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CENTRAL ADMINISTRATIVE TRIBUNAL
ALLAHABAD BENCH, ALLAHABAD

Original Application No: 358 of 1993

S.N.Srivastava

Versus

Union of India & Ors.

Hon'ble Mr. T.L.Verma, Member-J

The petitioner herein, has filed this application for issuing a direction to the respondents to step up his pay, at par with his junior Shri P.R.Das, Chief Draftsman at Rs. 3050/- with consequential benefits including interest @ 14% per annum.

2. The applicant was appointed as Tracer w.e.f. 18.6.1964. Thereafter, he was promoted to different grades in due course and is presently working as Chief Draftsman in grade Rs. 2000-3200/- w.e.f. 23.10.1991. It is stated that Shri P.R.Das, a junior to the applicant, was drawing pay at Rs. 3050/- on the date, the applicant was promoted to grade 2000-3200/-. The pay of the petitioner, it is stated, should have been fixed at Rs. 3050/- according to the provisions as contained in para 3 of the Railway Board's letter No. X PC-60/PPI dated 19.3.1986. It is further stated that the representation oral and written made by the applicant for stepping up of his pay did not yield any result, hence this application for the direction as mentioned above.

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The claim of the applicant has been contested by the respondents by filing Counter Reply and Supplementary Counter Reply. It has been averred that the applicant and Shri P.R.Das belong to different seniority units

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and as such the principle of stepping up of pay has no application. to the case of the applicant.

3. The first question that falls for consideration is whether the applicant is senior to Shri P.R.Das. It is not in dispute that both the applicant and Shri P.R.Das were initially appointed as Tracers, thereafter promoted to the rank of Senior Draftman then as Head Draftman on different dates which are not in dispute. Shri P.R.Das was promoted as Chief Draftsman on adhoc basis w.e.f. 1.8.1982 and continued on the said post on adhoc basis till the date of his superannuation on 30.6.1993. The applicant was given regular promotion as Chief Draftsman w.e.f. 28.10.1991. The contention of the applicant is that since he was given regular promotion on the post of Chief Draftsman and Shri P.R.Das who had also appeared for selection on the said post, but fail to be empanelled but continued as adhoc promotee, he ranked senior and was therefore entitled to the stepping up of his pay at par with that of Shri P.R.Das.

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4. Para 3 of the instructions relied upon by the applicant are being extracted below for facility of reference;

(a) Both the Junior and Senior employees should be on the same scale and the posts in which they have been promoted or appointed should be identical and in the same

In order to remove this anomaly the President is pleased to decide that in such cases the pay of the senior employee in the higher post should be stepped up to a figure equal to the pay as fixed for the junior employee in that higher post. The stepping up should be done with effect from the date of promotion or appointment of the employee and will be subject to the following conditions; namely:-

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(a) Both the Junior and Senior employees should belong to the same cadre and the posts in which they have been promoted or appointed should be indetical and in the same cadre;

(b) The scales of pay of the lower and higher posts in which they are entitled to draw pay should be identical; and

(c) the anomaly should be directly as a result of the application of rule 2018-B(E.R.22-C)-R II. For example, if even in the lower post the junior employee draws from time to time a higher rate of pay than the senior by virtue of fixation of ~~xx~~ pay under the normal rules say due to grant of advance increments or due to accelerated promotion etc. the provisions contained in this letter will not be invoked to step up the pay of the senior employee."

5. "Cadre Post" as defined in the Railway Establishment Code Vol. I at page 1 Sub Clause 7 means and includes the strength of service or part of a service sanctioned as a separate unit.

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It was stated by the learned counsel for the respondents that Shri P.R.Das belongs to the ~~■~~ cadre of Divisional Railway Manager Allahabad whereas Shri S.N.Srivastava, the applicant belongs to the Headquarters unit. The applicant and Shri P.R.Das were working in the construction unit ~~which is~~ on ex-cadre posts. That the applicant belongs to the headquarter unit of seniority is apparent from the averments made in para 4.1 of the application itself. It has been stated that the applicant was initially appointed as Tracer grade Rs. 110-200 by order dated 18.6.1964 through the Railway Service Commission Allahabad and is posted under the respondents and his paper lien was fixed under the General Manager Northern Railway, New Delhi. He got his subsequent promotions in various grades by order of the Deputy Chief Personnel Officer Northern Railway, New Delhi.

6. So far as Shri P.R.Das is concerned, it may be stated that there is no material on the record to show that he does not belong to the cadre seniority unit of Northern Railway Allahabad Division. The applicant has in para 2 of his Rejoinder, stated that the applicant and Shri P.R.Das have been drawn from different places but they are posted in the cadre of Draftsman under the Administrative Control of respondent No. 1 and thus belong to one seniority unit. This admission of the applicant supports the case of the respondents that the ~~seniority of~~ seniority of, both, Shri S.N.Srivastava and P.R.Das ^{is} maintained in their respective cadre units namely DRM Northern Railway, Allahabad in respect of Shri P.R.Das and General Manager (P/NR/H/New Delhi) headquarters office in respect of Shri Srivastava. In this connection reference may also be made to the seniority list filed by the applicant in the Supplementary Rejoinder. This seniority list explicitly speaks in column No. 10 that lien of Shri Das stands at Sl. No. 22 and the name of the applicant had nowhere, been mentioned. The applicant and Shri P.R.Das were working in the construction organisation the posts which they were holding ~~there~~ being ex-cadre posts did not attract the application of the principle of the stepping up of pay.

7. For proper appreciation of the rival contentions it is necessary to mention here that Shri P.R.Das with whom the applicant is seeking parity was appointed on 24.6.1959. He was promoted as Senior Draftsman w.e.f. 9.5.1977 as Head Draftsman w.e.f. 1.12.1980 and Chief Draftsman w.e.f. 1.8.1982 where-as the applicant was initially appointed on 21.5.1978 and promoted as Senior

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Draftsman w.e.f. 25.3.1981, as Head Draftsman w.e.f. 25.3.1990 and as Chief Draftsman w.e.f. 28.10.1991. The promotions of the 2 were made by the competent authorities of their respective seniority units. In the facts and circumstances discussed above it is thus clear that the applicant and Shri P.R.Das do not belong to the same seniority unit and as such the question of applying the principle of stepping up of pay of the senior at par to that of the junior has no application in the instant case.

8. In addition to the above, the promotion of Shri P.R.Das being adhoc and earlier in point of time ^{subsequent and} and that of the applicant being/regular do not attract the provisions of the stepping up of pay as is clear from the instructions issued by the Railway Board vide ^{and} letter No. E(P&A)II/90/PP-2 dtd. 30.11.1990. /In the clarification slip, vide advance clarification slip No. 6-R-II, it has been clearly stated that the benefit of stepping up of pay of seniors with reference to that of juniors can be given only in cases where the promotion of the senior and the junior are on a regular basis. It is not in dispute that the promotion of Shri P.R.Das admittedly was adhoc and continued to be so till the date of his retirement and that the applicant was promoted on regular basis as Chief Draftsman. Hence the principle of stepping up of pay has no application in the instant ~~xx~~ case.

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9. For reasons stated above, this application merits dismissal and the same be and is hereby dismissed. In the facts and circumstances of the case, the parties will bear their own costs.

J. H. Kumar
Member-J

Allahabad Dated: 27.6.94

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