

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

27.

OA 238/2026

JC-671509N Sub Shyam Veer Singh(Retd)..... Applicant  
Versus  
Union of India & Ors. .... Respondents

For Applicant : Mr. Bikrama Sah & Ms Mamta  
Pannikar, Advocates  
For Respondents : Mr. Varun Chugh, Advocate

CORAM

HON'BLE MS. JUSTICE ANU MALHOTRA, MEMBER(J)  
HON'BLE REAR ADMIRAL DHIREN VIG, MEMBER (A)

ORDER  
02.02.2026

The applicant JC-671509N Sub Shyam Veer Singh vide  
the present OA makes the following prayers:-

*"8. (a) OA may kindly be allowed by verification of records available with the Respondents as the instant case is squarely covered under Hon'ble AFT (Pb) New Delhi judgment dated 10.12.2014 in OA No 113/2014 Sub Chittar Singh Vs UOI & Ors and Judgment dated 03.09.2021 in OA No 1182/2018 Sub M.L Shrivastava and Ors. Vs UOI*

*(b) Direct the Respondents to fix the pay of the applicant in the 6th & 7th CPC in more beneficial option as per para 14(b)(iv) of SAI 1/S/2008 (out of the two options mentioned in the scheme) and accordingly re-fix the pay in rank of Naik, Havildar, Naib Subedar and*

*Subedar as granted to all other persons whose option was accepted by following the judgment dated 10.12.2014 passed in OA No 113 of 2014 in case titled Chittar Singh & Ors.*

*(c) Direct the Respondents to pay the arrears to the Applicant of the differences of pay in rank of Naik, Havildar, Naib Subedar and Subedar after adjusting the payments already made by revising the pay and other allowance as per the revised rate including increment/DA etc. earned till date alongwith interest @ 12% from the date it was payable till the date of payment is made.*

*(d) Direct the Respondents to revise the retiral benefits of the applicant as per revised rate of basic pay and a Corrigendum PPO be notified revising the Pension, Gratuity and Commutation of the applicant and differences be paid to the applicant alongwith interest @ 12% from the date it was payable till the date of payment is made.*

*(e) Direct the Respondents to pay the differences of leave encashment to the applicant as per revised rate of pay.*

*(f) Pass any other or such further order or orders as deemed fit to this Hon'ble Tribunal in order to secure the ends of justice in favour of the applicant."*

2. The applicant has placed on record copies of orders dated 11.02.2025 passed in OA No.1659/2023 and order dated 06.07.2023 passed in OA No.1663/2023 of the AFT(PB) New Delhi and the order dated 11.02.2025 in OA No.1660/2023 to the effect that in similar circumstances, the applicants' thereof have been granted the relief of the pay

fixation during the transit period of the 6<sup>th</sup> CPC as well as in the 7<sup>th</sup> CPC in terms of the settled law in the case of *Sub M L Shrivastava & Ors Vs Union of India & Ors* in OA No.1182/2018 decided on 30.09.2021. It is further submitted on behalf of the applicant that the orders passed in OA No.1663/2023 and in OA No.1660/2023 have been complied with by the respondents as indicated vide order dated 12.01.2026 in MA 1997/2024 in OA No. 1663/2023 and order dated 19.12.2025 in MA No.3439/2025 in OA 1660/2023. It is further submitted on behalf of the applicant that the prayers made in the instant OA are confined to the grant of the most beneficial option in terms of the order dated 10.12.2014 in OA No.113/2014 titled *Sub Chittar Singh Vs UoI & Ors* and order dated 30.09.,2021 in OA No.1182/2018 titled *Sub M L Shrivastava & Ors Vs Union of India & Ors.* of Armed Forces Tribunal(PB) New Delhi.

3. The applicant was enrolled in the Indian Army on 27.10.1992 and was granted ACP in the rank of Havildar on 27.10.2008. The applicant submits that due to wrong fixation of pay, his pay was fixed much lower than his juniors/batch mates in the rank of Hav. The applicant further submits that

even when he was promoted to the substantive rank of Hav on 13.10.2012, his pay was fixed much lower than his juniors/batch mates. It is further the case of the applicant that due to his posting in the far flung areas during the transition period of the 6<sup>th</sup> CPC, his pay was fixed in the rank of Naik wef 01.01.2006 in the revised pay scale by default and thus his pay was fixed much lower than his juniors. The applicant further submits that the respondents did not accept his request to ensure that the more beneficial pay scale is given only on the ground that the same cannot be done after 30.06.2011. The applicant submits that on further promotion/grant of ACP in the rank of Nb Sub on 27.10.2016 and on the grant of substantive rank of Nb Sub on 01.03.2017, his pay was fixed much lower than his juniors/batch mates and even when he superannuated from service on 31.10.2022 in the rank of Sub. after rendering more than 30 years of service, his basic pay was Rs.50,500/- however, at the same time, his batch mates and juniors had more basic pay i.e. Rs.53,600/- resulting in the violation of the constitutional mandate that the senior ought not to get less than his junior, if not higher pay. The applicant submits

that on the acceptance and the implementation of the recommendations of the 6<sup>th</sup> CPC, a Special Army Instruction (SAI) was issued on 11.10.2008 effective w.e.f. 01.01.2006. The SAI had a provision for fixation of pay from the date of promotion to all those persons who were granted promotion after 01.01.2006 based on the option to continue in the pre-revised scale till the date of next promotion and get the pay fixed from the date of promotion instead of 01.01.2006 i.e. from the date of implementation of the recommendations of the 6<sup>th</sup> CPC. The applicant further submits that since he failed to exercise option within the stipulated period of time he was put by default in new pay scale wef 01.01.2006. The applicant further submits that despite several orders passed by this Hon'ble Tribunal, the respondents have not changed their policy and are granting the benefits of pay fixation in a more beneficial way selectively only to those persons who get the order from the Armed Forces Tribunal. The applicant further submits as per Para 14(b)(iv) of SAI I/S/2008, if no option is exercised by the individual, the PAO(OR) will regulate and fix the pay of the individual on promotion in more beneficial manner

by keeping in view the views expressed by the Hon'ble Armed Forces Tribunal (PB) vide order dated 10.12.2014 in OA 113/2014 titled *Sub Chittar Singh Vs Union of India & Ors.* and a catena of other orders of the Armed Forces Tribunal wherein also similarly circumstanced applicant (s) have been granted the stepping of pay at par to his junior.

4. The applicant has relied upon the order of the Armed Forces Tribunal(PB) dated 03.09.2021 passed in the case of *Sub M. L. Shrivastava & Ors. Vs Union of India & Ors.* in OA 1182/2018 and a catena of other orders of the Armed Forces Tribunal.

5. Furthermore, it is essential to observe that the order dated 03.09.2021 in OA 1182/2018 in case of *Sub Mahendra Lal Shrivastava (Retd) v Union of India & Ors.* and two other connected matters in OA 1314/2018 in *Sub Sattaru Lakshmana Rao v Union of India & Ors.* and OA 892/2019 in *Sub (TIFC) Jaya Prakash v Union of India & Ors.* has been upheld by the Hon'ble High Court of Delhi vide judgment dated 05.05.2025 in WP(C) 5880/2025 in *UOI & Ors. vs. Sub*

*Mahendra Lal Shrivastava(Retd)* with observations in

Para-24 and 25 thereof to the effect:-

"24. There are various reasons why, in our view, this writ petition cannot succeed: (i) Firstly, the writ petition has been preferred more than 3½ years after the passing of the impugned judgment, without even a whisper of justification for the delay. (ii) The writ petition is, therefore, liable to be rejected even on delay and laches. Nonetheless, as the issue is recurring in nature, we have examined it on merits. (iii) It appears that the earlier decision of the AFT in Sub Chittar Singh has never been challenged by the petitioner. It is well settled that the UOI cannot adopt a pick and choose policy, and leave one decision unchallenged, while challenging a later decision on the same issue. Moreover, we find that the AFT, in the impugned order, has placed reliance on the decision in Sub W.P.(C) 5880/2025 Chittar Singh which, as we note, remains unchallenged. (iv) Even on merits, there is no substance in the present petition. The reasoning of the AFT is unexceptionable. Though para 8 of the SAI required persons to exercise the option regarding the manner in which they were to be extended the benefit of the revised pay scales within three months of the SAI, which was issued on 11 October 2008, it was extended twice. It was first extended by letter dated 21 December 2010 till 31 March 2011. Subsequently, by letter dated 11 December 2013, it was directed that applications for change of option received till 30 June 2011 would be processed. Though it is correct that the respondents did not exercise their option within that period, it is also clear that each of the respondents had exercised their option prior to 30 December 2013. (v) Moreover, we are also in agreement with the AFT's reliance on clause 14(b)(iv) of the SAI, which mandated that, if no option was exercised by the individual, the PAO would regulate the fixation of pay of the individual on promotion to ensure that he would be extended the more beneficial of the two options, i.e., of either of re-fixation of pay with effect from 1 January 2006 or w.e.f. the date of his next promotion. (vi) We are in agreement with the AFT that, given the fact that the instruction was pertaining to officers in the army, and was inherently beneficial in nature, it has to be accorded an expansive interpretation. The AFT has correctly noted that the very purpose of granting extension of time for exercise of option was to cater to situations in which the officers concerned who in many cases, such as the cases before us, were not of very high ranks, would not have been aware of the date from which they were required to exercise their option and therefore may have either

exercised their option belatedly or failed to exercise their option. It was, obviously, to ensure that an equitable dispensation of the recommendations of the 6th CPC that clause 14(b)(iv) place the responsibility on the PAO(OR) to ensure that the officers were given the more beneficial of the options available to them. (vii) There is no dispute about the fact that, by re-fixing the pay of the respondents w.e.f. 1 January 2006 instead of the date from which they were promoted to the next grade between 1 January 2006 and 11 October 2008, the respondents suffered financial detriment. They, therefore, were not extended the most beneficial of the two options of pay of fixation available to them, as was required by clause 14(b)(iv) of the SAI.

25. We, therefore, are in complete agreement with the impugned judgment of the AFT and see no cause to interfere therein."

6. We have examined numerous cases pertaining to the incorrect pay fixation in 6<sup>th</sup> CPC in respect of Officers/JCOs/ORs merely on the grounds of option not being exercised in the stipulated time or applicants not exercising the option at all. The matter in issue is no more *res judicata* in view of the order dated 24.08.2022 of the Armed Forces Tribunal (PB), New Delhi in the case of *Col. Rajesh Suredia (Retd) Vs Union of India & Ors* in OA 2857/2021 whereby vide paras 10 to 15 thereof it has been observed as under:

*"10. Unlike the 6<sup>th</sup> CPC, implementation instructions which has an explicit provision that no promotion, in the eventuality of the requisite option not being exercised by an officer, the most beneficial option of fixing the, either from date of promotion/next increment will be extended, the 5<sup>th</sup> CPC instructions does not have such a*

*provision. Similarly, the 7<sup>th</sup> CPC too does not have such an explicit provision.*

*11. We have examined numerous cases pertaining to the incorrect pay fixation in-6th CPC in respect of Officers/JCO/OR merely on the grounds of option not being exercised in the stipulated time or applicants not exercising the option at all, and have issued orders that in all these cases the petitioners pay is to be re-fixed-with the most beneficial option as stipulated in Para 14 of the SAI 1/S/2008 dated 11.10.2008.*

*The matter of incorrect pay fixation has been exhaustively examined in Sub M.L. Shrivastava v. Union of India. O.A No. 1182 of 2018 decided on 03.09.2021. Relevant portions are extracted below:*

*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 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 transited 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 that no one will ever knowingly opt for a less beneficial option. We emphasize 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 PRO 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 motu 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.

12. Similarly, in the matter of incorrect pay fixation in the 7th CPC, the issue has been exhaustively examined in *Sub Ramjeevan Kumar Singh v. Union of India* decided on 27.09.2021. Relevant portions are extracted below:

12. Notwithstanding the absence of the option clause in 7th CPC, this Bench has repeatedly held that a soldier cannot be drawing less pay than his junior, or be placed in a pay scale/band which does not offer the most beneficial pay scale, for the only reason that the soldier did not exercise the required option for pay fixation, or exercised it late. We have no hesitation in concluding that even under the 7th CPC, it remains the responsibility of the Respondents; in particular the PAO (OR), to ensure that a soldier's pay is fixed in the most beneficial manner.

13. In view of the foregoing, we allow the OA and direct the Respondents to:—

(a) Take necessary action to amend the Extraordinary Gazette Notification NO SRO 9E dated 03.05.2017 and include a suitable 'most beneficial' option clause, similar to the 6th CPC. A Report to be submitted within three months of this order.

(b) Review the pay fixed of the applicant on his promotion to Naib Subedar in the 6th CPC, and after due verification re-fix his pay in a manner that is most beneficial to the applicant, while ensuring that he does not draw less pay than his juniors.

(c) Issue all arrears within three months of this order and submit a compliance report.

(d) Issue all arrears within three months of this order and submit a compliance report.

13. As stated by the Counsel for the applicant, recently in our Order dated 08.07.2022 in OA 1579/2017 Gp Capt AVR Reddy (supra), we have examined the same issue and have directed the Respondents to review the pay fixation on promotion in 5th CPC and re-fix the pay with the most beneficial option. Also in our Order dated 05.08.2022 in OA 868 of 2020 Lt Col Karan Dusad & Ors we have directed CGDA to issue necessary instructions to review pay fixation of all officers of all the three Services, whose pay has been fixed on 01.01.2006 in 6th CPC and provide them the most beneficial option. Relevant extracts are given below.

102 (a) to (j) xxxxxx.

(k) The pay fixation of all the officers, of all the three Services (Army, Navy and Air Force), whose pay has been fixed as on 01.01.2006 merely because they did not exercise an option/exercised it after the stipulated time be reviewed by CGDA/CDA (O), and the benefit of the most beneficial option be extended to these officers, with all consequential benefits, including to those who have retired. The CGDA to issue necessary instructions for the review and implementation.

### **Directions**

103. xxxx.

104. We, however, direct the CGDA/CDA(0) to review and verify the pay fixation of all those officers, of all the three Services (Army, Navy and Air Force), whose pay has been fixed as on 01.01.2006, including those who have retired, and re-fix their pay with the most beneficial option, with all consequential benefits, including re-fixing of their pay in the 7th CPC and pension wherever applicable. The CGDA to issue necessary instructions for this review and its implementation. Respondents are directed to complete this review and file a detailed compliance report within four months of this order.

14. It is evident from the above details that there indeed is a financial advantage to the applicants had their pay on promotion in Dec 2004 been fixed from the date of their next increment in March 2005. This would then also have resulted in appropriate financial advantage on transition to the 6th CPC on 01.01.2006 too. In this case, this advantage has been denied only on the grounds that the applicant had not exercised his option. This Tribunal is of the firm opinion that irrespective of whether an officer rendered his option or not, the organization and in particular the implementing agency and the paying agency are beholden to advise an officer and ensure that the most beneficial option in pay fixation is given to him. Merely because the provisions are there in the instructions, is inadequate methodology to ensure that all officers/men got the most beneficial advantage from the way their pay is fixed. Even if the applicants had not exercised their option, we do not find any record that the Respondents did advise the applicants on the implications of pay fixation from date of promotion/DNI apart from issuing a letter and holding the officer responsible. There is just no reason to believe that anyone will

*knowingly opt for a less beneficial pay fixation option. Thus the applicants have exercised/not exercised options in the absence of full knowledge of the implication of their action, which in our opinion was the responsibility of the paying authority to ensure. Merely taking cover behind an argument that as per the implementation instructions the paying office was not required/barred from suo moto taking such necessary steps/initiatives does not hold water.*

*15. In the light of the above consideration, we find that the applicant prima facie has a case and the balance of convenience too is in his favour. We therefore, allow the OA and direct the Respondents to*

*(a) Review the pay fixed of the applicant on promotion to the rank of Lt Col in Dec 2004 under the 5th CPC and after due verification re-fix his pay in a manner that is most beneficial to the applicant.*

*(b) Re-fix the applicants' pay on transition into 6th CPC with the most beneficial option, while ensuring that the applicants do not draw less pay than their juniors.*

*(c) Re-fix the applicants' pay on transition to 7th CPC and subsequent promotion and retirement accordingly.*

*(d) All pending similar cases pertaining to pay fixation on promotion in 5th CPC with the most beneficial option be similarly reviewed and pay re-fixed.*

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

7. Significantly, vide judgment dated **14.08.2024** in **Union of India & Ors Vs Col. Rajesh Suredia (Retd) in WP(C) 5477/2024**, the Hon'ble High Court of Delhi has upheld the said order of the Armed Forces Tribunal (PB), New Delhi in

2857/2021 and has observed vide paras 3-5 thereof to the effect:

*"3. After detailed arguments, learned counsel for the petitioners submits that taking into account that the directions issued by the learned Tribunal for reviewing the pay fixation qua all similarly placed persons as the respondents would involve examining of voluminous record, the exercise to comply with paragraph 15(d) of the order is likely to take at least further six weeks' time.*

*4. In the light of this explanation given by the petitioners, we grant further six weeks' time to the petitioners to comply with the directions issued in the impugned order.*

*5. The writ petition is accordingly disposed of in the aforesaid terms. "*

8. In the light of the above consideration, the OA 238/2026 is allowed and the respondents are directed to:

- (a) Review the pay fixed of the applicant in a most beneficial manner in the 6<sup>th</sup> CPC after due verification.
- (b) Thereafter, re-fix the applicant's pay on transition to 7<sup>th</sup> CPC and subsequent promotion(s) in a most beneficial manner.

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

9. No order as to costs.

(JUSTICE ANU MALHOTRA)  
MEMBER(J)

(REAR ADMIRAL DHIREN VIG)  
MEMBER (A)

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