

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

20.

OA 4127/2025

788041-F Sgt Vikash Kumar Raman (Retd)..... Applicant
Versus

Union of India & Ors. Respondents

For Applicant : Mr. Dhiraj Kumar, Advocate

For Respondents : Mr. Vishal Meghwal, Advocate

Sgt Pankaj Sharma, DAV, OIC, Legal

CORAM

HON'BLE MS. JUSTICE ANU MALHOTRA, MEMBER (J)

HON'BLE REAR ADMIRAL DHIREN VIG, MEMBER (A)

O R D E R

05.01.2026

The applicant 788041-F Sgt Vikash Kumar Raman (Retd) vide the present OA filed under Section 14 of the Armed Forces Tribunal Act, 2007 makes the following prayers:

- (a) "To quash the impugned annexed as Annexure A-I
- (b) To direct the respondents to review the pay fixed of the applicant under the 6th CPC and after due verification re-fix his pay in a manner that is most beneficial to him.
- (c) To direct the respondents to re-fix the applicant's pay on transition into 7th CPC as on 01 Jan 2016 in the most beneficial

manner while ensuring that the applicant is not drawing less pay than his batch-mate.

(d) *To pass any other order or direction in favour of applicant which may be deemed just and proper under facts and circumstances of this case in the interest of justice."*

2. The applicant was enrolled in the Indian Air Force after having been found fit in all respects on 28.06.2005 and was promoted from time to time to the rank of Sgt on 04.07.2018 and discharged from service on the completion of 20 years of service on 30.06.2025. The grievance of the applicant is that one of his batch-mate No 788016-B Sgt Surendra Singh Chouhan with similar length of service is drawing pension @ basic pay of Rs.46,800/- whereas he has been issued a PPO of @ Rs.45,400/-. The applicant further submits that his basic pay has been incorrectly fixed lesser on the implementation of the 6th CPC as well as on the implementation of the recommendations of the 7th CPC and in terms of the Para 14(b)(iv) of SAFI I/S/2008, if no option is exercised by the individual, the PAO(OR) will

regulate the fixation of pay on promotion by ensuring that most beneficial option is allowed to the PBOR and the same view has been affirmed by the Armed Forces Tribunal(PB), New Delhi in OA 1182/2018 titled as *Sub Mahendra Lal Shrivastava Vs Union of India & Ors.*, and a catena of other orders of the Armed Forces Tribunal. The applicant further submits that he submitted a representation through CPGRAM vide Registration No. DOPPW/E/2025/0073836 dated 22.09.2025 which the respondents vide their letter No. Air HQ/99798/45/DAV/A&A/CPGRAM dated 03.10.2025 replied to the effect:

"GRIEVANCE IN RESPECT OF 788041F SGT VIKASH KUMAR RAMAN DOID: 30 JUN 2025

1. Reference is made to your grievance No. DOPPW/E/2025/0073836 dated 22 Sep. 2025.
2. It is intimated that case has been reviewed and it is found that his pay has been fixed correct at all stages. In instant case 788010-B Sgt Surendra Singh Chouhan (batch-mate) had opted DNI option MACP in 7th CPC and his basic pay was fixed Rs.35,900/- wef 29 Oct 17. However, the applicant had opted DOP option on MACP in 7th CPC and his basic pay was fixed

Rs.37,000/- wef 01 Oct.17. The comparative statement is appended below:

From date	Current fixation of the applicant(779283)	If applicant opted DNI	Fixation of the batch mate(779203)
01 Jan 16	33300	33300	33300
01 Jul 16	34300	34300	34300
01 Jul 17	35300	35300	35300
01 Oct 17	37000(Opted DOP)	35900(If Opted DNI)	35300
29 Oct 17	37000	35900	35900(Opted DNI)
01 Jul 18	38100	38100	38100
01 Jan 19	38100	39200	39200
01 Jul 19	39200	39200	39200
01 Jan 20	39200	40400	40400
01 Jul 20	40400	40400	40400
01 Jan 21	40400	41600	41600
01 Jul 21	41600	41600	41600
01 Jan 22	41600	42800	42800
01 Jul 22	42800	42800	42800
01 Jan 23	42800	44100	44100
01 Jul 23	44100	41400	41400
01 Jan 24	44100	45400	45400
01 Jul 24	45400	45400	45400
01 Jan 25	45400	46800	46800

Moreover, as per MoD OM No1(20)/2017/D(Pay/ Services) Part I dated 02 November 2020, the personnel who have been regularly promoted or granted financial up-gradation on or after 01.01.2016 and desire to exercise/re-exercise option for pay fixation shall be given opportunity to exercise or re-exercise of the option within one month of

issue of the said OM. Thereafter, another opportunity to re-exercise the option was provided vide ibid OM dated 18 Aug 23 within 3 months of the issue of the O.M. i.e. 17 Nov 23 and also the fact that no further request for the extension of the date or relaxation will be permitted. Hence the applicant is drawing less increment that the quoted batch mate because of the fact that he did not opted DNI on promotion.

3. This is for your information."

3. The applicant has relied upon the orders of the Armed Forces Tribunal (PB) dated 21.10.2022 passed in the case of *Sub Bhyan Singh Vs Union of India & Ors.* in OA 1092/2017 and order dated 03.09.2021 in OA 1182/2018 titled *Sub Mahendra Lal Shrivastava Vs Union of India & Ors.* wherein the similarly placed applicants have been granted re-fixation of basic pay as per the most beneficial option available on the implementation of the 6th CPC.

4. 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 Page 17 of 19 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 W.P.(C) 5880/2025 Page 18 of 19 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."

5. We have examined numerous cases pertaining to the incorrect pay fixation in 6th 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, 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 and providing the most beneficial option in the case of JCOs/ORs has been exhaustively examined in the case of Sub M.L. Shrivastava and Ors Vs. Union of India [O.A No.1182 of 2018] decided on 03.09.2021.

6. Similarly, in the matter of incorrect pay fixation in the 7th CPC, the issue has been exhaustively examined in Sub Ramjeevan Kumar Singh Vs. Union of India [O.A. No.2000/2021] 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 7th 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."

7. In respect of officers, the cases pertaining to pay-anomaly have also been examined in detail by the Tribunal in the case of Lt Col Karan Dusad Vs. Union of India and others [O.A. No.868 of 2020 and connected matters] decided on 05.08.2022. In that case, we have directed CGDA/CDA(O) 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) xxx

(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. xxx

104. We, however, direct the CGDA/CDA(O) 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."

8. In view of the judgment of the Hon'ble Supreme Court in Civil Appeal 1943/2022 in *Lt Col Suprita Chandel vs. UOI & Ors.* whereby vide Paras-14 and 15 thereof, it has been observed to the effect:-

"14. It is a well settled principle of law that where a citizen aggrieved by an action of the government department has approached the court and obtained a declaration of law in his/her favour, others similarly situated ought to be extended the benefit without the need for them to go to court. [See *Amrit Lal Berry vs. Collector of Central Excise, New Delhi and Others*, (1975) 4 SCC 714]

15. In *K.I. Shephard and Others vs. Union of India and Others*, (1987) 4 SCC 431, this Court while reinforcing the above principle held as under:-

"19. The writ petitions and the appeals must succeed. We set aside the impugned judgments of the Single Judge and Division Bench of the

Kerala High Court and direct that each of the three transferee banks should take over the excluded employees on the same terms and conditions of employment under the respective banking companies prior to amalgamation. The employees would be entitled to the benefit of continuity of service for all purposes including salary and perks throughout the period. We leave it open to the transferee banks to take such action as they consider proper against these employees in accordance with law. Some of the excluded employees have not come to court. There is no justification to penalise them for not having litigated. They too shall be entitled to the same benefits as the petitioners."

(Emphasis Supplied)"

all persons aggrieved similarly situated may not litigate on the same issue and would be entitled to the grant of the benefits of which have already been extended to others similarly situated.

9. In the light of the above considerations, the OA 4127/2025 is allowed to the extent that the respondents are directed to:

(a) Review the pay fixed of the applicant under the 6th CPC and then in the 7th CPC after due verification in a manner that is most beneficial to the applicant.

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

11. No order as to costs.


(JUSTICE ANU MALHOTRA)
MEMBER(J)


(REAR ADMIRAL DHIREN VIG)
MEMBER (A)

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