

**COURT NO. 2**  
**ARMED FORCES TRIBUNAL**  
**PRINCIPAL BENCH, NEW DELHI**

**OA 2066/2019 WITH MA 159/2023 AND MA 2971/2019**

Subedar Pramod Kumar Bindhani (Retd.) ..... Applicant  
Versus  
Union of India and Ors. .... Respondents

For Applicant : Ms. Archana Ramesh, Advocate  
For Respondents : Ms. Jyotsna Kaushik, Advocate  
with Maj Abhishek Kumar, OIC,  
Legal Cell

**CORAM**

HON'BLE MS. JUSTICE ANU MALHOTRA, MEMBER (J)  
HON'BLE LT GEN C.P. MOHANTY, MEMBER (A)

**ORDER**

**MA 2971/2019**

This is an application filed under Section 22(2) of the Armed Forces Tribunal Act, 2007 seeking condonation of delay of 761 days in filing the present OA. In view of the judgments of the Hon'ble Supreme Court in the matter of UoI & Ors Vs Tarsem Singh 2009(1)AISLJ 371 and in Ex Sep Chain Singh Vs Union of India & Ors (Civil Appeal No. 30073/2017) and the reasons mentioned, the MA 2971/2019 is allowed despite opposition on behalf of the respondents and the delay of 761 days in filing the OA 2066/2019 is thus condoned. The MA is disposed of accordingly.

MA 159/2023

2. In view the averments made in MA 159/2023 the delay in filing the Counter Affidavit of 27 days is condoned and Counter Affidavit filed by the Respondents is taken on record. The MA 159/2023 stands disposed off.

OA 2066/2019

3. The applicant JC -761261W Subedar Pramod Kumar Bindhani (Retd) vide the present OA 2066/2019 has made the following prayers:

*A. Issue directions to the Respondents to modify the Pay Slip of June 2017 by way of correction where he has been deducted a sum of Rs. 22048/- and Rs. 482648/- as also all the subsequent errors in Pay fixation all of which needs to be corrected by the EME Records, PAO (ORs), EME Centre, Secunderabad and finally, CDA (Pensions), Allahabad for which the kind indulgence of Hon'ble Armed Forces Tribunal, Principal Bench, is prayed for in utmost humility.*

*B. Pass such other or further orders to the Respondents by way of an adequate exemplary compensation in the attendant genuine circumstances of the case, to meet the ends of justice.*

CONTENTION OF THE PARTIES

4. It is the case of the applicant that an anomaly exists in the deduction of sums amounting to Rs. 22,048/--and Rs. 4,82,648/--, as reflected in the Pay Slip for June 2017, which, according to him, requires rectification by EME Records and PAO (ORs). It is further contended that a statutory complaint dated 12.02.2019 was forwarded to the Chief of Army Staff, which has not been responded

to till date. Owing to the said discrepancy, the applicant asserts that his pay has been erroneously fixed, resulting in the grant of pension at a rate lower than his lawful entitlement.

5. Per contra, the respondents, in their Counter Affidavit filed on 11.01.2023, have submitted that upon seeking comments from PAO (OR), EME, it was clarified that at the time of Final Settlement of Accounts (FSA), a sum of Rs. 4,82,648/- was initially paid and subsequently cancelled towards encashment of 285 days of Earned Leave, and thereafter, a sum of Rs. 5,08,050/- was finally disbursed towards encashment of 300 days of Earned Leave.

6. It has been further elucidated that, in a similar manner, a sum of Rs. 22,048/- was initially paid and later cancelled, and an amount of Rs. 24,500/- was eventually disbursed towards transfer grant as of June 2017. Hence, according to the respondents, there exists no anomaly in respect of the deductions of Rs. 22,048/- and Rs. 4,82,648/- as reflected in the applicant's Pay Slip for June 2017.

7. Additionally, it has been brought to the notice of this Tribunal, vide paragraph 5 of the Counter Affidavit, that upon his promotion to the rank of Nb Sub on 15.02.2007, the applicant exercised his option for fixation of pay under the 6th CPC through Part-II Order No. 0/0013/002/2012 dated 25.01.2012, which was beyond the prescribed cut-off date of 30 June 2011. Although the said option

was exercised belatedly, and notwithstanding the same, due to a technical error in the Dolphin System, the aforesaid Part-II Order was processed and the applicant's pay was erroneously fixed from the date of his promotion to the rank of Nb Sub. The said error, however, was subsequently rectified at the time of Final Settlement of Accounts. Consequently, a variation is reflected in the basic pay as shown in the Pay Slips for May 2017 and June 2017.

### ANALYSIS

8. We have heard learned counsel for the parties at length and have carefully perused the material available on record. Upon such consideration, we find it apposite to refer to the Final Settlement of Accounts placed on record as Annexure A-1, which is reproduced herein below for ready reference :

“FINAL FSA / Last Pay Drawn Certificate FOR: 06/2017  
 PAO: EME SECUNDERABAD UNIT: 0016 MECHSD INFTRY UNIT CODE: 748016 TASK: 223  
 Army No: JC761261W SUB P K BINDHANI

Sl. No.	T. Type	Description	OC	FR DATE	TO DATE	TJR A	LRA	DO2 No.	Date	Amount
				Rate	COL-7A	COL-7B	COL-7C	REF DO2 No.	Unit	REJ TYPE
14)	D	CL		16/01/2017	11/02/2017	4	23	0/0012/009/2017	06/03/2017	0
									74B016	
15)	D	REJLVE		12/02/2017				0/0012/016/2017	06/03/2017	0
					CL			0/0012/009/2017	74B016	
16)	D	HOSSUB		01/03/2017	31/05/2017			0/0011/045/2017	04/03/2017	13500
				4500	CL-12	2000	0125		74B016	

17)	D	ACTGA	01/03/2017				0/0021/007/2017	02/06/2017	0
				GRANTED	MAJ			74B016	
18)	D	PAL	17/04/2017	13/05/2017	4	23	0/0021/001/2017	02/06/2017	0
								74B016	
19)	D	ENCASH	17/04/2017		10	50	0/0024/002/2017	06/06/2017	22048
				LTC		2017		74B016	
20)	D	REJLVE	14/05/2017				0/0021/002/2017	02/06/2017	0
				PAL			0/0021/001/2017	74B016	
21)	T	POSIN	02/06/2017				1/1357/001/2017	06/06/2017	0
				FS				88E006	
22)	D	CILQ	02/06/2017				0/0023/002/2017	05/06/2017	0
			3600	GRANTED		CCZ	0/0002/035/2017	74B016	
23)	D	CANCEL	02/06/2017				0/0023/001/2017	05/06/2017	0
				CILQ			0/0021/009/2017	74B016	
24)	D	CANCEL	02/06/2017				0/0024/001/2017	06/06/2017	-22048
				ENCASH			0/0021/006/2017	74B016	
25)	D	TFRGTH	02/06/2017				0/0021/003/2017	02/06/2017	24500
				MARRIED	IND MOV E			74B016	
26)	D	TPTL	02/06/2017				0/0021/003/2017	02/06/2017	0
				CEASED				74B016	
27)	D	ACTGA	02/06/2017				0/0021/008/2017	02/06/2017	0
				CEASED				74B016	
28)	D	CILQ	02/06/2017				0/0021/009/2017	02/06/2017	0
				CEASED				74B016	C
29)	D	ENCASH	02/06/2017		10	50	0/0021/006/2017	02/06/2017	22048
				LTC		2017		74B016	C
30)	T	TPTL	03/06/2017				0/1357/002/2017	06/06/2017	0
			1600	GRANTED		CCA		88E006	
31)	T	CANCEL	30/06/2017				1/1966/001/2017	21/06/2017	482648
				ENCFIN			1/1797/017/2017	88E007	
32)	T	ENCFIN	30/06/2017				1/1967/003/2017	21/06/2017	508050
				DISCH	317	300	1/3032/017/2016	88E007	
33)	T	ENCFIN	30/06/2017				1/1797/017/2017	05/06/2017	482648
				DISCH	287	285	1/3032/017/2016	88E007	Rev

AFPP FUND ACCOUNTS FOR THE MTH: 06/2017

OP BAL	TOTAL SUB SCN	TOTAL RD WDLS	ADJUSTMENTS	INT. ARRS	YRLY INTEREST	TOTAL WDLS	CLOSING BALANCE
1068043	18000				21094		1107137

OA 2066/2019  
Sub Pramod Kr. Bindhani

**IT Savings excluding recoveries made through IRLA**

Description	Amount	Status	Reason
No outside IT Saving Found			

**ENFACEMENT**

During the finalisation of IRLA in respect of JC761261W SUB P K BINDHANI the Pay Account has been finalised with Cr. Rs. 3,45,146/- (Three Lakh Forty Five Thousand One Hundred Forty Six only.) AND Rs. 11,07,137/- (Eleven Lakh Seven Thousand One Hundred Thirty Seven only.) as AFPP Fund Balance.

Signatures:

Sd/-xxxxxxx  
Vineet Tarar (AUDITOR)

Sd/-xxxxxxxxxx  
A Jagannath Dora (S.O.(A)/A.A.O.)

Sd/-xxxxxxx  
S Chand Basna (O.S.A.O.)”

9. Upon perusal of the aforesaid document, it is observed that at Serial No. 19, an amount of Rs. 22,048/- was directed to be credited to the applicant vide Part II Order No. 0/0024/002/2017 dated 06.06.2017 towards Leave Travel Concession (LTC). The said entry was subsequently cancelled at Serial No. 24 vide Part II Order No. 0/0024/001/2017 dated 06.06.2017. It is further noted that the very same amount was again directed to be credited towards LTC vide Part II Order No. 0/0021/006/2017 dated 02.06.2017. Thus, it is manifest that the sum of Rs. 22,048/- was not deducted in substance, inasmuch as the amount initially credited was reversed and thereafter re-credited, as reflected at Serial No. 29 of the said document. Insofar as the amount of Rs. 24,500/- entered at Serial No. 25 is concerned, the same pertains to transfer grant on movement of the individual and bears no nexus whatsoever to the disputed amount of Rs. 22,048/-.

10. Adverting now to the dispute relating to the second amount of Rs. 4,82,648/-, it is discernible from the said document that at Serial No. 33, a credit of Rs. 4,82,648/- was made vide Part II Order No. 1/1797/017/2017 dated 05.06.2017. The said amount was subsequently reversed, as reflected at Serial No. 31 vide Part II Order No. 1/1966/001/2017 dated 21.06.2017. Thereafter, a fresh credit of Rs. 5,08,050/- was entered at Serial No. 32 vide Part II Order No. 1/1967/017/2017 dated 21.06.2017. A perusal of Column 8 of the document, titled "LRA", reveals that the amount of Rs. 4,82,648/- had initially been credited towards encashment of 285 days of Earned Leave, which was later cancelled, and thereafter an amount of Rs. 5,08,050/- was credited towards encashment of 300 days of Earned Leave. The said position stands duly clarified by the respondents in paragraph 4 of their Counter Affidavit. Accordingly, the dispute in respect of the aforesaid amount does not warrant any further interference.

11. It has further been averred in the Counter Affidavit that the applicant was re-mustered as Master Technician, promoted to the substantive rank of Havildar, and appointed as HMT 'Gun' Vehicle with effect from 12.10.2003 with ante-dated seniority from 28.09.2003. He was thereafter promoted to the rank of Naib Subedar with effect from 15.02.2007 with ante-dated seniority from

01.10.2006, and subsequently to the rank of Subedar with effect from 01.01.2013. It has been stated by PAO (OR) EME that at the time of discharge and during Final Settlement of Accounts (FSA), the sum of Rs. 4,82,648/- (Serial Nos. 31 and 33 of the FSA) was initially paid and subsequently cancelled towards encashment of 285 days of Earned Leave, and finally a sum of Rs. 5,08,050/- was disbursed towards encashment of 300 days of Earned Leave. Likewise, a sum of Rs. 22,048/- (Serial Nos. 19 and 24 of the FSA) was paid and thereafter cancelled, and a sum of Rs. 24,500/- (Serial No. 25 of the FSA) was paid towards transfer grant as on 02.06.2017. Hence, no anomaly is discernible in the deductions of Rs. 22,048/- and Rs. 4,82,648/- as reflected in the Pay Slip for June 2017.

12. At this juncture, it is apposite to note that in paragraph 5 of the counter affidavit, the respondents have submitted that owing to a technical snag in the Dolphin System, the applicant's pay was erroneously fixed from the date of his promotion to the rank of Naib Subedar, which was not the most beneficial option available to him. Be that as it may, the issue of incorrect pay fixation has already been comprehensively examined by this Tribunal in *Sub M.L. Shrivastava & Ors. v. Union of India* (O.A. No. 1182 of 2018), decided on 03.09.2021. The relevant paragraphs thereof, having a bearing on

the adjudication of the present matter, are reproduced herein below for ready reference:

*“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.*

XXX

XXX

XXX

*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.*

XXX

XXX

XXX

*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 beneficial pay scale to the applicants and many others who are similarly placed is that either the individuals did not exercise an option for pay fixation, or they exercised it late, beyond the perceived stipulated period. In the given circumstances, the respondents themselves should have taken steps to remove this anomaly, and ease out the issue for the serving soldiers, many of whom may not be knowledgeable about the intricacies of these calculations, in the full knowledge that no one will ever knowingly opt for a less beneficial option. We emphasise the fact that it's the responsibility of the Respondents and the service authority to look after the interests of its own subordinate personnel.*

*39. In view of the above, the three OAs under consideration are allowed and we direct the Respondents to:-*

*(a) Review the pay fixed of the applicants and after due verification re-fix their pay under 6th CPC in a manner that is most beneficial to the applicants.*

*(b) Thereafter re-fix their pay in all subsequent ranks and on transition to 7th CPC where applicable, and also ensure that they are not drawing less pay than their juniors.*

*(c) Re-fix all pensionary and post retiral benefits accordingly.*

*(d) Issue all arrears and fresh PPO where applicable, within three months of this order and submit a compliance report.*

*40. In view of the fact that there are a large number of pending cases which are similarly placed and fall into Category A or B, this order will be applicable in rem to all such affected personnel. Respondents are directed to take suo moto action on applications filed by similarly aggrieved personnel and instruct concerned PAO (OR) to verify records and re-fix their pay in 6th CPC accordingly."*

### CONCLUSION

13. In the light of the above considerations we find that the applicant is entitled for his fixation of pay as per most beneficial

option. We, therefore, allow this OA 2066/2019 and direct the respondents to :-

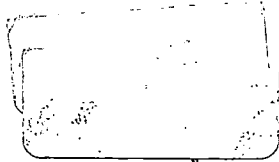
(a) Review the pay fixed of the applicant in a most beneficial manner after due verification and ensuring that the applicant is not drawing less pay than that his coursemate/junior.

(b) Thereafter, re-fix the applicant's pay on transition to 7th CPC and subsequent promotion in a most beneficial manner.

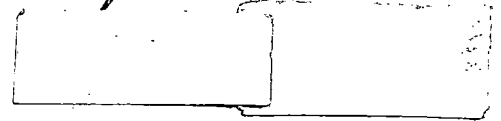
(c) To pay the arrears within three month of this order.

14. No order as to costs.

Pronounced in the Open Court on <sup>3<sup>rd</sup></sup> ~~February~~ <sup>March</sup> day of February, 2026



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



[JUSTICE ANU MALHOTRA]  
MEMBER (J)

*Akc/*