

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

20.

OA 3970/2024

Sgt Prashant Gaurav

..... Applicant

Versus

Union of India & Ors.

..... Respondents

For Applicant : Mr. Ramniwas Bansal, Advocate
For Respondents : Ms. Shagun S. Chugh, Advocate

CORAM

HON'BLE MR. JUSTICE RAJENDRA MENON, CHAIRPERSON
HON'BLE LT GEN C.P. MOHANTY, MEMBER (A)

ORDER
04.10.2024

OA 3970/2024

This application has been filed by the applicant under Section 14 of the Armed Forces Tribunal Act, 2007, who is a Sgt of the Indian Air Force and is aggrieved by the incorrect pay fixation under 6th CPC, which resulted in continuous financial loss and disadvantage to him including on transition to 7th CPC in 2016.

2. The respondents have contended that the option form of the 6th CPC was submitted by the applicant was beyond the stipulated time and the same had been rejected. Accordingly, his pay was fixed w.e.f 01.01.2006 and this had been intimated to the applicant.

3. Be that as it may, a similar matter of incorrect pay fixation has been exhaustively examined by this Tribunal in the case of Sub M.L Shrivastava and Ors. Vs. Union of India and Ors., (O.A No. 1182 of 2018) decided on 03.09.2021. Relevant paras for the purpose of decision in this matter are quoted below:

“24. Having heard all parties at length, the main issue before us is whether the respective PAO(OR)s who are the Respondent office responsible for all matters of pay and allowances of personnel below officers’ rank are justified in arbitrarily fixing the pay as on 01.01.2006, without examining the most beneficial option for each individual while fixing the pay; irrespective of whether the option was exercised or not exercised, or was exercised late.

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30. In all the three cases, the applicants have been promoted to the next rank after 01.01.2006 and prior to the issue of SAI No 1/S/2008 dated 11.10.2008. Under normal circumstances, the applicants ought to have exercised their option for pay fixation as given in Para 8 and 14 (b) of the SAI. There is no dispute that the time laid down for exercising the option was initially three months from the date of issue of the SAI and that this was further extended to 31.03.2011 vide Corrigendum to SAI dated 21/12/2010. The period was further extended to 30.06.2011 vide MoD letter dated 11.12.2013. The letter dated 11.12.2013 was disseminated to the environment vide AG’s Branch Letter dated 12.12.2013.

31. It is also undisputed that if the applicants by default, are to be in the new pay scale as fixed with effect from 01.01.2006, they would be in a disadvantageous position throughout their service tenure and on retirement/ transition to 7th CPC. Moreover, it is absolutely reasonable to assume that no sane person will knowingly put himself in a disadvantageous position in service and will refuse to accept a beneficial pay scale and opt for the new pay scale that is disadvantageous.

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38. In summary, we find that given the complexity of calculating pay and allowances, while the rules and regulations for implementation of 6th CPC had adequate safeguards to ensure that the most beneficial option was worked out and adopted for each individual, this has not been implemented with requisite seriousness and commitment by the Respondents, in particular the PAO(OR) who were the custodians to ensure this. This has resulted in serious financial implications to individuals including loss of pay and allowances whilst in service and on retirement. This has also resulted in financial loss to those who transitioned to 7th CPC with incorrect fixation of pay in the 6th CPC. The only ground for denial of the most

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that of his batch mates/juniors and claims disparity and disparity is only on account of the fact that the batch mates/juniors have given their option for fixation of pay while the applicant either did not give his option or exercised less beneficial option for fixation of pay. Accordingly, respondents are directed to-

- (a) Review the pay fixed of the applicant on promotion to the rank of LAC on 01.10.2006 under the 6th CPC and after due verification re-fix his pay in a manner that is most beneficial to him.
 - (b) Thereafter re-fix the applicant's pay on transition into 7th CPC and also subsequent promotion(s) accordingly.
 - (c) To pay the arrears within three months of this order.
6. No order as to costs.

[JUSTICE RAJENDRA MENON]
CHAIRPERSON

[LT GEN C.P. MOHANTY]
MEMBER (A)

/vks/