

COURT NO. 1
ARMED FORCES TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

56.

OA 3320/2023

Gp Capt Lavanya Ahluwalia Applicant
Versus
Union of India & Ors. Respondents

For Applicant : Mr. Ajit Kakkar, Advocate

For Respondents : Mr. Neeraj Sr CGSC

CORAM

HON'BLE MR. JUSTICE RAJENDRA MENON, CHAIRPERSON
HON'BLE REAR ADMIRAL DHIREN VIG, MEMBER (A)

ORDER
07.10.2024

OA 3320/2023

Even though the applicant has compared his pay fixation with his course mates and sought relief but at the same time the applicant has also indicated that his pay has not been properly fixed and prayer made in Para 8 (B) read as under:-

“B. To direct the Respondents step up the basic pay of the Applicant and fix pay in a manner that is most beneficial to the applicant and other allowances w.e.f 01.01.2006 (VIth CPC), 18.12.2006 (Wg Cdr) and 01.01.2016 (7th CPC), 18.12.2019 (Gp Capt).”

2. On notice being issued, respondents have filed the counter affidavit and at page 51 similar averments are made which read as under:-

“As per the provisions of SAFI 2/S/2008 the pay of AF Officers was revised w.e.f 01.01.2006. As the VIK CPC was implemented in the month of Oct 2008, the Officers who got promoted during this intervening period (01.01.2006 to 18.10.2008) were given an option to elect the 6th CPC awards from the promotion date, if beneficial. The said option form was to reach AFCAO, within three months from the date of notification of ibid SAFI (i.e. 18.10.2008). The Applicant did not exercise the option II as per Para 5&6 of SAFI/2/S/2008 to receive the VIth CPC awards from the date of promotion to the rank of Wg Cdr (ie, 18.12.2006), which has resulted in drawing of lesser pay than her course mate Gp Capt (TS) (then Wg Cdr) P Wanchu (22770-K) who was promoted on the same date but had exercised option II. Govt of India, MoD granted extension for exercising option up to 30.03.2011 vide MoD ID No. 1/30/2010/D (Pay/Services) dated 21.12.2010, which was further extended up to 30.06.2011, based on the representation from Service HQ. However, the applicant did not exercise the option II even during the extended period.”

From the aforesaid it is clear that the respondents did not grant the benefits of pay fixation to the applicant as she did not exercise the option in the matter of pay fixation while implementing the 6th CPC. This issue has been resolved by the Tribunal in the case of Wg Cdr Bharat Malik Vs. Union of India and Ors. (OA 1923/2017) passed on 8th July, 2022.

3. In the light of the above, we therefore, allow this OA and direct the Respondents to:-

(a) Review the pay fixed of the applicant on promotion to the rank of Wg Cdr in Dec 2006 under the 6th CPC, and after due verification re-fix ^{her} his pay in a manner that is most beneficial to the applicant.

(b) Re-fix the applicant's pay in subsequent ranks and on transition into 7th CPC as on 01.01.2016, in the most beneficial manner, while ensuring that the applicant is not drawing less pay than ^{her} his juniors.

(c) Pay the arrears within three months of this Order and submit a compliance report.

4. As we are granting the benefit to the applicant on account of non-exercising the option, the issue of parity with the course mates need not be considered.

5. No order as to costs.

[JUSTICE RAJENDRA MENON]
CHAIRPERSON

[REAR ADMIRAL DHIREN VIG]
MEMBER (A)