stage, the advance payment for flying training shall not exceed the fee corresponding to the next 25% block of the prescribed flying training.

4.5 The detailed block-wise payment schedule, indicating the percentage of flying training covered by each block and the corresponding fee payable, shall be disclosed to the trainee before enrolment, and incorporated in the trainee agreement.

4.6 Where the total prescribed flying training hours do not permit an exact division into four equal blocks, the FTO shall define the corresponding flying-hour limits for each 25% block before enrolment and disclose the same in the trainee agreement.

4.7 The FTO shall maintain a clear account of the amount received, flying training utilised/completed, and the unutilised balance against each trainee.

5. No Hidden or Arbitrary Charges

5.1 No hidden, arbitrary, or ad-hoc charge shall be imposed during the course.

5.2 Any additional charge arising from a force majeure having financial implications shall be clearly communicated with reasons and agreed upon in accordance with the terms of the trainee agreement. The circumstances having financial implications shall be intimated DGCA as per para 2(h) of this guidelines.

6. Change in Fee and Other Material Terms

6.1 The fee and other material terms agreed under performa agreement at the time of enrolment shall not be unilaterally altered in a manner materially prejudicial to the trainee.

6.2 Any material change shall never be retrospective in nature and shall be communicated to the trainee in writing with reasons.

6.3 Where a material change affects the prospective trainee's financial liability or commencement of training, the change should be based on mutual agreement between the FTO and trainee.

6.4 A material change in contractual terms shall not be used to prevent or delay the transfer of the trainee or release of training records required under the applicable CAR.

7. Refund Policy

7.1 Every FTO shall maintain and publish a clear refund policy in accordance with Para 14.1.2 of CAR 7/D/I.

7.2 The refund policy shall be transparent, fair, just, reasonable, and non-arbitrary.

7.3 No blanket provision providing that the entire training fee is non-refundable under no circumstances shall be included in the standard proforma trainee agreement.

7.4 The FTO may retain/deduct amounts corresponding to training/services actually provided.

7.5 The unutilised training fee shall ordinarily be refundable, subject to reasonable and clearly disclosed charges applicable under the agreement.

7.6 No arbitrary deduction shall be made.

7.7 The refund calculation shall clearly indicate: total amount received, training/services utilised, amount attributable to training/services already provided, other defined deductions and their basis, and the net amount refundable.

7.8 Refund should ordinarily be processed within 15 working days after completion of the required formalities.

8. Transfer of Trainee

8.1 A trainee may seek transfer from one FTO to another DGCA-approved FTO in accordance with Para 14.2 of CAR 7/D/I.

8.2 The outgoing FTO shall comply with the applicable requirements for release and transfer of training records and documentation along with NOC

8.3 Financial disputes between the trainee and substitute FTO shall not be used to withhold training records required for continuation of regulated training.

8.4 The outgoing FTO shall provide a statement of financial settlement indicating the amount paid, amount utilised, and amount refundable, where applicable.

8.5 The receiving FTO shall assess the trainee's training records and determine the training required to be undertaken for continuation/completion of the course in accordance with applicable regulatory requirements.

9. Transfer with Refund of Entire Unutilised Training Fee

Where transfer is sought due to circumstances substantially attributable to the FTO, the trainee shall ordinarily be entitled to a refund of the entire unutilised training fee. Such circumstances may include:

a) Inability of the FTO to provide training in accordance with the terms executed in the agreement with respect to duration of training vis-à-vis the block period;

b) Suspension/cancellation or other cessation of the FTO's approval resulting in an inability to continue the trainee's training;

c) Material unilateral alteration of agreed fee or essential training conditions by the FTO, where the trainee does not agree to continue;

d) Material misrepresentation relating to training capacity, facilities, or other essential conditions at the time of enrolment; or

e) Persistent FTO-related disruption which materially affects the continuity or quality of training.

In such cases, the FTO may retain only amounts relating to training/services actually rendered and other legitimate, clearly disclosed, and applicable charges.

10. Cases Where Full Refund of Unutilised Training Fee May Not Arise

A trainee seeking transfer solely due to personal preference or circumstances not attributable to the FTO shall not automatically be entitled to the treatment specified in Para 9. In such cases, the refund shall be dealt with in accordance with the FTO's published refund policy and the agreed terms, subject to the principles of transparency, reasonableness, and non-arbitrariness.

11. Training Records

11.1 Trainees shall be provided reasonable access to their training progress and

records.

11.2 Training records shall be maintained in accordance with applicable DGCA requirements.

11.3 On transfer, the required training documentation shall be provided in accordance with Para 14.2 of CAR 7/D/I.

11.4 Training records shall not be withheld as a means of recovering disputed fees.

12. Flying Roster

12.1 The CFI/Dy. CFI shall prepare the flying roster at least one day in advance.

12.2 The roster shall be prepared using a rational and transparent method, taking into account: aircraft availability, instructor availability, trainee's training stage, training continuity, operational limitations, and safety requirements.

12.3 The roster shall be communicated to the trainees before the scheduled training.

12.4 The FTO should adhere to the published roster.

12.5 Any deviation from the published roster should be recorded with reasons.

12.6 Repeated cancellation or non-adherence to the roster shall be reviewed by the CFI/Dy. CFI and Accountable Manager as appropriate.

13. Mandatory Trainee Attendance

As per 15.1.1 of CAR Section 7 Series D Part I, mandatory attendance must be maintained and verified with the trainee's signature. A Breath Analyzer (BA) test cannot be considered as a valid record of attendance as per CAR provisions.

14. Training Continuity and Resources

The FTO shall maintain sufficient aircraft, instructors, and facilities as required under the applicable regulatory requirements for safe and orderly conduct of training. Trainees should be informed of prolonged FTO-related disruption affecting their training. Repeated or prolonged disruption shall be reviewed by the FTO through its management and quality assurance system and, where it raises a regulatory concern, may be subject to DGCA oversight.

15. Safety and Quality of Training

No clause of the trainee agreement shall override the requirements of the Aircraft Rules, applicable CARs, approved training programme, FTO manuals, or other DGCA directions. The FTO shall not:

a) Compromise safety to meet contractual commitments;
b) Require a trainee to undertake training contrary to applicable safety requirements;
c) Discourage a trainee from raising a genuine safety concern;
d) Penalise a trainee for exercising a legitimate safety-related right; or

e) Permit contractual/financial considerations to compromise the required quality of training.

16. Grievance Redressal

16.1 Every FTO shall maintain an internal trainee grievance mechanism.

16.2 Each grievance shall be recorded and acknowledged.

16.3 The grievance should ordinarily be examined and responded to within 7 working days.

16.4 Safety and regulatory complaints shall be dealt with separately from purely commercial disputes.

16.5 A trainee shall not be subjected to adverse treatment merely for raising a bona fide confidential/voluntary reports on safety or regulatory concern.

17. Trainee Feedback

The FTO should provide a mechanism for trainees to provide feedback regarding: instructors, aircraft availability, training facilities, training schedules, ground training, and other aspects of training delivery. The feedback should be periodically reviewed by the FTO as part of its quality assurance/training management system.

18. Transparency and Accountability

The FTO shall maintain appropriate records to demonstrate, during DGCA oversight, that:

a) Trainee induction is being carried out in accordance with applicable requirements;
b) The published fee structure and refund policy are being implemented transparently;
c) Trainee training progress is being monitored;
d) Required aircraft and instructors are available;
e) Flying rosters are being prepared and monitored;
f) Significant training delays are identified and addressed;
g) Training records are properly maintained; and
h) Trainee grievances are appropriately dealt with.

19. Non-Discrimination and Fair Treatment

The FTO shall ensure fair and non-discriminatory treatment of trainee trainees and shall endeavour to provide training opportunities fairly and transparently in accordance with training requirements, safety considerations, and available resources.

20. Role of DGCA

20.1 DGCA's role under these guidelines shall be limited to matters falling within its regulatory mandate.

20.2 DGCA may examine compliance with these guidelines during approval, surveillance, inspection, or other regulatory oversight of an FTO.

20.3 DGCA may examine matters relating to fee/refund/transfer arrangements where such matters have a bearing on: compliance with Para 14.1.2 or 14.2 of CAR 7/D/I, continuity of approved training, training records, safety, quality of training, FTO accountability, or other applicable regulatory requirements.

20.4 DGCA shall not ordinarily adjudicate purely private claims relating to damages, compensation, or recovery of contractual dues.

21. General Principle

The FTO shall conduct its dealings with trainees in a manner that promotes transparency, accountability, fairness, justice, and the orderly continuation of safe and quality flight training.

No term of the agreement shall be inconsistent with the applicable regulatory requirements or be used to defeat the regulatory provisions relating to transfer, release of training records, continuity or safe and quality conduct of approved training.

The agreement executed and signed between the trainee and the FTO at enrolment remains applicable at the time of release/transfer, but the agreement itself must conform to the applicable DGCA regulatory requirements.

22. Enforcement

Non-compliance with these guidelines shall be dealt with in accordance with the provisions of CAR Section 7 Series D Part I and other applicable regulations. Regulatory measures, including restriction/stoppage of trainee intake, may be taken where warranted.

5/10/2026

(Sanjay K. Bramhane)
Jt. Director General
For Director General of Civil Aviation