ARMED FORCES TRIBUNAL, REGIONAL BENCH, CHENNAI

O.A.No.106 of 2013

Tuesday, the 26th day of November, 2013

THE HONOURABLE JUSTICE V. PERIYA KARUPPIAH
(MEMBER - JUDICIAL)
AND
THE HONOURABLE LT GEN (RETD) ANAND MOHAN VERMA
(MEMBER – ADMINISTRATIVE)

No.1339105 Ex-Spr. Chengaiah,
House No.4/875, Mahatma Nagar,
Yeraguntala,
Cuddapah - Dist.
Andhra Pradesh-516 309.

… Applicant

By Legal Practitioner:
Mr. M. Selvaraj

Vs.

1. Union of India rep. by
   Secretary to Ministry of Defence,
   New Delhi.

2. PCDA (P),
   Allahabad.

3. The Officer in Charge, MEG Records,
   PIN Code No.90493.

4. The Officer Commanding,
   13 Field Company, 4 Engineer Group,
   C/O 56 APO.

… Respondents

By Mr. B. Shanthakumar, SPC

ORDER

(Order of the Tribunal made by
Hon'ble Justice V.Periya Karuppiah, Member-Judicial)

1. This application has been filed by the applicant for a direction to produce the records connected with the impugned order No.1339105/Pen (SP)/PPO dated 29.9.2012 on the file of 3rd respondent and to quash them and consequently direct the respondents to pay service pension with effect from 1.8.1978 with all consequential benefits.

2. The factual aspects stated in the application would be as follows:-

The applicant was enrolled in the Army on 12.7.1963 as Sapper. After he completed his training at MEG Centre at Ulsoor for one and half year, he was attested in service by taking oath of allegiance. During the month of December, 1964, the applicant was serving at Bhandipur near Srinagar and Baramulla. He was preparing for war and thereafter in the year 1965, he fought against Pakistan at Sialkot inside the Pakistan territory by serving in an Army Division. The applicant served to the best of his ability to the Nation by risking his life to the fullest possible capacity. The applicant was posted to Assam in 23, Mountain Division, after the war and at Chandigarh

for a shorter period. The applicant was awarded Samar Seva (1965) Medal (War Medal) and Assam Medal and his character was assessed as 'Exemplary'. The applicant had unblemished records throughout his service. However, he was posted to MEG Records during the middle of 1970 and was illegally discharged by incompetent authority despite the applicant was willing to serve, further, the nation. The respondents 3 and 4 ought to have extended the service of the applicant till the completion of his pensionable service by putting him in reserve service and if it was done, the applicant would have got the service pension on completion of his reserve service also. The respondents with malafide intention and personal bias had informed the applicant that he would get the pension on completion of the service period and discharged him by stating that there is no vacancy in the reserve, whereas there was a vacancy in the reserve. The similarly placed individuals and the juniors of the applicant were put in reserve service for 08 years after the completion of initial engagement of 07 years of service. Whereas the applicant was arbitrarily not put in reserve service in a discriminative way. The discharge certificate of the applicant was also issued to him belatedly and the reason stated that there was no vacancy in the reserve was illegal and factually incorrect. The applicant being a poor and illiterate person has attained the age of 65. He has got three female children with no help from any male member to earn and support his family. The applicant is financially weak and he is suffering for his day to day

survival since he was not granted any pension. The applicant was not aware of the Armed Forces Tribunal established at Chennai and, therefore, a delay has been caused in challenging the impugned orders dated 8.11.1970 and 29.9.2012 under which the applicant was illegally discharged. The applicant had a right to get extension of service, but the respondents did not allow him to continue in service and, therefore, the order of discharge is liable to be challenged. The applicant should have been deemed in service for the reserve period also, as he was inducted in service on the assignment of 07 years colour service and 08 years reserve service in the year 1963. Therefore, the applicant prays for setting aside the impugned orders dated 6.11.1970 and 29.9.2012 and to grant service pension including reservist period of engagement and thus the application may be allowed.

3. The respondents filed a Memo on 24.10.2013 seeking to treat the contents of the Counter Affidavit filed in M.A.No.113 of 2013 as the Reply Statement in O.A.No.106 of 2013, and it was accordingly recorded.

4. The objections raised by the respondents in the aforesaid Counter Affidavit would be as follows :-

The application is not maintainable. The service and medical documents of the applicant No.1339105 Ex-Spr Chengaiah have already been destroyed being the case of a non-pensioner after the stipulated period

of 25 years retention as per provisions contained in Para 595 of Regulations for the Army, 1987. The only documentary evidence to prove the service of the applicant is the entries recorded in the Long Roll maintained in Record Office, Madras Engineer Group. As seen from the entries recorded in the Long Roll, the applicant was enrolled in the Army on 12.7.1963 and was discharged from service with effect from 7.11.1970 under Rule 13 (3)item III (ii) of Army Rules, 1954 on completion of terms of engagement in the appropriate column. The reason stated was that there was no vacancy in the reserve. The applicant had put in 07 years 03 months and 20 days service. This would not be sufficient as per Rule-132 of Pension Regulations for the Army, 1961 (Part-I) to grant or earn service pension. According to the said Rule, 15 years of continuous service is necessary for the grant of service pension. The application filed by the applicant is hopelessly barred by limitation. The applicant does not have a semblance of cause of action to maintain the application. The application has to be dismissed in view of the delay and laches. The only document available to prove the service of the applicant is the entries recorded in the Long Roll maintained in Record Office, MEG. The applicant was enrolled in the army on 12.7.1963 and was discharged from the army with effect from 7.11.1970 under Rule 13 (3) item III (ii) of Army Rules, 1954. The applicant could have approached the Court immediately after his retirement from service. He has come to Court with an insurmountable delay of 15273 days which was not explained at all.

Therefore, the application filed by the applicant may be dismissed with exemplary costs.

5. On the above pleadings, the following points were framed for consideration :-

1) Whether the impugned orders dated 6.11.1970 and 29.9.2012 passed by the 3rd respondent are liable to be quashed ?

2) Whether the applicant is entitled for service pension including reservist period with effect from 1.8.1978 with all consequential benefits ?

3) To what relief the applicant is entitled for ?

6. Heard Mr. M. Selvaraj, Learned Counsel appearing for the applicant and Mr. B. Shanthakumar, Learned Senior Panel Counsel assisted by Captain Vaibhav Kumar, Learned JAG Officer, appearing for the respondents.

7. The Learned Counsel for the applicant would submit in his argument that the applicant was enrolled in the army on 12.7.1963 as Sapper with the terms of engagement to serve 07 years in colour service and 08 years in reserve service. He would also submit that the applicant was suddenly

discharged from service after completing 07 years 03 months and 20 days of colour service under Rule-13 (3) item III (ii) of Army Rules, 1954 by saying the term of engagement was completed for the reason that there is no vacancy in the reserve. He would also submit that the junior members as well as his batch mates were given assignment in the reserve service whereas the applicant was not given assignment in the reserve list despite he fought war with Pakistan even at Sialkot inside the territory of Pakistan. He would further submit that the applicant was a winner of Samar Seva 1965 Medal and Assam Medal for his meritorious service and his character was assessed exemplary, still the applicant was not transferred to reserve list. He would also submit that the applicant could not immediately agitate the injustice caused to him since he was a poor man, having three female children and no male member to support or earn. The applicant came to know of the constitution of the Tribunal with easy access and, therefore, he has elected to file application for the grant of service pension after including the reservist liability towards his period of service. He would also cite various Judgements of this Bench, Kochi Bench and the Principal Bench of Armed Forces Tribunal, New Delhi, in support of his argument in which service pension has been granted by holding the respondents promissorily estopped for not transferring the personnel to reservist liability. He would also refer to a Judgement of Hon'ble Apex Court reported in **(1986) SCC 365 (Bakul Cashew Co. Vs. STO)** in respect of the doctrine of promissory

estoppel against the Government. He would also draw our attention to the Judgement of Principal Bench, Armed Forces Tribunal, New Delhi, rendered in **Sri Sadashiv Haribabu Nargund and Ors. Vs. Union of India and Ors.** in TA No.564 of 2010 dated 12.1.2011 in respect of the principle of promissory estoppel as to the non-transfer of individuals to reservist liability when the terms of engagement showed the reservist liability also. He would also refer to a Judgement of Armed Forces Tribunal, Regional Bench, Kochi, made in O.A.No.71 of 2011 in between **N. Nataraj Vs. Union of India and Others** dated 17.1.2013. He would further submit that the cause of action for the payment of pension is a continuous and recurring one and, therefore, the contention raised by the respondents that the claim of the applicant is hopelessly barred by limitation cannot be correct. He would also refer to the Judgement of Hon'ble Apex Court reported in **(2008) 8 SCC 648** (**Union of India and others Vs. Tarsem Singh**) in which it has been laid down that the claim for pension being a recurring cause of action cannot be denied by the Courts. Therefore, he would submit that the service pension including the reserve period of service as governed by Regulation-155 of Pension Regulations for the Army, 1961 (Part-I) would be squarely applicable to the applicant and, therefore, the application filed by the applicant may be allowed with costs.

8. The Learned Senior Panel Counsel would submit in his argument that the applicant even though discharged from army on 7.11.1970 under Rule-13 (3) item III (ii) of Army Rules, 1954, he did not challenge the order of discharge for a long period of 15273 days. He would also submit that the applicant is estopped from claiming to set aside the claim for payment of pension and it is clearly barred by long delay and laches. He would also refer to a Judgement of Hon'ble High Court of Delhi in a Judgement made in C.M. No.2063 of 1993 and C.W.No.1267 of 1993 in between **Hans Ram Vs. Union of India and Others** dated 31.7.1995 in support of his argument. He would also submit that as per the discharge certificate produced by the applicant, the applicant had put only 07 years 03 months and 20 days of service which is not a pensionable service as per Rule-132 of Pension Regulations for the Army, 1961. The claim of the applicant could have been granted if really he had rendered a pensionable service of 15 years for qualifying the service pension. He would further submit that the Government is entitled to discharge individuals like the applicant when there was no vacancy found in the reserve list and accordingly the applicant was rightly discharged from service under Rule-13 (3) item III (ii) of Army Rules, 1954. The arguments advanced by the Learned Counsel for the applicant regarding promissory estoppel was not applicable to the present case since the applicant did not agitate his claim of willing to serve in the army at the

time of his discharge. Therefore, he would request us to dismiss the claim of the applicant as not sustainable.

9. We have given anxious thoughts to the arguments advanced on either side. We have also perused the documents produced.

10. **Points No.1 & 2:** The indisputed facts in this case would be that the applicant was enrolled in the army on 12.7.1963 and was discharged from service with effect from 7.11.1970 under Rule-13 (3) item III (ii) of Army Rules, 1954 on completion of terms of engagement since there being no vacancy. Even though the applicant did not mention about the period of engagement, we called for production of the original Long Roll along with copy of the same in respect of service rendered by the applicant. Accordingly it was produced by the respondents and we also perused the same. In the Long Roll of the applicant maintained by the respondents, we could find that the period of engagement for the applicant was mentioned as 07 years of colour service and 08 years of reserve service. The applicant had mentioned in his letter dated 3.8.2012 produced by him, that the applicant was illegally discharged even though he was willing to serve further for the nation. Similarly in the application filed by the applicant, he has stated in Paragraph-8 that he was willing to serve further, but the respondents without the knowledge of the applicant and without proper

intimation to him simply sent him out of service. The said plea of the applicant was not denied by the respondents in its Reply Statement. Therefore, we could presume that while at the time of discharge effected on the applicant on 7.11.1970, the applicant was sent out of service despite he was willing to continue in reserve service.

11. When we approach the law settled by Hon'ble Apex Court regarding promissory estoppel with the facts and circumstances of this case, as to whether the respondents could refuse transfer of the applicant into reserve service when they had already enrolled the applicant under the terms of engagement at 07 years of colour service and 08 years of reserve service. The Judgement of Hon'ble Apex Court reported in AIR 1991 SC 276 between State of S.P. Dubey Vs. M.P.S.R.T.C., would lay down the following principle in its observations :-

> *"As a matter of fact, in the initial appointment given to the petitioner it was clearly mentioned that petitioner will have to serve 9 year as regular service and 6 years as reserve service. Subsequently the respondents cannot reverse the situation that since the appointment has been terminated, therefore, they are not entitled to count 6 years reserve service. The respondents are bound by principle of promissory estoppel, that once they made a representation and asked the other party to act on it and*

petitioner has served for 9 years as regular service and kept him in reserve service for 6 years, they cannot wriggle out of this on the moral ground that subsequently after China War their services were terminated also. This is clear breach of terms of conditions of appointment. Once respondents availed the services of petitioners for 9 years as active service and kept them on reserve service for 6 years they cannot go back."

12. In yet another case of Hon'ble Apex Court reported in **AIR 1979 SC 621** in between **Motilal Padampat Sugar Mills Vs. State of Uttar Pradesh,** the principle of promissory estoppel was clearly laid down, which runs as follows:-

"….where one party has by his words or conduct made to the other a clear and unequivocal promise which is intended to create legal relations or affect a legal relation ship to rise in the future, knowing or intending that it would be acted upon by the other party to whom the promise is made and it is in fact so acted upon by the other party, the promise would be binding on the party making it and he would not be entitled to go back upon it, if it would be inequitable to allow him to do so having regard to the dealings which have taken place between the parties, and

this would be so irrespective whether there is any pre-existing relationship between the parties or not."

"It is elementary that in a republic governed by the rule of law, no one, howsoever high or low, is above the law. Every one is subject to the law as fully and completely as any other and the Government is no exception. It is indeed the pride of constitutional democracy and rule of law that the Government stands on the same footing as a private individual insofar as the obligation of the law is concerned: the former is equally bound as the latter. It is indeed difficult to see on what principle can a government, committed to the rule of law, claim immunity from the doctrine of promissory estoppels? Can the Government say that it is under no obligation to act in a manner that is fair and just or that it is not bound by considerations of "honesty and good faith?" Why should the Government not be held to a high "standard of rectilinear rectitude while dealing with its citizen?"

13. The Judgement of Hon'ble Apex Court cited by the Learned Counsel for the applicant reported in **(1986) SCC 365** in between **Bakul Cashew Co. Vs. STO,** would also deal with the promissory estoppel in respect of the period of engagement, which runs as follows :-

"Three principles are evolved in order to protect the applicability of doctrine of promissory estoppel against the government. They are (i) that there was a definite representation by the Government, (ii) that the person to whom the representation or promise was made, in fact altered theirposition by action upon such representation and (iii) that he has suffered some prejudices sufficient to constitute an estoppel.

Under such circumstances, the discharge of the applicant after he had completed the colour service of 10 years, 3 months and 20 days and after entering into a contract of engagement (ext.R1) with the applicant for both 10 years colour service and 5 years reserve service does not open to the respondent to go back from its promise under Ex.R1 and that the discharge of the applicant on the ground that there is no vacancy in the reserve service cannot be a ground to deny reservist pension as laid down under Rule 155 of the Pension Regulations for the Army, 1961 (Part-I). So, under such circumstances, we are of the considered view that the impugned order denying reservist pension is liable to be set aside and the same is hereby set aside and that the applicant is consequently held entitled to the reservist pension. The point is answered accordingly."

14. All these Judgements would go to show that the doctrine of promissory estoppel would apply against the employer when the contract of engagement was for a period of length of service including the reserve period notwithstanding the discharge on completion of colour service.

15. The Judgement of Principal Bench, Armed Forces Tribunal, New Delhi, made in **Sri Sadashiv Haribabu Nargund and Ors. Vs. Union of India and Ors.** in TA No.564 of 2010 dated 12.1.2011, would also be relevant and, therefore, it is extracted below :-

> *"6. It is admitted position that petitioner when recruited in Indian Army, he was under an obligation to serve 9 years as regular service and 6 years as reserve service and that has to be counted for making 15 years for the purposes of qualifying service. The qualifying service for PBOR is 15 years. A similar matter when approached before Hon'ble Kerala High Court, Hon'ble Kerala High Court took a view that the respondent Union of India is bound to take into consideration the reservist service for grant of pension. Against this order an appeal was filed before the Division Bench which was dismissed as is clear from the judgment dated 31st May 2006 in W.P.(C) No. 29497 of 2004. In that judgment it has been mentioned that a similar order has been passed in earlier writ petitions also. In this connection, our attention was invited to the detailed judgments delivered by the Chennai Bench and the Kolkata Bench which*

have taken a view relying on the decision given by the Hon'ble Kerala High Court and the two decisions of the Division Bench of same Court held that reserve period is also liable to be counted for the purpose of pension. As a matter of fact, in the initial appointment given to the petitioner it was clearly mentioned that petitioner will have to serve 9 year as regular service and 6 years as reserve service. Subsequently the respondents cannot reverse the situation that since the appointment has been terminated, therefore, they are not entitled to count 6 years reserve service. The respondents are bound by principle of promissory estoppels, that once they made a representation and asked the other party to act on it and petitioner has served for 9 years as regular service and kept him in reserve service for 6 years, they cannot wriggle out of this on the moral ground that subsequently after China War their services were terminated also. This is clear breach of terms and conditions of appointment."

"…We fail to appreciate that once the appointment has been given and petitioners have as per the terms of the appointment given their services to the respondents how can now they back and say that since we have terminated the services of the petitioners, we will not give them benefit of reserved service. This cannot be accepted and respondents cannot be permitted to take this plea."

"7. The Principle of Promissory Estoppel which has been evolved by Indian Courts in passage of time have been crystalised in various decisions of the Supreme Court. The first case in line is that of ***Union of India V. Anglo (Indo)–Afghan Agencies Ltd. (AIR 1968 SC 718).*** *Subsequently the various decisions*

have come, but there is another landmark decision in the case of ***Motilal Padampat Sugar Mills V. State of Uttar Pradesh (AIR 1979 SC 621).*** *The Lordship* ***Bhagwati J****.has summed up the principle which reads as under:*

"…where one party has by his words or conduct made to the other a clear and unequivocal promise which is intended to create legal relations or affect a legal relationship to rise in the future, knowing or intending that it would be acted upon by the other party to whom the promise is made and it is in fact so acted upon by the other party, the promise would be binding on the party making it and he would not be entitled to do back upon it, if it would be inequitable to allow him to do so having regard to the dealings which have taken place between the parties, and this would be so irrespective whether there is any pre-existing relationship between the parties or not."

The Lordship has further observed that

"It is elementary that in a republic governed by the rule of law, no one, howsoever high or low, is above the law. Every one is subject to the law as fully and completely as any other and the Government is no exception. It is indeed the pride of constitutional democracy and rule of law that the Government stands on the same footing as a private individual insofar as the obligation of the law is concerned: the former is equally bound as the latter. It is indeed difficult to see on what principle can a Government, committed to the rule of law, claim immunity from the doctrine of promissory estoppels? Can the Government say that it is under no obligation to act in a manner that is fair and just or that it is not bound by considerations of "honesty and

good faith?". Why should the Government not be held to a high "standard of rectilinear rectitude while dealing with its citizen?"
8. Therefore, the principle of equitable promissory estoppel binds the government to stand by their promise and not to be unfair and act in the disadvantage of other party.

9. Similarly in the case of ***"Bakul Cashew Co. V. STO (1986) SCC 365,*** *three principles are evolved in order to protect the applicability of doctrine of promissory estoppel against the government. They are (i) that there was a definite representations by the government, (ii) that the person to whom the representation or promise was made, in fact altered their position by action upon such representation and (iii) that he has suffered some prejudice sufficient to constitute an estoppels.*
10. These are three main ingredients in order to judge the action of the state that whether the party has suffered on account of breach of the representation made by the government."
The order further reads :

"12. It is clearly unfair that a person should change his position much less the Government to detriment of citizens. The public interest demands that administration must abide by the promises held out to citizens. It is totally immoral to go back from the promises held out by the mighty state to the detriment of a small people."

And the order provides relief to the petitioner :

"15. We allow this petition and direct that all the petitioners pension may be worked out taking into the consideration their

reserve liability and if it is short by period of one year that may be condoned. However, if any gratuity is given to them then that amount of gratuity may be adjusted against their pension. Petitioners will not be entitled to get entire arrears except last three years preceding to date of filing of the petition i.e. 22.7.2009."

16. As per the Judgement of Hon'ble Principal Bench, AFT, New Delhi, the period of reserve service should be reckoned for pensionable service when the respondents are not transferring the individual after the completion of colour service, to reserve service. Therefore, it is quite clear that the non-transfer of the applicant to reserve service will not prevent the applicant from claiming the benefit of reserve service of 08 years under which he was enrolled in the army. We have already found that the applicant was willing to continue in service at the time of his discharge, but the respondents still discharged him from service for want of vacancy. This would not save the respondents in any way from considering the applicant towards his reserve service.

17. The reservist pension is being dealt in Para-155 of Pension Regulations for the Army, 1961 (Part-I). The amended Regulation-155 runs as follows :-

*"**155.** An OR reservist who is not in receipt of a service pension may be granted on completion of the prescribed*

combined colour and reserve qualifying service, of not less than 15 years, a reservist pension equal to 2/3rd of the lowest pension admissible to a sepoy, but in no case less than Rs.375/- p.m. on his transfer to pension establishment either on completion of his term of engagement or prematurely irrespective of the period of colour service."

18. The contention of the Learned Senior Panel Counsel was that the applicant was not transferred to pension establishment and, therefore, he cannot take shelter under Para-155 of Pension Regulations for the Army, 1961 (Part-I). The liability of the respondents as per the terms of engagement of the applicant was to transfer the applicant to reserve service after the completion of colour service. For no fault of the applicant, he was discharged from service without being transferred to reserve service. As per the dictum laid down by Hon'ble Apex Court and the Principal Bench of AFT, New Delhi, it is very clear that the reserve period should also be reckoned for the purpose of computing the period of service of the applicant for the purpose of granting benefits to the applicant. We have already seen that the applicant served the army for 07 years 03 months and 20 days regular service. The enrolment was for 07 years regular service followed by 08 years reserve service. The respondents failed to transfer him to reserve service and it would amount to withdrawal of promise made by the

respondents at the time of enrolment of the applicant. The respondents are, therefore, promissorily estopped from doing so and, therefore, the applicant is deemed to have continued in service till the end of reserve period which would enure him a total service of more than 15 years. Therefore, in accordance with the provisions outlined in the Judgements of Hon'ble Apex Court and the Principal Bench, AFT, New Delhi, the period of reserve service shall be taken into account to make the applicant eligible for pension under Paras-132 and 155 of Pension Regulations for the Army, 1961 (Part-I). However, the gratuity paid to the applicant shall be adjusted with the pension payable to the applicant.

19. It was contended by the Learned Senior Panel Counsel that the applicant could not be granted with the reliefs as asked for since he did not challenge the impugned orders immediately after his discharge from service in the year 1970 and the application is liable to be rejected for the reason of delay and laches. It is also brought to our notice that there was a delay of 15273 days and in such circumstances, the applicant is not entitled for any reliefs sought for by him. The said contentions of respondents were considered by us in the application filed by the applicant for condoning the delay of 15273 days in filing the Original Application and condonation was ordered subject to a condition that the applicant would be entitled to relief of pension, if any, ordered in his favour for a period of three years prior to the

date of filing of the Original Application. The said Order was passed in terms of the principles laid down by Hon'ble Apex Court reported in **(2008) 8 SCC 648** in Tarsem Singh's case. Therefore, the plea of delay and laches or the law of limitation would not apply to the present case. Thus the applicant would be entitled to the benefit only from the period of three years prior to the date of filing of this Original Application. Accordingly, both the points are answered in favour of the applicant.

20. **Point No.3:** In view of our findings reached in the above points, the applicant is found eligible for the grant of reservist pension as per Para-155 of Pension Regulations for the Army, 1961 (Part-I) with its periodical revision subsequently made in favour of the pensioners. Even though the applicant was found entitled for the reservist pension from the date of completion of reserve service, the applicant would be eligible to get such benefit of reservist pension from three years prior to the date of filing of this Original Application i.e. 4.3.2010 onwards. The gratuity already paid to the applicant shall be deducted from the arrears payable to the applicant.

21. The application is thus allowed to that extent as stated above. The respondents are, therefore, directed to pay the arrears of pension after deducting the gratuity paid to the applicant and also to issue a Pension

Payment Order in favour of the applicant within a period of three months from today. In default to comply, the respondents are liable to pay the outstanding arrears with interest @ 12% per annum from today. There shall be no order as to costs.

Sd/-	Sd/-
LT GEN ANAND MOHAN VERMA	JUSTICE V. PERIYA KARUPPIAH
(MEMBER-ADMINISTRATIVE)	(MEMBER-JUDICIAL)

26.11.2013
(True Copy)

Member (J) – Index : Yes / No Internet : Yes / No

Member (A) – Index : Yes / No Internet : Yes / No

NCS

To,

1. The Secretary to Government,
   Ministry of Defence,
   New Delhi.

2. PCDA (P),
   Allahabad.

3. The Officer in Charge, MEG Records,
   PIN Code No.90493.

4. The Officer Commanding,
   13 Field Company, 4 Engineer Group,
   C/O 56 APO.

5. Mr. M. Selvaraj,
   Counsel for applicant.

6. Mr. B. Shanthakumar, SPC
   For respondents.

7. OIC, Legal Cell (Army),
   ATNK& K Area HQ,
   Chennai-9.

8. Library, AFT, Chennai.

HON'BLE MR.JUSTICE V. PERIYA KARUPPIAH
MEMBER (JUDICIAL)
AND
HON'BLE LT GEN ANAND MOHAN VERMA
MEMBER (ADMINISTRATIVE)

O.A.No.106 of 2013

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