

Before the Administrative Tribunal
(Circuit Bench), Lucknow.

TA No 607 - 86 - (T)

10/8

Sl. No. 13.

Bhagwati Prasad Mishra — Applicant
vs,

Union of India — Opposite
and others. Parties.

Application for Adjournment

It is respectfully submitted
as under:—

1— That as I shall remain out
of Station from tomorrow i.e.
25.5.1988. I shall not be
able to conduct cases listed
before this Tribunal.

It is, therefore, prayed
that the hearing of the above
noted case may kindly be
adjourned to some other date
after vacation.

Lucknow 24-5-88
Dated 25-5-88.

~~Duggan~~
Advocate
Counsel for Applicant

Before the Central Administrative Tribunal
(Lucknow Bench), Lucknow.

5 NO 3

TA NO NO 607-86 (T) 108

28/5

B. P. MISHRA ——— applicant
vs
union of India ——— OP'S.
F.F. 26/88.

Application for Adjournment fixing
the case in the week commencing
from 23.5.1988.

It is respectfully submitted
as under: —

- 1- That in the above noted case I am the counsel engaged by the applicant to argue the above noted case.
- 2- That since I am not feeling well today it is not possible for me to argue the above case today.
- 3- That it is expedient in the interest of justice that the above noted case may be adjourned today and be fixed in the week commencing from 23.5.88.

It is, therefore, prayed that the above noted case may be adjourned today and be fixed in the week commencing from 23.5.88.

28/5/88
Adv.

LKO
28.5/88

Counsel for Applicant

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
ALLAHABAD BENCH

23-A, Thornhill Road, Allahabad 211 001

19/9

No. CAT/Alld/

9960-9971

Dated

19-9-86

In re

Registration No.

607

of 1986

(T)

Bhagwati Prasad Misra

APPLICANT

Versus

Union of India and others

RESPONDENTS

To

① Bhagwati Prasad Misra S/o B. G. Misra R/o 558/17 Sunder Nagar
Alambagh Lucknow

② Union of India through General Manager Northern Railway Baroda
New Delhi

③ General Manager (P) Northern Railway Baroda House New Delhi

④ Deputy Controller of Stores Northern Railway Alambagh
Lucknow

WHEREAS the marginally noted case has been transferred by Munsif Lucknow

under the provisions of the Administrative Tribunals

Act (No. 13 of 1985) and registered in this Tribunal as above.

O.S. No. 262 of 1982

of the Court of Munsif Lucknow

arising out of the order dated

passed by

in

The Tribunal has fixed the date of 21.10.

1986 for the hearing of the
matter.

If no appearance is made on your
behalf by yourself, your pleader or by
someone duly authorised to act and plead
on your behalf, the matter will be heard

and decided in your absence.

Given under my hand and the seal of the Tribunal this 5th day

September 1986



DEPUTY REGISTRAR

Gahng
5/9

O/c

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL,
Court (ALLAHABAD BENCH)
23-A Thanehill Road, Allahabad-211001.

No. CAT/ALLO

Gandhi Bhawan, Lucknow

DATED

11/5/88

Transfer Application No.

26/08 (TL)

607/06 (T) of 198

(T)

Bhagwati Pd. Mishra

APPLICANT

Versus

Union of India (G.M.N.R.) & OR

RESPONDENTS

To

Sri C P. Agarwal, Advocate

CAT

Allahabad

WHEREAS the marginally noted case has been transferred
by High Court, Lucknow under the Provisions of
the Administrative Tribunal Act (No. 13 of 1985) and registered in
this Tribunal as above.

Sl P. No 5790 of 1981
of the Court of High Court, Lucknow
arising out of the order dated

Passed by

in

The Tribunal has fixed the
date of 25/5 1988
for the hearing of the
matter.

If no appearance is
made on your behalf by your-
self, your pleader or by
someone duly authorised to
act and plead on your behalf, the matter will be heard and
decided in your absence.

Given under my hand and seal of the Tribunal this 11
day of 5 1988

DEPUTY REGISTRAR

Hand to 11/5/88
D.R. (5)
2/1/88
P.M.

11/5/88

Before the Central Administrative Tribunal
Allahabad.

RS-540262 — 82

Bhagwan Prasad Misra — Plaintiff
vs.

Union of India

Expedite Application

It is submitted as under:

1. That the above noted case has been transferred to this Tribunal v/s 29 of the Act and is a old case.
2. That the W.S. has already been filed by the Respondent in the case.
3. That it is expedient in the interest of justice that the hearing of the case may be expedited and the Plaintiff may be permitted to comply with the procedure as laid down v/s 19 of the Act.

Shri Mazumdar

8/8

It is therefore, for that the above noted may be listed before court on 21.10.86. Date the another list.

Note: (my brother is on record)

Shri Mazumdar
21.8.86.

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
ALLAHABAD BENCH
23-A, Thornhill Road, Allahabad-211 001

9/12
A/119
s.CAT/A11d/Jud/29431 to 432 1024.00
Dated the 8

T.A.No. 097/03
A.No. of 198 .(T)

Applicant's

Versus
Respondent's

Applicant's

Respondent's

To
1. Sd/- A.C. Sharma, Advocate, High Court, Allahabad
2. Sd/- C.P. Sharma, Advocate, C.A.T. Allahabad.

Whereas the marginally noted cases has been transferred by D.S. No. under the provision of the Administrative Tribunal Act (No.13 of 1985) and registered in this Tribunal as above.

Writ Petition No. 0.3.0.0. 10/02
of 198
of the Court of D.S. No.
arising out
of Order dated
passed by in

26-4-88
The Tribunal has fixed date of 10/02 1988. The hearing of the matter.

If no appearance is made on your behalf by your some one duly authorised to Act and pled on your behalf the matter will be heard and decided in your absence.

Given under my hand seal of the Tribunal this 10/02 day of April 1988.

DEPUTY REGISTRAR

Dk

या जाना चाहिए

ion Sector 2.

हस्ताक्षर
of Operator

से कम अवधि की

नम्बर शुल्क संदेशों
में, परिचाय और
हफ्ते से न्यायोचित
हफ्ते अवधि शामिल

such as disposal of
duties, traffic and
etc., is fully justi-
s than 15 minutes

हस्ताक्षर और पद
Signature
of the
Supervisor

[28-316/68-MI]
[9-10/68-T2]

0131/A 53 LUCKNOW A

140 REGISTRAR CENTRAL

किसी से
multiplied by

ADMINISTRATIVE TRIBUNAL ALLAHABAD

Signature
of the

REGISTRATION NO 607-86 (T) BHAGWIPRASAD MISRA

AND REGISTRATION NO 260-86 (.) R P SRIVASTAVA FIXED

ADJOURNMENT PRAYED, R C SAXENA ADVOCATE.

मोर्स ब
बेतार म
Morse C
W/T M

से भोजन रहित
Meal relief from

गैर-परिचालित ड्यूटियों और
Particulars of non-Operative

पर्यवेक्षक स्टाफ का प्रमाण-
Certificate of Supervisory si

1. कि आपरेटर द्वारा कोई अवधि शा
That the stopp
period of less t
2. गैर-परिचालन
और देवनागरी
दूरमुद्रक पर्यवेक्ष
और सही है अ.
नहीं है।

That the total period c
late fee messages and
teleprinter supervisor
fied and correct and
duration.

MGIPAh.—276 P. & T./82—308-82—7,00,0

Shri M. A. M. M. M.

Signature

27/7/14/8 2/9

Before the Central Administrative Tribunal, Allahabad Bench,

Registration No. 607 of 1986(T)

Misc. Appn No. 75-B-T/87

Bhagwati Prasad Misra aged about 62 years son of
Sri Bans Gopal Misra, resident of 568/17, Sunder
Nagar, Alambagh, Lucknow.

..... Petitioner.

Versus

1. Union of India through the General Manager,
Northern Railway, Baroda House, New Delhi.
2. General Manager(P) Northern Railway,
Baroda House, New Delhi.
3. Deputy Controller of Stores, Northern
Railway, Alambagh, Lucknow.

..... Opp. Parties.

Dismissed in default on 30/8/87

Application for restoration of the case

It is respectfully submitted as under :-

1. That the above noted case was listed for hearing on 8.7.1987 before this Tribunal.
2. That the counsel for the applicant Sri R.C. Saxena, was not feeling well on 8.7.1987 as such a telegram praying adjournment of the case was sent to the Tribunal on the basis of which the case was adjourned on 8.7.1987.
3. That the applicant and his counsel Sri R.C. Saxena resides at Lucknow.
4. That the applicant is an old man retired from service and has no sufficient funds as well as physical strength to reach to

DR(J)
14/8/87

Refusing

SO Transfer
list this case
for orders before
court along with previous
papers on 2/9/87 as
requested by learned
counsel

1/18

Allahabad to attend the case on each date of hearing.

- 5- That the applicant and his counsel Sri R.C.Saxena since 9.7.1987 had been waiting for intimation about the next date fixed by the Tribunal on 8.7.1987 but no intimation about the date 30.7.1987 was ever given to any one of them.
- 6- That due to omission on the part of the Tribunal to give intimation about the date fixed for hearing the counsel for the applicant could not appear before the Tribunal on 30.7.1987 as a result of which the case was dismissed in default.
- 7- That the applicant from 15.7.1987 till 10.8.1987 remained confined to bed due to fever as a result of which he could not arrange to enquire about the date from the Tribunal.
- 8- That the applicant on 11.8.1987 reached Allahabad to know about the date fixed in the case and on enquiry learnt that his case was dismissed in default.

Admission

- 9- That the applicant has every intention to prosecute his case and omission to appear before the Tribunal on 30.7.1987 is only due to the reasons stated above.

Lucknow, dated
13-8-1987

R. C. Saxena
Applicant. *Rep*

Verification

I the above named applicant do hereby verify that the contents of paras 1 to 9 of this application are true to my personal knowledge. No part of it is false and nothing material has been concealed, so help me God.

Lucknow, dated
13-8-1987.

R. C. Saxena
Applicant.

PRAYER

Wherefore it is most respectfully prayed that the Tribunal may be pleased to recall the order dated 30.7.1987 and restore the case at its number for decision on merits.

Lucknow, dated
13-8-1987.

R. C. Saxena
(R. C. Saxena)
Advocate
Counsel for Applicant.

Before the Central Administrative Tribunal, Allahabad Bench,
Misc Appn No. 75-B/T/07
Registration No. 607 of 1986(T)

Engroft Prasad Morn aged about 62 years son of
Sri Bano Gopal Morn, resident of 568/17, Sander
Nagar, Alambagh, Lucknow.

..... Petitioner.

Versus

1. Union of India through the General Manager,
Northern Railway, Baroda House, New Delhi.
2. General Manager(P) Northern Railway,
Baroda House, New Delhi.
3. Deputy Controller of Stores, Northern
Railway, Alambagh, Lucknow.

..... Opp. Parties.

Application for restoration of the case

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before this Tribunal.
2. That the counsel for the applicant Sri R.C. Saxena, was not
feeling well on 8.7.1987 as such a telegram praying adjournment
of the case was sent to the Tribunal on the basis of which the
case was adjourned on 8.7.1987.
3. That the applicant and his counsel Sri R.C. Saxena resides at
Lucknow.
4. That the applicant is an old man retired from service and has
no sufficient funds as well as physical strength to reach to

T.C.
[Signature]
Advocate

Allahabad to attend the case on each date of hearing.

- 5- That the applicant and his counsel Sri R.C. Saxena since 9.7.1987 had been waiting for intimation about the next date fixed by the Tribunal on 8.7.1987 but no intimation about the date 30.7.1987 was ever given to any one of them.
- 6- That due to omission on the part of the Tribunal to give intimation about the date fixed for hearing the counsel for the applicant could not appear before the Tribunal on 30.7.1987 as a result of which the case was dismissed in default.
- 7- That the applicant from 15.7.1987 till 10.8.1987 remained confined to bed due to fever as a result of which he could not arrange to enquire about the date from the Tribunal.
- 8- That the applicant on 11.8.1987 *reached* Allahabad to know about the date fixed in the case and on enquiry learnt that his case was dismissed in default.

T.C.
Dr. R.C. Saxena
Saxena

9- That the applicant has every intention to prosecute his
case and omission to appear before the Tribunal on
30.7.1987 is only due to the reasons stated above.

Lucknow, dated
13-8-1987

Applicant. Bop

Verification

I the above named applicant do hereby verify that the contents
of paras 1 to 9 of this application are true to my personal
knowledge. No part of it is false and nothing material has been
concealed, so help ☐ God.

Lucknow, dated
13-8-1987.

Applicant.

PRAYER

Therefore it is most respectfully prayed that the Tribunal may be
pleased to recall the order dated 30.7.1987 and restore the case at its
number for decision on merits.

Lucknow, dated
13-8-1987.

(R. C. Sharma)
Advocate
Counsel for Applicant.

T.C.
[Signature]
Advocate

ORDER SHEET

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL

ALLAHABAD

Regn NO 607 (T) OF 1986

Bhagwati D. Misra VS UOI (GMRKly) Loss.

SL NO of order	Date of order	ORDERS WITH SIGNATURE	Office Notes as to action (if any) taken on order
			<p>Office report -</p> <p>1. OS No. 262/82 received on transfer from DS Lucknow</p> <p>2. Cause of action - Claim for difference of pay</p> <p>3. Position at the stage of transfer - (i) WS filed (ii) pending for issues.</p> <p>4. Notice issued by regd. post to both the parties to</p> <p>5. No undelivered regd. cover recd. back so far. Submitted for orders.</p> <p><i>11-2-87</i> J.M. D S Misra - AM H.M. G S Sharma - JH</p> <p>On the cited action of the plaintiff, the case is adjourned to 22/4/87 for hearing</p> <p>AM JH</p> <p>J.A.</p> <p><i>17/10/86</i></p>

Bhagwati Prasad Misra — Applicant
vs.

Union of India & others — Respondents.

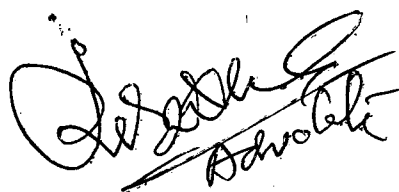
Application for Adjournment

It is most respectfully submitted as under:—

1. That due to 'cold, fever and Psynophitis' I have not been feeling well as yet and I sent illness slip for adjournment of the above noted case yesterday while the same was listed before this Tribunal.
2. That I have been informed that the Hon'ble Bench ordered the case to be listed for today i.e. 26.8.1988.
3. That as already stated due to illness I am unable to argue the case even today and requests for its adjournment to some other date.

It is, therefore, most respectfully prayed that the above noted case may kindly be adjourned to some other date.

Lucknow
Dated 26.8.88


Advocate
Counsel for applicant

Before Central Administrative Tribunal,
Coercive Bench (Lucknow)

Hon'ble Bench at Coercive Bench.

I am busy at Allahabad in
some other cases and personal
work, so I am unable to
attend the Court on 23, 24 & 25
Jan. 1989. I request that my
cases be adjourned and fix some
other date.

G. P. Agarwal
23.1.89

FORM NO. 21

(See rule 114)

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL, BENCH

OA/TA/RA/CP/MA/PT of 20.....

TA No 607/86.

R.S. No. 262/82

Bhagwati Prasad Mishra.

Applicant(S)

Versus

Union of India. and

Respondent(S)

INDEX SHEET

Serial No.	DESCRIPTION OF DOCUMENTS	PAGE
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5 - Civil Court order sheets.	A39 to A48	
6 - CIVIL Procedure Code	A49 to A52	
7 - Notices Civil Court / applications / power	A53 to A74	
8 - Affidavit / applications / power / power	A75 to A96	
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11 - other paper / notices power / memo no. 75 to 7/82	A107 to	

Certified that the file is complete in all respects.

B.C. already cancelled and destroyed.

Signature of S.O.

Signature of Deal. Hand

आदेश पत्रक
ORDER SHEET

अपील
निर्देश आवेदन रजिस्टर में सं०

No. in Reference Application
Appeal Register

T.A. 607/86

अपील अनिकरण
Appellate Tribunal

अपीलार्थी
आवेदक

Appellant
Applicant

अपीलार्थी
आवेदक द्वारा

Appellant
Applicant

प्रत्यर्थी द्वारा
Respondent

बनाम

Vs.

प्रत्यर्थी

Respondent

Bhagwati P.

Union of India & Ors.
M. B. Singh

आदेश की क्रम संख्या
और तारीख
Number of
order and date

संक्षिप्त आदेश, निर्देश देते हुए, यदि आवश्यक हो
Brief order, mentioning reference, if necessary

पालन कैसे हुआ और पालन
करने की तारीख
How complied with and
date of compliance

29.07

16.10.87

~~Misc Restoration Application 75-6-7-87~~

No filing A.O. to 16.10.87
done

Reg

list is appropriate
Court on 27-11-87 for
order

R/S

Heard the learned counsel. There is no
counter version. Case is restored to original
number. Let it be final hearing.

27/11/87

02

Misc Restoration
Appn has been filed
by M. B. Singh
against the order
of 30.7.87 passed
by Honble A. J. S.

done
27/11/87

67-867

SL. NO. of Order	Date of Order	ORDER WITH SIGNATURE	Office notes as to action (if any) taken on order
23.407		<p>No Reply.</p> <p>On the request of counsel for both the parties, the case is adjourned to 8.7.07</p> <p>Am. HRC</p>	
817/07		<p>Hon. D.S. Mishra Am. Hon. G.S. Sharma Jm</p> <p>None is present for the plaintiff. The case is adjourned to 30/7/07 for hear.</p> <p>Am. Jm.</p>	
30.7.87		<p>Hon. A. Johni, A.M.</p> <p>This case was adjourned on 8.7.87 as nobody was present for the plaintiff. The case was listed for 30.7.87, i.e. today and even today none is present on behalf of the plaintiff. Sh. G.P. Agarwal is present on behalf of the respondents.</p> <p>This case is accordingly dismissed in default.</p> <p>Am.</p>	<p>142</p> <p>Issued Am. 31/7</p>
		<p>Hand to the</p>	

ORDER SHEET

OFFICE REPORT

An application has been filed in this Tribunal for transferring the case No. 607/86(T) of 19 — to the Circuit Bench Lucknow.

I-f approved, 26th April 1988 may kindly be fixed for hearing at Circuit Bench Lucknow. In this regard the notices may be sent to the parties counsel.

Desu List this case on 26th April 1988 before Circuit Bench Lucknow for hearing.

lu
D.R.

Circuit Bench at Lucknow ^{A/M}

26-4-88

Hon. S. Zohar Hasan, VC.
Hon. Ajay Johri, Am.

Due to illness of the
learned Counsel for the
applicant Shri R.C. Saxena
the case is adjourned to
25-5-88. Inform
Shri G.P. Agarwal, Advocate
for respondents at Allahabad.

Aj
Am.

VC.

Am

25.5.88 Notice issued through D.R (5)
GAT Bldg.

Am

25.5.1988

Hon. Ajay Johri, Am
Hon. G. S. Sharma, JM

None is present for the respondents.
The petitioner wants time and the
case is adjourned to 25.8.88 to
being.

Aj
Am.

Am
JM

25.5.88
Am

25.8.88 Fixed for Hearing

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL

GIECUT BENCH AT LUCKNOW

O.A./T.A. No. 607 1986 (T)

B. P. Mishra

Applicant(s)

Versus

W. O. S. & Ors

Respondent(s)

Sr.No.	Date	Orders
	24.10.88	Hon. D.S. Mishra, A.M. On the request of counsel for applicant Case is adjourned for hearing on: 24.11.88. Jm 24-10
	24-11-88	Hon. D.S. Mishra, A.M. Hon. T.S. Sharma, Jm. Secy R.C. Saxena for applicant. A request for an adjournment has been made on behalf of Mr. B.P. Mishra for respondents. The case is adjourned to 23-12-88. Jm Am.
	23/12/88	No sitting, Adjourned to 24/1/89 For Hearing. Rm 23/12
	24-1-89	Hon. D.S. Mishra, A.M. Hon. T.S. Sharma, Jm. Secy R.C. Saxena for the applicant. On the request received for the case adjourned to 2

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
CIRCUIT BENCH, LUCKNOW

ORDER SHEET

REGISTRATION NO. TH 607 of 1986

APPELLANT
APPLICANT

VERSUS

DEFENDANT
RESPONDENT

Serial number of order and date	Brief Order, Mentioning Reference if necessary	How complied with and date of compliance
31/0/09	<p>Hon Justice K. Nath, VC.</p> <p>Opposite parties' learned counsel Shri Arjun Bhargava says that by mistake he sought instructions from a department which was not concerned with the matter. He requests for two weeks time. In the interest of justice the case is directed to be listed for final hearing on 19-9-09 as agreed by the learned counsel for both the parties.</p>	OK

1/09
①5/09
Received
on behalf of
RC Saxena
Advocate

Dr
K.C.

2/11/09

CENTRAL ADMINISTRATIVE TRIBUNAL, ALLAHABAD
Circuit Bench at Lucknow.

Registration T.A. No.607 of 1986
(R.S. No.262 of 1982 of the Court of Munsif)
(Hawali, Lucknow)

Bhagwati Prasad Misra Plaintiff/Applicant
Versus

Union of India and Others Defendants/Opposite
Parties.

Hon. Justice Kamleshwar Nath, V.C.

The regular Civil Suit referred to above has been received by transfer for disposal by this Tribunal under Section 29 of the Administrative Tribunals Act XIII of 1985. The applicant has sought a mandatory injunction to direct the defendants-opposite parties to fix the applicant's salary on the post of Clerk Grade II with effect from 24.12.62 in accordance with the provisions of para 2018-B of the Indian Railway Establishment Code Volume II and also re-fix the applicant's pay in consequence thereof on the post of Ward Keeper with effect from 1.9.76 and on the post of Assistant Store Keeper with effect from 8.5.1979.

2. The facts are not in dispute. The applicant in the course of his employment with the opposite parties was holding the post of Store Delivery Clerk in the scale of Rs. 130 - 280 at a salary of Rs.155/- per month. He was promoted on 31.12.62 as Clerk Grade II in the scale of Rs.130-300. The applicant's case is that at the time of his promotion as Clerk Grade II, his pay

R

should have been fixed in accordance with para 2018-B of the Railway Establishment Code, Volume II (for short the Code). It is admitted that if that was correct, the applicant's pay on the post of Clerk Grade II should have been fixed by initially giving him the benefit of one increment in the scale of Rs.130 - 280 and then by finally fixing him at the next stage available in the scale of Rs.130 - 300.

3. The applicant was promoted to the post of Ward Keeper ^{m 1.9.76} in the scale of Rs. 425 - 600 and lastly to the post of Assistant Store Keeper in the scale of Rs. 425 - 700 on 8.5.79. Again with effect from 1.4.82 he was promoted to the post of Depot Store Keeper Grade II in the scale of Rs.550 - 750. The applicant's grievance is that since the applicant's pay was not correctly fixed on the post of Clerk Grade II, his pay on the post of Ward Keeper and Assistant Store Keeper was also fixed at lower stage.

4. The applicant further says that although the benefit of para 2018-B of the Code was given to one H.S. Khare who was junior to him, he was subjected to hostile discrimination by refusing to give him similar benefit.

5. The applicant made representations to the concerned authorities on 25.4.79, 12.6.80, 9.9.80 and 10.9.81 and ~~that~~ the Deputy Controller of Stores practically admitted the applicant's claim in his letter dated 11.4.81 but awaited orders from superior authorities. Having received no redress, the applicant filed this Suit in the Munsif's Court on 19.5.82.

92

n 1

6. The case of the defendants/opposite parties is that the posts of Store Delivery Clerk in the scale of Rs.130 - 280 and of Clerk Grade II in the scale of Rs.130 -300 were treated as carrying equal responsibility and did not involve promotion hence para 2018-B of the Code was not applicable. It was next said that in 1972 the Railway Administration decided to give benefit of para 2018-B with retrospective effect to such of the employees who had opted for Clerk grade II from non ministerial post of Store Delivery Clerk and since the applicant gave a conditional offer, the applicant was not entitled to the benefit of the para. On the contrary, Shri H.S. Khare had given an unconditional offer and therefore had been given benefit of the said para.

7. I have heard the learned counsel for the parties and have gone through the material on the record. It is clear from para 5 of the written statement that although the opposite parties alleged that the posts of Store Delivery Clerk and Clerk Grade II carried equal responsibilities, they admitted that the post of Store Delivery Clerk was a non ministerial post in the lower scale of Rs.130 - 280 whereas the post of Clerk Grade II was a ministerial post in the higher scale of Rs.130 - 300. Prima facie there was not only change in the class of the post i.e. from non ministerial post to ministerial post but also the increase in the ^{maximum of the} scale of pay and therefore appointment of the clerk grade II must be treated to be on promotion from the post of Store

Delivery Clerk. It is not the case of any of the parties that the scale of Rs. 130 - 300 for the post of Clerk grade II is only a selection scale for the holders of the post of Store Delivery Clerk. Ordinarily in selection scales of a particular grade, the posts^{N1} in the higher scale are not treated to carry higher responsibilities, but that would not apply to post of a different class carrying a scale whose maximum is higher than that of the other class. The learned counsel for the opposite parties has not been able to establish that the post of the clerk grade II did not carry higher responsibilities than the post of Store Delivery Clerk. On the contrary, the learned counsel for the applicant has correctly relied upon the letter dated 11.4.81 of the Deputy Controller of Stores which unmistakably mentions that in terms of the General Manager letter dated 16.10.71, the grades of Senior Clerk (namely Clerk grade II) in the scale of Rs. 130 - 300 was treated to be higher to that of Store Delivery Clerk in the scale of Rs. 130 - 280 and accordingly benefit of Rule 2018-B was allowed to the senior clerks who were routed through the post of Stores Delivery Clerk. In this situation, I hold that para 2018-B of the Code was applicable to the case of the applicant.

8. However, it does appear that Clerks grade I who were promoted from the post of Stores Delivery Clerk were required to exercise option for their retention as clerk grade II, but that option seems to have been invited sometime in 1973. The learned

counsel for the opposite parties has placed before me a letter dated 19.4.73 of the General Manager, Northern Railway Hqrs., New Delhi in which the question of fixation of pay of senior clerks in the scale of Rs.130 - 300 from the post of Stores Delivery Clerk was considered. A decision was taken that such Stores Delivery Clerks who were put to officiate as senior clerks (i.e. Clerk grade II) without exercising option should be asked to give option for the purpose of their future advancement as to whether they would like to go towards the ministerial ^{side} ~~group~~ or towards non-ministerial side and if they opted for the ministerial side within one month, they may be given the benefit of one increment while fixing the pay as Senior Clerk in the scale of Rs. 130 - 300. The learned counsel for the opposite parties has also produced a copy of the applicant's letter dated 15.4.73 in the matter of exercise of option. In this letter, the applicant said that he opted for the ministerial group. However, he went on to add that he would not be entitled to promotion to non ministerial group till there was no change in the decision but if there be any further decision to grant benefit of one increment to both opting ministerial and non ministerial group then the applicant reserved his right to change his option. According to the opposite parties, this exercise of option was conditional and therefore could not be accepted. On the contrary, the letter of option of H.S.Khare dated 20.4.73 produced by the learned counsel for the opposite parties is wholly unconditional. He

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said that he opted for the ministerial side for his promotion and that he understood that he would not be eligible for promotion to future vacancies in non ministerial group.

9. The reply of the applicant in the replication is that even if the applicant's option was conditional, it could have been refused and the applicant should not have been allowed to continue in the post of clerk grade II. It is urged that since the applicant was admittedly confirmed on the post of clerk grade II by order dated 4.3.70, he could not have been denied the benefit of the provisions of para 2018-B of the Code.

10. There would have been some worth in the stand of the opposite parties if it could be shown that the benefit of para 2018.B of the Code was given only to those persons who had opted from non ministerial to the ministerial line. Letter dated 19.4.73 of the General Manager, Northern Railway HQrs., New Delhi would show that the ministerial ~~or non~~ ^{line} consisted of Head Clerks whereas the non ministerial ~~or non~~ ^{line} concerns Ward Keepers. The letter dated 11.4.81 of the Deputy Controller of Stores referred to above mentions that Senior Clerks were to seek their avenue of promotion on the ministerial side, namely Head Clerks, Assistant Supdt. and Office Supdt. whereas the Store Delivery Clerks had to go in non ministerial side i.e. Ward Keeper, Assistant Store Keeper and Depot Store Keeper. It

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is the admitted case of the opposite parties, however, that H.S. Khare promoted as Senior Clerk on 18.1.63 from the post of Store Delivery Clerk had nevertheless been posted as Ward Keeper on 15.12.77 and further on the post of Assistant Store Keeper on 8.5.79 although he had given option for the ministerial ^{side.} ~~cadre.~~ In other words, the benefit of para 2018-B of the Code had been given to H.S. Khare even though he was promoted in the line of non ministerial cadre despite his option for the ministerial cadre. The option of the applicant was invalid inasmuch as it was conditional. Nevertheless, he had held the post of Clerk grade II in the ministerial cadre on which he had been confirmed on 4.3.70 and yet when he was promoted in the non ministerial line to the post of Ward Keeper on 1.9.76 and again to the post of Assistant Store Keeper on 8.5.79 he had been refused the benefit of para 2018-B.

11. It is also noticeable that since the applicant was promoted to the post of clerk grade II on 31.12.62, para 2018-B of the Code came into operation; it did not beg to await for the exercise of options as late as in the year 1973 or near abouts. In the absence of any Rule to the contrary, the applicant was entitled to the benefit of para 2018-B of the Code on 31.12.62.


12. The only other point heard by the learned counsel for the opposite parties is that the applicant's claim is barred by limitation. Prima facie it may appear that a claim for revision of pay on the post of Clerk grade II as far back as 24.12.62 and the

consequential benefits of revised pay for the higher posts of Ward Keeper with effect from 1.9.76 and the post of Assistant Store Keeper with effect from 8.5.79 were barred by time when the Suit was filed on 7.8.82. The learned counsel for the applicant says that the failure of the Department to give the benefit of para 2018-B of the Code on 31.12.62 renders the Department's entire action to be invalid and therefore the applicant is entitled to lay claim to it even now. There is a distinction between an invalid direction and an action which is void ab initio. Perhaps only in the latter case, the action may be treated to be non est and therefore a party in default may be required to act even as late as in this case. But ^{an} where ~~any~~ action is invalid for reason of its being erroneous, as in the present case, the cause of action accrued at the time of the invalid action and the claim to set it right must be brought within the prescribed period of limitation. In this case, the invalid action of the opposite parties was a result of erroneous application of the scheme of option and therefore the cause of action had arisen on the dates on which the respective orders of appointment of the applicant with fixation of his pay had been passed. It is not disputed that if that was the cause of action, the period of limitation would have been three years before the filing of the Suit.

13. Even so, there is no reason why the applicant should not get benefit of a notional re-fixation of his pay at all appropriate stages with an

actual financial benefit ~~from~~^{for} a period within three years immediately preceding the filing of the Suit. In this case, the suit was also preceded by a notice under Section 80 of the Code of Civil Procedure. The period of notice would also have to be credited to the three years period of limitation.

14. The application is partly allowed. The opposite parties are directed to refix the pay of the applicant as on 31.12.62 on the post of Clerk grade II in the scale of Rs. 130-300. In consequence of such refixation, the opposite parties shall also refix the pay of the applicant on the post of Ward Keeper with effect from 1.9.76 and on the post of Assistant Store Keeper on 8.5.79. The applicant shall not be entitled to any ^{arises by way of} financial benefit of the above refixation prior to 8.5.79; but he shall get all the financial benefits of refixation of salary on the post of Assistant Store Keeper with effect from 8.5.79 and all consequential benefits thereof for the subsequent period. Parties shall bear their costs. The opposite parties shall carry out this direction within a period of three months from the date of the receipt of the copy of this order.


Vice Chairman

Dated the 25th October, 1989.

RKM

सावान्ध सची (अध्याय 4, नियम 4)
In the Court of J. Adl. Mansingh, Sec.

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प्र.साय

पृष्ठ 197 Reg. No. 262/82
थाना

प्राप्तज्य *Bhupwati* 11d, मात्रा जाति

निवासी Union पानी / Indus जिला

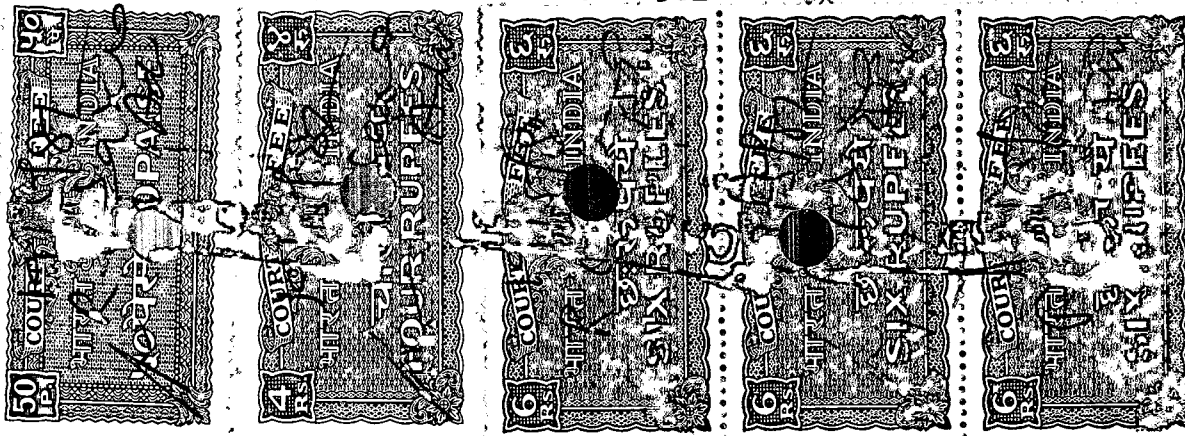
अध्याय 12 नियम 1 से अनुसार पञ्चावली का प्रकार

पी० एन० य० पी०—(आर०आर)—०५ अक्टूबर—(रक्त० मी० जे० सं० १ भाग IX) 10-9-82-20,00,000 आकसेट।

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In the Court of Munsif Hawali, Lucknow.

R.S. No. 262 of 1982



Bhagwati Prasad Misra, aged about 55 years,
S/o Sri Bans Gopal Misra, R/o 558/17, Sunder
Nagar, Alambagh, Lucknow.

... Plaintiff.

VERSUS

- 8-22-80
J.S.
5/10/82
1. Union of India through the General
Manager, Northern Railway, Baroda House,
New Delhi.
 2. General Manager (P) Northern Railway,
Baroda House, New Delhi.
 3. Deputy Controller of Stores, Northern
Railway, Alambagh, Lucknow.

... Defendants.

Nature of Suit = Mandatory Injunction

Valuation = Rs.1000/-

Court fee paid = Rs. 22.50

The plaintiff above named submits as under:-

1. That the plaintiff at present is holding the
post of Depot. Store Keeper II in scale Rs.550-750 under
the Defendant No. 3.
2. That the plaintiff was initially appointed as
Junior Clerk, Grade Rs.55-130 (AS) on 18.1.1949.
3. That the plaintiff was thereafter promoted
to the post of Store Delivery Clerk, Grade Rs.130-280
(A.S.) on 27.3.1961.
- Pradip Misra

4. That vide order No. E-395 dated 31.12.62 issued for and on behalf of District Controller of Stores, Northern Railway, Alambagh, Lucknow, plaintiff was promoted and appointed as Clerk II (Senior Clerk) Grade Rs.130-300 (A.S.) and was posted in the Central Receipt Section under the Office of the District Controller of Stores, Northern Railway, Alambagh, Lucknow. The promotion of the plaintiff on the post of Clerk Grade II (Senior Clerk) was given effect to w.e.f. 24.12.1962.

5. That while the plaintiff was promoted from the post of Store Delivery Clerk, Grade Rs.130-280 (A.S.) to the post of Clerk Grade II (Senior Clerk) Grade Rs.130-300 (A.S.) in pursuance of Order No. E/395 dated 31.12.1962 referred to in the preceding paragraph, his fixation of pay ought to have been made in accordance with the provisions of para 2018-B (F.R. 22.C) of the Indian Railway Establishment Code Volume II by notionally fixing his pay at the lower post by granting one increment in the pay scale of that post and then fixing his pay on the higher post at the stage next above the pay notionally so fixed.

6. That the provisions of para 2018-B of the Indian Railway Establishment Code Vol. II were not applied while fixing the pay of the plaintiff at the time when he was promoted from the post of Store Delivery Clerk to the post of Clerk Grade II (Senior Clerk) though the said para 2018-B was applied in fixing the pay on promotion of several other employees similarly placed and circumstanced, one of such being Sri H.S. Khare.

7. That the plaintiff at the time of his promotion to the post of Clerk Grade II, was getting the basic pay

of Rs.155/- on the post of Store Delivery Clerk. According to para 2018-B referred to above, his notional pay on the post of Store Delivery Clerk should have been Rs.155 + 5 = 160 and on promotion to the post of Clerk Grade II his pay should have been fixed at the stage of Rs.168/- per month. The defendants fixed pay on promotion only Rs.155 + 5 = 160/- per month and did not extend the benefit provided under para 2018-B of the Indian Railway Establishment Code Vol. II.

8. That the plaintiff on 1.9.76 was promoted to the post of Ward Keeper in the scale of Rs.425-600 and on 8.5.1979 to the post of Assistant Store Keeper in the scale of Rs.425-700. He has further been promoted to the post of Depot. Store Keeper II in scale of Rs.550-750 w.e.f. 1.4.1982.

9. That due to the mistake committed in fixing the pay on promotion to the post of Clerk Grade II (Senior Clerk) as stated in para 6 and 7 above, the pay of the plaintiff on promotion to the post of Ward Keeper and Assistant Store Keeper too was fixed at a lower stage affecting the plaintiff adversely.

10. That the plaintiff on 25.4.79 represented the matter to the Deputy Controller of Stores, Northern Railway, Alambagh, Lucknow requesting him to fix his pay by giving him benefit of para 2018-B of Indian Railway Establishment Code Vol. II as the same has been given to similar other employees, specifically to Sri H.S. Khare. Similar representations regarding fixation of pay were given to the defendant No. 2 on 12.6.1980, 9.9.1980 and 10.9.1981,

11. That vide letter dated 15.10.1980 and 3.11.01 the Deputy Controller of Stores, Northern Railway,

Admission

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Alambagh, Lucknow intimated the plaintiff that his matter regarding the fixation of pay will be decided soon after receiving orders from General Manager (P) Northern Railway New Delhi to whom the matter was referred.

12. That the Deputy Controller of Stores, Northern Railway, Alambagh, Lucknow vide letter No. 260-E dated 11.4.81 addressed to S.A.O. (W), Northern Railway, Alambagh, Lucknow practically admitted the Claim of the plaintiff regarding his fixation of pay by giving him benefit of para 2018-B of the Indian Railway Establishment Code Vol. II.

13. That inspite of all that the plaintiff's case regarding fixation of pay has not yet been finally decided by the authorities described above and the plaintiff is suffering concurrent pecuniary loss due to

aforesaid reasons. The plaintiff through his counsel B. R. C. Saxena, Advocate, sent orders of S.O. CPC to the defendants through registered post on 3.3.1982 stating therein all the requisite facts but the same remained uncompleted and unreflected through more than two months back.

7. James S. no. 14. delivery.

That Sri H.S. Khare who was initially appointed as Junior Clerk on 15.7.1949, promoted to the post of Store Delivery Clerk on 18.8.1961, on the post of Senior Clerk on 18.1.63, on the post of Ward Keeper on 15.12.77 and lastly on the post of Assistant Store Keeper on 8.5.79 is getting more pay than the plaintiff though he is junior in service to the plaintiff and was promoted to the post of Store Delivery Clerk, Senior Clerk, and Ward Keeper much after the promotion of the plaintiff. The reason for such anomaly in the pay of the plaintiff and Sri H.S. Khare is that the defendants extended the benefit of para 2018-B of the Indian Railway Establishment Code Vol. II to Sri H.S. Khare when he was promoted to the post of Senior Clerk while denied the same to the plaintiff without any just and valid reason.

*Amended
order dated 29/1/85
2/10/85*

Amended

15. That the cause of action initially accrued to the plaintiff on 24.12.1962 when he was promoted from the post of Store Delivery Clerk to the post of Clerk ^{by Deputy Controller of Stores, Northern Railway, Alambagh, Lucknow} Grade II and his pay was wrongly fixed, and subsequently on each day upto this date when his pay at the lessor rate is being paid to him and subsequently on 25.4.78, 12.6.80, 9.9.80 and on 10.9.81 when the plaintiff made representations to the defendants described above and the matter remained undecided within the jurisdiction of this Hon'ble Court at Lucknow.

16. That the valuation of the suit for the purposes of jurisdiction and court fees is Rs.1000/- on which a fixed court fees of Rs.22.50 is being paid herewith.

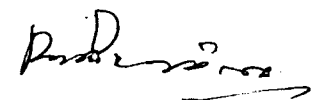
17. That the plaintiff seeks the following reliefs:-

(a) That a mandatory injunction directing the defendants to fix the plaintiff's pay by extending the benefit of para 2018-B of the Indian Railway Establishment Code Vol. II on the post of Clerk Grade II w.e.f. 24.12.1962 and as a consequence thereof re-fix the pay on the post of Ward Keeper and Assistant Store Keeper w.e.f. 1.9.1976 and 8.5.1979 respectively and pay the arrears thus accrued to him by fixing the salary.

(b) That the suit may be allowed with costs against the defendants.

Lucknow:

Dated: May 19, 1982.


Plaintiff.

(Contd. on page 6...)

Verification

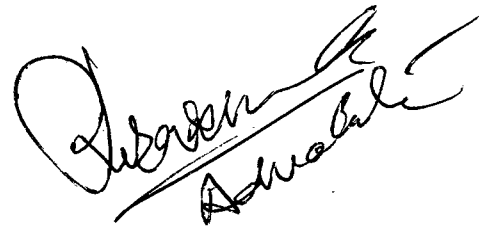
I, the plaintiff named above, do hereby verify that the contents of paras 1 to 14 of the suit are true to my own knowledge and those of paras 15 and 16 are believed by me to be true.

Signed and verified this 19 day of May, 1982, at in the Civil Court Compound, Lucknow.

Lucknow:

Dated: May 19, 1982.


Plaintiff.


Subash Chandra

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In the Court of VI Additional Munsif Lucknow

R.S.No. 262 of 1982

Bhagwati Prasad Misra

Plaintiff

Versus

Union of India and others

Defendants.

WRITTEN STATEMENT OF DEFENCE UNDER RULE 1 of ORDER VIII
C.P.C. on behalf of the defendant no.1- Union of India

Para 1: Not disputed.

Para 2: Not disputed.

Para 3: Not disputed.

Para 4: Not disputed.

Para 5: Not admitted. It is submitted that for the purpose of Rule 2017 (FR22) the scale of Rs. 130-280 & Rs. 130-300 were to be treated as carrying equal responsibilities. On 31.12.'62 the designation Store Delivery Clerk and clerk grade II were identical, with the only difference that the designation Store Delivery Clerk was treated as non-ministrial, while the designation Clerk Grade II was treated as ministrial. In short there was no promotion in the strict sense and did not attract the provisions of para 2018 (FR22) of the Indian Railway Establishment Code Volume II. It is denied that there was any case of notinally fixing the pay and then fixing the pay on the higher grade.

Para 6: Not admitted, in the way stated. It is submitted that ^{in 1972} the administration decided to grant proforma fixation of pay in accordance with provisions of para 2018(B)R-II (FR22C) with retrospective effect in the cases of such employees who had opted for the Clerical Grade II from the non-ministrial post

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of Store Delivery Clerk grade 130-280(AS). It is submitted that the plaintiff made a conditional offer to the administration which did not make him eligible to the aforesaid offer. While Shri H.S.Khare opted for offer unconditional and he became eligible for the offer and was given due increment under para 2018 (B)R-II(FR22C).

Para 7: That the contents of paragraph 7 are not admitted. It is submitted that the pay of the plaintiff was correctly fixed, as he was not entitled to fixation under para 2018 (B)-R-II(FR22C), as already explained in para 6 above.

Para 8: Not disputed.

Para 9: Denied. It is submitted that there was no mistake in fixing the pay of the plaintiff. The pay was correctly fixed when he ^{was} Ward Keeper and Assistant Store Keeper respectively.

Para 10: In reply to the contents of paragraph 10 of the plaint, it is submitted that the plaintiff was not eligible for the benefit as he did not submit unconditional option, as was submitted by Shri H.S. Khare. It is further submitted that in view of the submission of qualified option, representations submitted were of no avail.

Para 11: In reply, it is submitted that for correct appraisal of the allegation, the original letters referred to may be referred. It is further submitted that the representations made are always forwarded to higher authorities for their directions, and guidance. It is also submitted that the plaintiff cannot reap any profit out of the internal correspondence.

Para 12: In reply to the contents of paragraph 12 of the plaint, it is submitted that the plaintiff cannot

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as non-ministrial, while the designation Clerk Grade II

take any benefit out of the internal correspondance of the adminstration. Even otherwise, it cannot be treated as recommendation, but only the putting of existing situation and seeking clarification. No such letter of admission was issued to the plaintiff. It is still maintained that the plaintiff was not entitled to claim benefit of the para 2018(B)-R-II (ER22C) of the Indian Establishment Code Vol. II as ^{he} did not opt unconditionally to the offer made to him and others.

Para 13: In reply to the contents of paragraph 13 of the plaintiff, ^{it is submitted} that no further decision was required, as his pay was correctly fixed at every stage and there was ^{no} wrong fixation.

Para 14: The ~~allegation~~ made are incorrect and denied. Pay fixation in the matter of shri H.S.Khare is correct and there is no such case of denial of any benefit to the plaintiff. The plaintiff was given benefit as and where he was entitled to.

Para 15: Denied. No cause of action arose to the plaintiff to file the present suit. The jurisdiction of the Court to try the suit is not admitted.

Para 16: Not admitted. The suit is undervalued and court fee paid is insufficient.

Para 17: Denied. The plaintiff is not entitled to any relief claimed and the suit is liable to be dismissed with costs.

ADDITIONAL PLEAS

18. That on 31.12.'62 the designation Store Delivery Clerk and clerk Grade II were identical, with the only difference that the designation Store Delivery Clerk was treated

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take any benefit out of the internal correspondence of the administration. Even otherwise, it cannot be treated as recommendation, but only the putting of existing situation and seeking clarification. No such letter of admission was issued to the plaintiff. It is still maintained that the plaintiff was not entitled to claim benefit of the para 2018(B)-R-II (FR220) of the Indian Establishment Code Vol. II ^{he} as _L did not opt unconditionally to the offer made to him and others.

Para 13: In reply to the contents of paragraph 13 of the plaintiff, ^{it is submitted} that no further decision was required, as his pay was correctly fixed at every stage and there was ^{no} wrong fixation. _L

Para 14: The ~~allegation~~ made are incorrect and denied. Pay fixation in the matter of Shri H.S. Khare is correct and there is no such case of denial of any benefit to the plaintiff. The plaintiff was given benefit as and where he was entitled to.

Para 15: Denied. No cause of action arose to the plaintiff to file the present suit. The jurisdiction of the Court to try the suit is not admitted.

Para 16: Not admitted. The suit is undervalued and court fee paid is insufficient.

Para 17: Denied. The plaintiff is not entitled to any relief claimed and the suit is liable to be dismissed with costs.

ADDITIONAL PLEAS

18. That on 31.12.'62 the designation Store Delivery Clerk and clerk Grade II were identical, with the only difference that the designation Store Delivery Clerk was treated

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as non-ministrial , while the designation Clerk Grade II was treated as ministrial. Both the scales of s. 130-230 and s. 130-300 were to be treated as carrying equal responsibilities for the purpose of Rule 2017 (ER22).

19. That the pay of the plaintiff was fixed applying Rule 2017(ER22) to his case.

20. That Rule 2018 (B)R-II (ER220) was not at all applicable to the plaintiff, when his grade was fixed in the scale of s. 130-300(AS)

21. That in the year 1972, the administration decided to grant proforma fixation of pay with retrospective effect in accordance with para 2018(B) R-II(ER220) in the cases of such employees who had opted for the clerical grade II from the non-ministrial post of Store Delivery Clerk 130-230 (AS).

22. That instead of giving a clear option for the ministrial side and declaring that he will not be entitled and eligible for promotion to future vacancies in non-ministrial group, the plaintiff gave a conditionl option as is evidenced by his letter of option dated 15.4.'73.

23. That in view of the conditional exercise of the option, the plaintiff was not entitled to the benefit of para 2018 (B) R-II (ER220).

24. That Shri H.S.Khare became entitled to and was extended the benefit of para 2018 (B)-R-II (ER220), as he had submitted an unqualified acceptance of option vide his letter of option dated 20.4.'73.

25. That as such there was no discrimination between the plaintiff and Shri H.S. Khare , as alleged by the plaintiff.

26. That thus the pay in the case of the plaintiff was correctly fixed and there was no case for revision or re-fixation of his pay already fixed.

27. That the suit is barred by law of limitation.
28. That the relief claimed in the suit is in the nature of mandatory injunction and is thus a consequential relief. The consequential relief in such a case would be the amount which the plaintiff may be entitled to after calculation according to him.
29. That the plaintiff should have valued the suit for further relief and pay advalorem court fee on the same.
30. That the defendant no.2 and 3 being non-juristic persons, the suit is not maintainable against them and no relief can be granted against them.
31. That the suit is barred under the provisions of section 41(h) of the Specific Relief Act.
32. That the suit for mere injunction is not maintainable.
33. That the suit is statutory barred u/s 80 C.P.C. and *neither the plaint discloses such notice or its service thereof.*
34. That the suit filed by the plaintiff is liable to be dismissed with costs and special costs.

dated: 2.4.'85

Sils Ram
A.P.O. Sloria
For and on behalf of
Union of India.

VERIFICATION.

I, *Sils Ram* A.P.O. Sloria Alambagh Lucknow in the administration of Northern Railway do hereby verify that the contents of paras 1 to 14, 18 to 24, are based on information derived from record which is believed to be true and those of paras 15 to 17, 25 to 34 are based on advise from the counsel which is believed to be true. Signed and verified this 2nd. day of April '85 within court compound Lucknow.

Thrup
Sils Ram
24/4/85

05/2/63
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In the Court of VI Additional Munsif, Lucknow.

R.S.No. 262 of 82.

—

Bhagwati Prasad Misra

----Plaintiff.

Versus

Union of India and others

----Defendants.

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Replication on behalf of the plaintiff
against the written statement filed on
behalf of defendant no.1.

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1. That the contents of para 5 of the written statement are denied and in reply the contents of para 5 of the plaint are reaffirmed as correct. The plaintiff was promoted from the post of Store Delivery Clerk, Grade Rs 130-280 to the post of Clerk Grade II (Senior Clerk) Grade Rs 130-300 in pursuance to order No.E-395 dated 31.12.62, and this fact having been already admitted by the defendants in para 4 of the written statement cannot be disputed by them. For all purposes the plaintiff's case is covered by the provisions of para 2018-B (22-C) of the Indian Railway Establishment Code Volume I and his pay on promotion ought to have been fixed in accordance with the provisions of the said Rule. The assertions made in para 5 of the written statement contrary to para 5 of the plaint and para 1 of the replication are false and denied.

2. That with reference to the contents of para 6 of the written statement it is stated that the provisions of para 2018-B(F.R.22-C) are (mandatory and ought to have been applied in the case of the plaintiff) as the same was applied with reference to the case of Sri H.S.Khare and others.

So far as the question of option is concerned even if it was conditional at the most it could have been refused to be accepted and the plaintiff should not have been allowed to continue on the post of Clerk Grade II (Senior Clerk). But once the plaintiff was promoted to the said post, allowed to work continuously on it and was also ultimately confirmed against the said post vide order No.E66 dated 4.3.70 there remains no way to deny his fixation of pay as per provisions of para 2018-B (F.R.22-C) of the Indian Railway Establishment Code Volume II. The reason for not extending the benefits of para 2018-B(F.R.22-C) in the plaintiff's case given by the defendants is (wholly unsustainable in law) and is actually a dishonest device to deprive the plaintiff from the said benefits. The plaintiff should have also been treated at par with Sri H.S.Khare and he should have been given due increment from the due date alike him.

3. That the contents of para 7 of the W.S. are emphatically denied and those of para 7 of the plaint are reaffirmed as correct. His pay was not fixed correctly as stated in para 7 of the plaint as per provisions of para 2018-B (F.R.22-C)

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of the Indian Railway Establishment Code, Volume II, which were fully applicable in the case.

4. That the contents of para 9 of the written statement are wrong and denied and averments made in para 9 of the plaint are reaffirmed as correct. As the pay of the plaintiff was wrongly fixed while he was promoted to the post of clerk (Grade II -Senior Clerk) Scale Rs 130-300, the mistake continued and on subsequent promotions too his pay could not be fixed correctly.

5. That the contents of para 10 of the w.s. are denied in view of the submissions already made in para 2 above and in reply the contents of para 10 of the suit are reaffirmed as correct. The plaintiff was fully eligible for fixation of his pay as per provisions of para 2018-B(F.R.22-7) of the I.R.E.C. Volume II and his case being similar to that of Sri H.S.Khare, he could not have been discriminated for any reason whatsoever.

V. S. S.

6. That with reference to the contents of para 11 of the W.S. it is stated that the original letters dated 15.10.80 and 3.11.81 referred to in para 11 of the suit prove the case of the plaintiff. The allegation that the plaintiff cannot reap any profit out of internal correspondence is a vague statement of the defendants having no relevance in the present case.

7. That with reference to the contents of para 12 of the W.S. it is stated that the contention of the defendants that the plaintiff cannot take any benefit out of internal correspondence is a vague statement and has no relevance in the present case. It is further stated that the plaintiff is fully entitled and justified in proving his case by any letters which are neither privileged nor confidential. The letter dated 11.4.81, referred to in para 12 of the plaint proves the averments made by the plaintiff in the said para and the defendants are also bound in law to the extent of its contents in so far as it admits the claim of the plaintiff for fixation of his pay as per provisions of para 2018-B(F.R.22-C) of the I.R.E.C. Volume II.) The other contentions raised on behalf of the defendants are wholly misconceived and being contrary to law are denied.

8. That the contents of paras 13 and 14 of the W.S. are denied and those of paras 15 and 14 of the plaint are reaffirmed as correct. The plaintiff's pay was wrongly fixed while he was promoted to the post of Clerk Grade II (Senior Clerk) and also when he was further promoted to the higher posts. The provisions of para 2018-B(F.R.22-C) are fully applicable in plaintiff's case. The pay of the plaintiff cannot be fixed at a lower stage and lesser in any case from the pay of a person who is junior in service i.e. Sri M.S.Khare. The defendants were duty bound to decide the representations of the plaintiff and it is quite wrong to say that no decision was required to be taken.)

9. That the contents of para 15 of the W.S. are denied and those of para 15 of the plaint are reaffirmed as correct.

10. That the contents of para 16 of the W.S. are vague and denied and those of para 16 of the plaint are reaffirmed as correct. The suit is neither under valued nor the court-fees paid is insufficient.

11. That the contents of para 17 of the W.S. are denied and it is stated that the ~~plaint~~ plaint is liable to be allowed and the plaintiff is entitled for the relief claimed in the plaint.

12. That the contents of para 18 of the W.S. are wrong and denied and in reply it is stated that the post of Clerk Grade II (Senior Clerk) was a promotional post and on promotion to the said post the provisions of Para 2018-B (F.R. 22-C) were fully applicable as the same were applied in the case of Sri H.S. Khandare and other employees. The defendants hence themselves admitted in para 4 of their W.S. the fact of promotion of the plaintiff to the post of Clerk Grade II (Senior Clerk) scale Rs 150-300 and now they cannot be allowed to maintain that the plaintiff will not be entitled for fixation of his pay in accordance with the provisions of para 2018-B of the I.R.E.C. Volume II, The word "Promotion" has been defined in para 209 of Chapter II of the Indian Railway Establishment Manual, i.e. Rules governing the promotion of the

15. That with reference to the contents of paras 22 and 23 of the w.s. it is stated that the contents of para 2 of the replication may be perused in this regard. However, it is further stated that even on a conditional option when the defendants permitted the plaintiff to continue to work on the promoted post and ultimately confirmed him also vide order No. 266 dated 4.5.70 against the said post he will be (entitled for fixation of his pay as per para 2018 of the I.R.E.C. Volume II.)

16. That with reference to the contents of paras 24 and 25 of the w.s. it is stated that the reason for discrimination given by the defendants to the plaintiff with Sri H.S.Knare is wholly unsustainable and wrong. At the most the defendants could have reverted the plaintiff from the post of clerk Grade II (Senior Clerk) to the post of Store Delivery Clerk from which he was promoted but having been not done so they cannot deprive the plaintiff from the benefit of para 2018-B which was made applicable with reference to Sri H.S.Knare. The defendants have practised (discrimination and fixed the pay of the plaintiff illegally in an arbitrary manner according to the provisions of para 2017(F.R.22) which were not applicable.)

17. That the contents of para 26 of the w.s. are denied and it is stated that the pay of the

plaintiff is required to be reafixed in view of para 2018-B(F.R.24-C) of the I.R.E.C.volume II.

18. That the contents of para 27 of the W.S. are denied, specifically when the defendants have not disputed the facts that the plaintiff preferred various representations, they were duly recommended and forwarded and even the claim of the plaintiff was admitted and was never rejected or refused by the defendants.

19. That the contents of para 28 of the W.S. are denied and it is stated that the relief claimed can be granted.

20. That the contents of para 29 of the W.S. are denied and it is re-affirmed that the valuation and court-fees paid are correct.

h 2 m
21. That the contents of para 30 of the W.S. are misconceived and wrong and are denied. The relief against them can be granted.

22. That the contents of para 31 of the W.S. are denied and there is no bar u/s 41 of the Specific Relief Act.

23. That the contents of para 32 of the W.S. are denied and the plaint is maintainable.

24. That the contents of paras 33 and 34 of the

W.S. are wrong and denied and it is maintained
that the plaint is liable to be allowed with costs
against the defendants

Lucknow, dated,
8.5.85

[Signature]
Plaintiff.

Verification.

I, the plaintiff named above do hereby
verify that the contents of paras 1 to 24,
except bracketed portions in para 6, 17, 8, 13, 15, 16
are true to my own knowledge.

Signed and verified this the 8th day
of May, 1985, in Civil Court's compound,
Lucknow.

[Signature]
Plaintiff.

I identify the plaintiff, who
has signed in my presence.

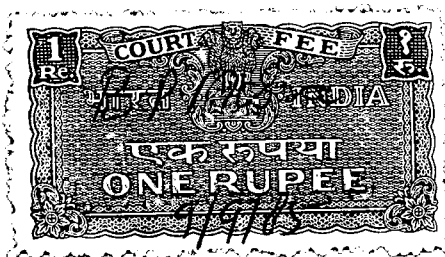
[Signature]
(R.C. Saxena)
Advocate.

A30
1

In the Court of Additional Magistrate VI, Lucknow.

Reg. Suit No. 262 of 1982

Fixed for 17.9.85 for issues.



Bhagwati Prasad Misra, aged about 62 years, S/o
Sri Bans Gopal Misra, R/o 558/17, Sunder Nagar,
Alambagh, Lucknow.

... Plaintiff (Applicant).

Versus

Union of India through General Manager, N.Rly.,
Baroda House, New Delhi & Others.

... Defendants (Opp. Parties)

Application U/s 6 Rule 17 C.P.C. for
Amendment of plaint.

The plaintiff/applicant above named most
respectfully begs to state as under:-

1. That the counsel for the plaintiff while preparing the case for issues noticed that an averment regarding service of Notice U/s 80 C.P.C. has been inadvertently left to be incorporated in the plaint.
2. That the plaintiff alongwith the plaint has filed the copy of notice sent to the defendants U/s 80 C.P.C., postal receipts dated 3.3.82 and Acknowledgement receipts showing the date of service of the said notices.
3. That the omission to state the fact regarding service of notices U/s 80 C.P.C. in plaint is due to

In the Court of Add. Magistrate VI Lucknow
Reg. Suit No. 262 of 1982
Bhagwati Prasad Misra vs Union of India

Prasad

inadvertant mistake and is liable to be cured by
amendme nt.

4. That the proposed amendment is necessary for
the purpose of determining the real questions in
controversy.

5. That the plaintiff proposes the below noted
amendment in plaint:-

(I) That in para 13 of plaint below noted be
added after the word 'reasons':-

"The plaintiff through his counsel Sri R.C.
Saxena, Advocate, sent notices U/s 80 C.P.C. to
the defendants through registered post on 3.3.82
stating therein all the requisite facts but the
same remained uncomplied and unreplied though more
than two months have passed since their delivery."

WHEREFORE, it is most respectfully prayed that
the Court may graciously be pleased to allow the
aforesaid amendment in plaint.

Lucknow:

Dated: September 8, 1985.

P. Saxena
Plaintiff/Applicant.

P. Saxena Advocate
Counsel for the Plaintiff.

Verification

I the above named plaintiff do hereby verify
that the contents of paras 1 to 5 including the contents
of proposed amendment are true to my own knowledge.

Signed and verified this 8th day of September,
1985 at the residence of my counsel at Lucknow.

Lucknow:

Dated: September 8, 1985.

P. Saxena
Plaintiff/Applicant.

In the Court of Hon. Mr. Justice V. K. Rajwade
Reg. No. 262 of 1982
Bhagwati Prasad Mehta vs. Union of India

In the Court of the Hon. Mr. Justice
Luo.

A3
↑

R.S.O. 262/82

Shaywato P.M.M. ——— Plain App

Union of India vs ——— Defdt

16.8.82
17.8.82

Date of Instt = 15/8/82

Nature of Instt: Mandating Instt.

Valuation = Rs 100/-

C-7 paid = Rs 22.50

Caus. set for the plain App = Mr R.C. Saxena
Adv

33337
↓

93
20

" " " Defdt =

Plaint with counterclaim reply
is being put up for orders

Order

Admitted. Res. The Case is
transferred to the Court of J. 1st
Sd. Mr Luo.

↓

Mr Haralo
Luo

19-2-23

काह पादात्तर काल सुखतुल्य इत्यादि
जाह दिनांक बेहरी पर घोडा लो।

५. ३० ५.

22-2-83

- मुलाकात कराई जाई। क्विड उपरिष्ठत घुंही /
बाद F.O. हेतु दिनांक 2-3-83 को पेश हो।

स. अ. मु.

2-3-23

मुन्नार कडाड गड / कडाड डपारिय न रही

बुद्ध भवन कोयला ई. दिनांक 23-4-83

कौपीन हा

२५. ३. ५१

23.4.17

अतः प्रत्येक सुख-दुःख-वृत्ति

१. १. १. complete steps of the
 २. १. १. complete steps of the
 ३. १. १. complete steps of the

2-4-1951

१५५ दिनांक २५.५.७३
 १५५ दिनांक २७.५.७३ १५५ दिनांक २७.५.७३
 १५५ दिनांक २७.५.७३

24-5-a3

No objection filed. Put up on
the date fixed. (4) ✓

VII Aabl. m8.

27.5.13

[illegible]

R.D.No. 262/82

A 3/3

17.9.13

प्रतिवादी गणना पर निहित अर्द्ध
वर्ष के लिए जीपी (मिडिल) लिफ्ट के
बाद दिनांक 22.10.13 को निवासी
पर माफ दिंड देना छोड़

18

2

22.10.13

मुद्रांक माफ मिला
वर्ष बी. को. के अर्द्ध उपस्थिति
नीची प्रतिवादी को. एवं 2 को मिला
गणना (मिडिल) का Acknowledgment
पत्रावली पर है निम्न व्यवस्थागत
से ~~अर्द्ध~~ शान हीन है कि प्रतिवादी
को. एवं 2 को हानि आ. ह. के उद्देश्य
प्रतिवादी को. 3 को को. के पं-9
हानि प्रत्यक्ष पत्रावली

पं-9 फी. म. दि. न.

मामा | वाच दिनांक 26.11.13 को
बाद माफ एव को. दिंड देना छोड़

P.S. M. M. M.
22.10.83

18

26.11.13

But from now
responding for the defendant.
Today lawyers are on strike.
On 13-12-13 for the advise

18

18

18

13-12-13

मुद्रांक को. को. के अर्द्ध माफ बाकी
बाद माफ को. को. के अर्द्ध माफ बाकी
माफ देना माफ को. के अर्द्ध माफ बाकी
दिनांक 12-1-14 को मा. 19 को. के अर्द्ध माफ बाकी
बाकी माफ को. के अर्द्ध माफ बाकी

स. को. को.

Q. 8, no. 262/82

A 3 1/4

27.4.14

Case called out
None put for the parties
C-14 in an application
upon R7 LRe

Put upon 17.5.14
for objection & disposal

17.5.14

Case called out
Counsel for the
parties put.
Hear on C-14.

C-14 allowed in
payment of cost R101:
Ex parte order dated 5.4.14
is set aside. Dated 19.5.14
to be W.S. & issue

note for 19/7

18/7/87

19.7.014

Case called out.
Rett is absent. Counsel
for defendant in front of
court adj. None in
front so appear

A-15 allowed in
out 30.8.14 for W.S. &
issues

19/7/87

26/1/81

श्री १०० वीं दफा २ इतिहास (१९८० ई०)

क्रमांक या दिनांक	जिसे जमाना या जमाना के प्रमाण के लिए	जिसे उस प्रार्थना- पत्र प्रपत्र या पत्र पर मूल प्रार्थना पत्रा पत्रा	प्रार्थना के प्रतिपालन के लिये यथे प्रतिवेदन की संख्या तथा दिनांक का निर्देश
2	3	4	5
	<p>Several opportunities have been given to the defendant to file his defence. It appears that defendant is interested in delay of the case. However in the interest of justice one more opportunity is being given to the defendant to file his defence. If defendant fails to file his defence, the case will proceed under Order 21 of the C.P.C.</p> <p>Above the 1st of the observations application is allowed on 10/12/80 4 am - 10/12/80 20.12.80 to 15/1/81</p> <p>20-12-80</p> <p>Care calling of Name is responded to</p>		

10-11-80
application to
by defendant Name
to oppose

8/3/6

आदेश का
दिनांक

आदेश अग्य शनि न्यायाधीश के संक्षिप्त
हस्ताक्षर सहित

निर्देश उस प्रार्थना-
पत्र अथवा पत्र का
जिस पर मूल आदेश
लिखा गया हो

आदेश के प्रतिपालन
में किये गये प्रतिवेदन
की सं० तथा विनांक
का निर्देश

पु. अ. 262/12

मानव अधिकारों की रक्षा के लिए

30.1.15

प्रतिवादी को अति बड़ा उपहास
की एवं यह रहा कि एक ठोकर
कंप्यूटर पर. 30.1.15 को
दे दिया जाय

महोदय को 5 नवंबर
को जमाना दिया जाता है कि यदि
प्रतिवादी आदेश में
की 30.1.15 को वाद में
आदेश की निपटारी करे. के अन्तर्गत
निर्दिष्ट हुआ जायगा एवं वाद
अनुवृत्ति में ठोकरों के अन्तर्गत
वाद में अन्तर्गत में 30.1.15
निर्दिष्ट

आदेश दिनांक 11.2.15
को वाद में 30.1.15

Order transferred to the court
of the Adalat Munsif under
D.O. No. 30.1.15 dated on
admission to other before the
Adalat Munsif -

AM

11.2.15

Case received by transfer from the
Court of Adalat Munsif under
order

Regular, case called out. Plaintiff
presents papers - None responded for default

30.1.15 Affidavit filed by plff. Keep on record.
Issue court order to the default and.

प्रतिवादी को
अति बड़ा उपहास
की एवं यह रहा कि
एक ठोकर कंप्यूटर पर.
30.1.15 को दे दिया जाय

प्रपत्र संख्या--2
आदेश-पत्र
(अध्याय 5, नियम 143)

In the Court of Additional Judge

Bhargava P. M. & Co

सं-19
C.O. 1

₹0

प्रारम्भिक वाद

संख्या

भासला

बनाम

भाव

आदेश का दिनांक	आदेश, अध्यासीन न्यायाधीश के संक्षिप्त हस्ताक्षर सहित	निर्देश उस प्रार्थना-पत्र अथवा पत्र का जिस पर मूल आदेश लिखा गया	आदेश के प्रतिपालन में किये गये प्रतिवेदन की संख्या तथा दिनांक का निर्देश
2	3	4	5
17.9.85	<p>Plt put up today, but is restored to the file of 26.7.85. Record in Misc Case no 17 C.O. 1/85</p> <p>Register to the original number. Fix 9.8.85 for objection and disposal of application A 29 filed by Plaintiff u/o B. S. 17 C.P.C.</p> <p>Adm. M. J. VI</p>		<p>Drop 20th</p> <p>9</p> <p>10</p> <p>9W</p>
9.10.85	<p>Case called out. Present Sh. R. C. Saxena, counsel for plaintiff and Sh. Arjun Bhargava, counsel for defendant.</p> <p>A-30 - This is an application u/o 6 rule 17 C.P.C, moved by the plaintiff regarding certain amendment in the plaint which has been inadvertently left out.</p>		

The main objection of

12th Court of Appeal. 10/11/1902
R. 5m, 262 of 1902

Paraghi Pansel. 11/11/1902. C.O. 1.

A 34

2	3	4	5
6/11/85	Present:- Counsel for Kates No time left. Add. Fix 21.12.05 for F.O.		
21/12/85	Present:- Counsel for Kates No time left. Add. Fix 30.1.06 for F.O.		F.O. 30 1 2
30/1/86	Court could not function due to boycott of lawyers. Add. Fix 6.3.06 for F.O.		
6/3/86	Present:- Kates in person and Counsel for Defendant. Add. Fix 19.4.06 for R.O.		6/3/86 19 4 9

Add. 10/11/1902

वादी प्रतिवादो द्वारा पेश किये गये दस्तावेजों की सूची

आदेश १२, नियम ९

न्यायालय *Mumukshu Bhawan* स्थान *Delhi*

जिला *Delhi*

वाक सं. *15-110-* सन १९८२ ई०

Bhagwati Prasad वादी

Union of India and others प्रतिवादी

B.P. M. 1584 वादी/प्रतिवादी की ओर से वाद-पत्र के साथ पेश किये गये दस्तावेजों की सूची

प्रथम सुनवाई के समय

इस सूची को *B.P. M. 1584* ने आज सन १९८२ ई० के *5* के *17* दिवस को पेश किया।

१	२	३	४
क्र० सं०	दस्तावेज का अभिवर्णन और उसकी तारीख यदि कोई हो।	कागज क्या हुआ	टिप्पणी
		यदि ना पत्रादि हुआ तो पत्रादि को लौटाये जाने की तारीख और पत्रकार या इसमें अभिवक्ता के हस्ताक्षरों का कागज लौटाया	यदि वाद के विनिश्चय के पश्चात कागज अभिलेख में रह जाय और अध्याय ३ नियम २४ के अधीन लिफाफा में बन्द किया गया तो लिफाफा में बन्द करने की तारीख
1-	copy of notice u/s 80 CPC dated 3-3-82		
2-	Registration Receipt No 1460, 1459, 1458.		
3-	Acknowledgement Receipts		
4-	Officer order NO E/395 dated 31-12-62 appointing the Plaintiff a clerk Grade II		
5-	Representation dated 25-4-79		
6-	Representation dated 12-6-80 alongwith Registration receipt No 407 dt 12-6-80		
7-	Representation dt 9-9-80 alongwith Registration receipt No-0988 dated 10-9-80.		
8-	Representation dt 10-9-81		
9-	Order No 360 E/1 dated 15-10-80		
10-	Order No 316 E dated 3-11-81		
11-	copy of letter No 360 E dated 11-4-81		

न्यायालय का नाम—
वाद संख्या—
पत्रकारों का नाम—

सूची पेश करने वाले पत्रकार या अभिवक्ता के हस्ताक्षर

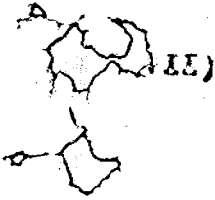
Account for

[illegible]

11. The above mentioned provisions at the time of his promotion to the post of Vice State AG, was Rs. 1,000/- per month. In the post of Joint Secretary, according to para 20(2) of the above, his national pay at the rate of Rs. 1,000/- per month would have been Rs. 1,000/- + 10% = Rs. 1,100/- per month. In the post of Joint Secretary, his pay should have been Rs. 1,100/- + 10% = Rs. 1,210/- per month. The national pay at the rate of Rs. 1,000/- per month and the 10% benefit provided under the Indian Civil Service (Pay) Regulations, 1955, would have been Rs. 1,100/- per month.

Respekt
Schwabe

D 7/4
S



That the prospective plaintiff on 1.9.76 was promoted to the post of Ward Keeper in the scale of L.425-600 and on 8.5.1979 to the post of Assistant Store Keeper in the scale of L.425-700.

VIII) That due to the mistake committed in fixing the pay on promotion to the post of Clerk Grade II (Senior Clerk) as stated in para V and VI above, the pay of the prospective plaintiff on promotion to the post of Ward Keeper and Assistant Store Keeper too was fixed at a lower stage affecting the prospective plaintiff adversely.

IX) That the prospective plaintiff on 23.4.79 represented the matter to the Deputy Controller of Stores, Northern Railway, Alambagh, Lucknow requesting him to fix his pay by giving him benefit of para 2010-B of Indian Railway Establishment Code Volume II as the same has been given to similar other employees, specifically to Sri M.S. Shere. Similar representations regarding fixation of pay were given to the authorities described above on 12.6.1980, 9.9.1980 and 10.9.1981.

X) That vide letter dated 15.10.1980 and 3.11.1981 the Deputy Controller of Stores, Northern Railway Alambagh, Lucknow intimated the prospective plaintiff that his matter regarding the fixation of pay will be decided soon after receiving orders from General Manager (P) Northern Railway, New Delhi to whom the matter was referred.

XI) That the Deputy Controller of Stores, Northern Railway, Alambagh, Lucknow vide letter No.260 S dated 12.4.81 addressed to S.A.O. (), Northern Railway, Alambagh, Lucknow practically admitted the claim of the prospective plaintiff regarding his fixation of pay by giving him benefit of para 2010-B of the Indian Railway Establishment Code Volume II.

XII) That in spite of all that the prospective plaintiff's case regarding fixation of pay has not yet been finally decided by the authorities described above and the prospective plaintiff is suffering concurrent pecuniary loss due to aforesaid reasons.

XIII) That Sri M.S. Shere who was initially appointed as Junior Clerk on 15.7.1949, promoted to the post of Store Delivery Clerk on 10.8.1961, on the post of Senior Clerk on 10.1.63, on the post of Ward Keeper on 15.12.77 and lastly on the post of Assistant Store Keeper on 8.5.1979 is getting more pay than the prospective plaintiff though he is junior in service to the prospective plaintiff and was promoted to the post of Store Delivery Clerk, Senior Clerk, and Ward Keeper -

*Disputed
Admitted*

8/5 A 7/14

Such after the promotion of the prospective plaintiff. The reason for such anomaly in the pay of the prospective plaintiff and Sri M. S. S. is that the authorities extended the benefit of para 2010 B of the Indian Railway Establishment Code Volume II to Sri M. S. S. when he was promoted to the post of Senior Clerk while denied the same to the prospective plaintiff without any just and valid reason.

ΔIV)

That the cause of action initially accrued to the prospective plaintiff on 24.12.1962 when he was promoted from the post of Store Delivery Clerk to the post of Clerk Grade II and his pay was wrongly fixed and subsequently on each day upto this date when his pay at the lesser rate is being paid to him and subsequently on 23.4.77, 12.6.80, 9.9.80 and on 10.9.81 when the prospective plaintiff made representations to the authorities described above and the matter remained undecided with in the jurisdiction of this Court at Lucknow.

4. That the prospective plaintiff proposes to -
claim the following reliefs :-

(a) Mandatory injunction directing the authorities described above, to fix the prospective plaintiff's pay by extending the benefit of para 2010-B of the Indian Railway Establishment Code Volume II on the post of Clerk Grade II w.e.f. 24.12.1962 and as a consequence thereof to fix the pay on the post of Ward Keeper and Assistant Store Keeper w.e.f. 1.9.1976 and 0.5.1979 respectively and pay the arrears thus accrued to him by fixing the salary.

(b) Any other relief which may be incidental or consequential to the aforesaid reliefs.

Yours faithfully,

[Signature]
Advocate
3/3/82

For and on behalf of
Sri M. S. S.

For and on behalf of Sri Shagun-
Prasad Mishra.....

In the Court of Munsif Hawali, District
R.S. No. of 1982

27
7
1

Pargwati Prasad Mishra - - - Plaintiff
vs.
Union of India and others - - Defendants

Copy of notice v/s 80 etc
dated 3.3.82

Rajendra
Adhikari

5/11

Bhagwati Prasad Misra - - - - - Plaintiff
vs.
Union of India and others - - - - - Defendants

Registration Receipt NO 1460, 1459 and 1458

R. P.-15 (a) 7/16
1460 Stamps affixed except in case of unassu- Rs. 3.40
ed letters of not more than the initial Date-
weight prescribed in the Post and Telegraph
Guide on which no acknowledgment is due.
Received a V. P. registered*
Addressed to G. M. N. R. L. 1982
Write here "letter", "parcel" or "railway receipt"
Signature of Receiving Officer with the word "insured" before it when necessary
To be filled in only when the article is to be insured; other-
wise to be crossed out by means of two diagonal lines
Insured for Rs. (in figures)..... (in words).....
weight rates
[insurance] fee Rs. P. (in words) grams

R. P.-15 (a) 7/16
1459 Stamps affixed except in case of unassu- Rs. 3.40
ed letters of not more than the initial Date-
weight prescribed in the Post and Telegraph
Guide on which no acknowledgment is due.
Received a V. P. registered*
Addressed to G. M. N. R. L. 1982
Write here "letter", "parcel" or "railway receipt"
Signature of Receiving Officer with the word "insured" before it when necessary
To be filled in only when the article is to be insured; other-
wise to be crossed out by means of two diagonal lines
Insured for Rs. (in figures)..... (in words).....
weight rates
[insurance] fee Rs. P. (in words) grams

R. P.-15 (a) 7/16
1458 Stamps affixed except in case of unassu- Rs. 3.40
ed letters of not more than the initial Date-
weight prescribed in the Post and Telegraph
Guide on which no acknowledgment is due.
Received a V. P. registered*
Addressed to G. M. N. R. L. 1982
Write here "letter", "parcel" or "railway receipt"
Signature of Receiving Officer with the word "insured" before it when necessary
To be filled in only when the article is to be insured; other-
wise to be crossed out by means of two diagonal lines
Insured for Rs. (in figures)..... (in words).....
weight rates
[insurance] fee Rs. P. (in words) grams

Dee...
Ach...

In the Court of Munsif Hawali Muzam, R.S. NO. 1982

8/54
Bhagwati Prasad Mishra — Plaintiff
VS.
Union of India & others — Defendants.

Acknowledgement Receipts

भारत स्वीकृति (रसीद) ACKNOWLEDGMENT 7/9
*एक रजिस्ट्री पत्र/पोस्टकार्ड/पैकेट/पार्सल प्राप्त हुआ { क्रमांक
बीमा No.
*Received Registered Insured Letter/Postcard/Packet/Parcel
पाने वाले का नाम The General Manager
Addressed to (name) Northern Railways,
बंबे का मुख्य (अपनों में) Barode House, New Delhi
Insured for Rupees
वितरण की तारीख 17/11/1982
Date of delivery पाने वाले के हस्ताक्षर/Signature of addressee
अनावश्यक को काट दिया जाए *Score out the matter not required.
विशेष बीमा प्रमाणों के लिए 1For insured articles only.

भारत स्वीकृति (रसीद) ACKNOWLEDGMENT 12/10
*एक रजिस्ट्री पत्र/पोस्टकार्ड/पैकेट/पार्सल प्राप्त हुआ { क्रमांक
बीमा No.
*Received Registered Insured Letter/Postcard/Packet/Parcel
पाने वाले का नाम General Manager (P.)
Addressed to (name) Northern Railways,
बंबे का मुख्य (अपनों में) Barode House, New Delhi
Insured for Rupees
वितरण की तारीख 17/11/1982
Date of delivery पाने वाले के हस्ताक्षर/Signature of addressee
अनावश्यक को काट दिया जाए *Score out the matter not required.
विशेष बीमा प्रमाणों के लिए 1For insured articles only.

भारत स्वीकृति (रसीद) ACKNOWLEDGMENT 7/11
*एक रजिस्ट्री पत्र/पोस्टकार्ड/पैकेट/पार्सल प्राप्त हुआ { क्रमांक
बीमा No.
*Received Registered Insured Letter/Postcard/Packet/Parcel
पाने वाले का नाम Deputy Controller of Stores
Addressed to (name) Northern Railways,
बंबे का मुख्य (अपनों में) Alambagh, Lucknow.
Insured for Rupees
वितरण की तारीख 197
Date of delivery पाने वाले के हस्ताक्षर/Signature of addressee
अनावश्यक को काट दिया जाए *Score out the matter not required.
विशेष बीमा प्रमाणों के लिए 1For insured articles only.


Prasad
Hawali

Office order No. E/395

Dated 31.12.1932. 17/13

The following arrangements are ordered w.e.f. 24.12.1932

- 1). A.M. Mukerjee and A.B.Lal offg. Clerk Gr.II TPP/AMV. are transferred to C.B. depot and posted there against upgraded posts of Gr.II.
- 2). Sri Bhagwati pd. Misra offg. S.D.Clerk is appointed to officiate as Clerk Gr.II on pay Rs. 155/- + 5/- (O.P) p.m. in scale Rs.130-300 and posted in CRS against an upgraded post of Clerk Gr.II.
- 3). Sri Mira Singh offg. SDClerk is appointed to officiate as Clerk Gr.II on pay Rs. 130/- + 4/- (OP) p.m. in scale Rs. 130-300 and posted in RBS against an upgraded post of Clerk Gr.II of CRS.
- 4). Sri D.D. Gurnani, offg. S.D.Clerk is appointed to officiate as Clerk Gr.II on pay Rs. 155/- + 5/- (OP) p.m. in scale Rs.130-300 and posted in Led/TC Sec. against an upgraded post of Clerk Gr.II.
- 5). Sri S.K. Chatterjee, offg. S.D.Clerk is appointed to officiate as Clerk Gr.II on pay Rs. 153/- + 9/- (OP) p.m. in scale Rs. 130-300 and posted in TPP/AMV. vice Sri A.M. Mukerjee.
- 6). Sri B.S.Tomar offg. S.D.Clerk is appointed to officiate as Clerk Gr.II on pay Rs. 155/- + 5/- (OP) p.m. in scale Rs. 130-300 and posted in TPP/AMV. vice Sri A.B.Lall.
- 7). Sri M.P.Misra Clerk Gr.III GD Sec. is appointed to officiate as S.D.Clerk on pay Rs. 147/- + 13/- p.m. in scale Rs. 130-280 and retained in G.D.Section vice No.(2).
- 8). Sri Mahattam Rai, Clerk Gr.III is appointed to officiate as S.D. Clerk on pay Rs. 155/- + 5/- (OP) p.m. in scale Rs. 130-280 and posted in G.D.Section vice No.(3) above.
- 9). Sri N.C.Mukerjee, Clerk Gr.III C.B. depot is transferred to AMV.depo and appointed to officiate as S.D.Clerk on pay Rs.155/- + 5/- (OP) p.m. in scale Rs.130-280 and posted in G.D.Sec vice No.(4) above.
- 10). Sri B.Haldar Clerk Gr.III Chasing Sect on is transferred to AMV. depot and appointed to officiate as S.D.Clerk on pay Rs.147/- + 3/- (O.P) p.m. in scale Rs. 130-280. He is posted in G.D.Sec.vice No.(5) above.
- 11). Sri Pearey Singh Clerk Gr.III CRS is appointed to officiate as S.D.Clerk on pay Rs. 143/- + 7/- (O.P) p.m. in scale Rs.130-280 and posted in G.D.Section vice No.(3) above.
- 12). Sri S.N. Verma, Clerk Gr.III Led. NC Sec. is posted in G.D. Section vice No.(7) above.


 DISTT. CONTROLLER OF STORES
 ALAMBAGH, LOCKNOW. 18/1/33

Copy to the following for information :-

- 1). WAO/AMV.
- 2). ACOS/CB.
- 3). Asstt. Foreman, TPP/AMV.
- 4). DSK/L.
- 5). ASK/CRS.
- 6). ASK/GD.
- 7). Hd. Clerk Chasing/CCC.
- 8). Bill Clerk,
- 9). AS(G).
- 10). Parties concerned.

vps/31

2391

In the Court of Munshi Shewali dewan.
S.S. No. of 1982

A 7/12
X/30

Bhagwati Prasad Misra - Plaintiff
VS.
Union of India & others - Defendants.

Office Order NO E/395 Dated 31.12.62
appointing the plaintiff as Clerk Grade I

Chandra
Shewali

In the Court of Munsif Hawali, Lucknow.
R.S. NO. of 1982

10/1

1. Bhagwati Prasad Misra — Plaintiff
vs.
Union of India & others. — Defendants

Representation dated 25.4.1979

Dr. S. C. Mishra
Advocate

To

The Dy. Controller of Stores,
N.Rly./Alambagh/Lucknow.

Sir,

Respectfully I beg to lay the following noted few lines for your consideration and favourable action.

1. That Shri Hari Shanker Khare has been promoted as a Ward Keeper and posted at Charbagh Depot on 15.12.77 and his pay was fixed @ Rs 580-00 Per month.
2. That I was promoted as a Ward Keeper on 1.9.76, posted at the Charbagh Depot and my pay was fixed @ 545-00 per month.
3. That at the time of the promotion of Shri Hari Shanker Khare i.e. on 15.12.77 he was fixed on Rs 580-00 P.M. where I was drawing Rs 560-00 P.M.
4. That the channel of promotion of Shri Hari Shanker Khare and my channel of promotion is same i.e. from Store Delivery Clerk to Grade I Clerk and from grade I Clerk to Ward Keeper.
5. That Shri Hari Shanker Khare and myself have opted from grade I clerk for non-ministerial side for further promotion.
6. That Shri Hari Shanker Khare is junior to me and he is drawing at present Rs 600-00 P.M. where as my pay is Rs 580-00.

In view of that facts ^{enumerated} ~~enumerated~~ above I request your honour to step up my pay on Rs 600-00 P.M. equal to the pay of Shri Hari Shanker Khare and pass orders for the payment of arrears of my pay from 15.12.77.. I shall be very much & thankful to your goodself for this act of kindness.

Yours faithfully,

B.P. Misra
(B.P. Misra)
Ward Keeper / Charbagh,
Lucknow

Dated 25-4-1979.

In the Court of Municipal Magistrate Lucknow.
R.S. No. of 1982

1/2

Bhagwati Prasad Misra ——— Plaintiff
VS.

Union of Indis & others. ——— Defendants.

Representation dated 12-6-80

along with Registration receipt
No 407 dated 12-6-80.

Debas
Admission

The Dy. Controller of Stores,
N.Rly., Alambagh, Lucknow.

Reg:- Stepin up my Pay equal to Shri Hari Shanker Khare,
DSK/III of Charbagh depot.

Ref:- My application dt. 25.4.79 followed by reminder on
19.5.79, 28.11.79 and 20.12.79.

.....

Sir,

Respectfully I beg to lay the following few lines for your
consideration and favourable action.

1. That I was promoted as Ward Keeper from grade I Clerk on
1.9.76 and posted at Charbagh depot and my pay was fixed Rs. 545/-
2. That Shri Hari Shanker Khare has been promoted as a Ward-
Keeper from Grade I Clerk and posted at Charbagh depot on 15.12.77
and his pay was fixed Rs. 580/- at that time I was drawing
Rs. 560/- (RS).
3. That the Channel of promotion of Shri Hari Shanker Khare
and mine is the same i.e. from Store Delivery Clerk to Grade I
Clerk to Ward-Keeper.
4. That I and Shri Hari Shanker Khare have opted from Grade I
Clerk for Non-Ministerial side for further promotion.
5. That Shri H.S. Khare is junior to me and at present he is
drawing Rs. 660/- where as my pay is Rs. 640/- in the Grade
Rs. 455-700 (RS).

In view of the facts enunciated above I would request
your honour to step up my pay from Rs. 640/- to Rs. 660/-
equal to the pay of Shri Hari Shanker Khare and pass orders
for the payment of arrear from 15.12.77 where the pay to
Shri H.S. Khare exceeded to my pay. I shall be much thank-
ful for this act of kindness.

Yours faithfully,

Dated: 12, June 1980.

(BHAGWATI PD. MISRA),
Depot Store-Keeper/III,
N.Rly., Stores depot,
Charbagh, Lucknow.

Advance copy forwarded to General Manager (P)/N.Rly., Hd. Qrs.
Office, Baroda House, New Delhi in reference to Dy. Controller
of Stores, N.Rly., Alambagh, Lucknow letter No. 360-E of 8.2.80
to review my case and ask Dy. Controller of Stores, N.Rly.,
Alambagh, Lucknow to step up my pay equal to the pay of Shri
Hari Shanker Khare.

(BHAGWATI PD. MISRA).

In the Court of Munnif Hawali Lucknow.
R.S. No. of 1982

No.

Bhagwati Prasad Misra — Plaintiff
vs.

Union of India & others — Defendants

Representation dated 9.9.80 along with
registration receipt No, 0988 dated
10.9.80

Deputy
Registrar

To

The Dy. Controller of stores,
N.R., Alambagh, Lucknow.

Reg:- Stepping up my pay equal to Shri Hari Shanker
Khare DSK-III of Charbagh Depot.

Ref:- My application dated 25.4.79 forwarded by reminders
on 19.5.79, 28.11.79, 20.12.79 and 12.6.80.
.....

Sir,

Respectfully I beg to say that the following few lines
for your consideration and favourable action.

- 1). That I was promoted as a Ward Keeper from Grade I on
1.9.76 and posted at Charbagh Depot and my pay was fixed Rs. 545.00
- 2) That Sri Hari Shanker Khare has been promoted as Ward
Keeper from Grade I clerk and posted at Charbagh Depot on 15.12.
79 and his pay was fixed as Rs. 580.00 at that time I was getting
Rs. 560.00.
- 3) That the channel of promotion of Shri Hari Shanker Khare
and mine as the same i.e. from Store Delivery Clerk to Grade I
Clerk and to Ward Keeper.
- 4) That I and Shri Hari Shanker Khare ~~have~~ have opted ~~from~~
from Grade I Clerk for non-ministerial side for further promotion
- 5) That Shri Hari Shanker Khare is Junior to me and at
present he is drawing Rs. 660-00 where as my pay is Rs. 640-00 P.M.
in the grade Rs. 455-700(Rs).

In view of the fact ~~and~~ annunciated above I would request your
honour to step up my pay from Rs. 640-00 P.M. to Rs. 660-00 P.M.
equal to the pay of Shri Hari Shanker Khare and pass orders for
the payment of arrears from 15.12.79 where the pay of Shri
Shanker Khare exceeded to my pay. I shall be much thankful for
the act of kindness.

Dated: 9.9.80

Yours faithfully,

(BHAGWATI PRASAD MISRA)
DSK-III/N.Rly., Stores,
Charbagh Depot, Lucknow.

Advance copy forwarded to General Manager(P)/N.R./Baroda House/
New Delhi in reference to Dy. Controller of Stores/N.R./Alambagh/
Lucknow letter No. 360-E of 8.2.80 to review my case and ask
Dy. Controller of Stores, N.R., Alambagh, Lucknow to step up my pay
equal to the pay of Shri Hari Shanker Khare.

Dated: 9.9.80

(BHAGWATI PRASAD MISRA).

True copy

In the Court of Munsif Hawati. Sudder.
R.S. No. of 1982

X

Bhagwati Prasad Misra — Plaintiff
vs.
Union of India & others. — Defendants.

Representation dated 10-9-1981

Prasad
Advocate

The Dy. Controller of Stores,
N.Rly., Alambagh, Lucknow.

A 7/20

Reg:- Stepping up my Pay equal to Shri Hari Shanker Khare,
DSK/III of Charbagh Depot.

Ref:- My application dt. 25.4.79 followed by reminders dt.
19.5.79, 28.11.79, 20.12.79, 9.9.80.

Sir,

Respectfully I beg to lay the following few lines for your
consideration and favourable action.

1. That I was promoted as Ward-Keeper from grade I Clerk on
1.9.76 and posted at Charbagh depot and my pay was fixed
Rs. 545/-.
2. That Shri Hari Shanker Khare has been promoted as a Ward-
Keeper from Grade I Clerk and posted at Charbagh depot on
15.12.77 and his pay was fixed Rs. 580/- at that time I was
drawing Rs. 560/- (RS).
3. That the Channel of promotion of Shri Hari Shanker Khare
and mine is the same i.e. from Store Delivery Clerk to
Grade I Clerk to Ward-Keeper.
4. That I and Shri Hari Shanker Khare have opted from Grade I
Clerk for Non-Ministerial side for further promotion.
5. That Shri H.S. Khare is junior to me and at present he is
drawing Rs. 660/- where as my pay is Rs. 660/- in the Grade
Rs. 455-700 (RS).

In view of the facts enunciated above I would request your
honour to step up my pay from Rs. 660/- to Rs. 660/- equal to
the pay of Shri Hari Shanker Khare and pass orders for the
payment of arrear from 15.12.77 where the pay to Shri H.S.
Khare exceeded to my pay. I shall be much thankful for this
act of kindness.

Yours faithfully,

Dated: 10 Sept. '81.

(BHAGWATI PD. MISRA),
Depot Store-Keeper/III,
N.Rly., Stores depot,
Charbagh, Lucknow.

Advance copy forwarded to General Manager (P)/N.Rly., Hd. Qrs.
Office, Baroda House, New Delhi in reference to Dy. Controller
of Stores, N.Rly., Alambagh, Lucknow letter No. 360E of 8.2.80
to review my case and ask Dy. Controller of Stores, N.Rly.,
Alambagh, Lucknow to step up my pay equal to the pay of Shri
Hari Shanker Khare.

(BHAGWATI PD MISRA).

In the Court of Munshi Hawali Lucknow.
R.S. No. of 1982

166

Bhagwati Prasad Misra — Plaintiff

VS

Union of India & others. — Defendant

Order No 360 E/1 Dated 15-10-80

7/27

जी०एल० 19/G.L. 19

जरनल 99 छोटा/Genl. 99 Small.

NO 360 E/1 Dated 15-10-1980
To Shri Bhagwati Prasad Misra
DSU III Slava (CB/LKO.)

Sub:- Fixation of Pay.
Ref:- Your application dt. 9/80

The matter is under reference.
with G.M.C.P. NODS and on
receipt of orders action
will be taken accordingly.

For Controller, Stores
Northern Railway
LKO

Signature
A

In the Court of Municipal Magistrate
D.R.S. NO of 1982

1/6

Bhagwati Prasad Misra — Plaintiff
vs.
Union of India & others — Defendant

Copy of Letter NO 360-E Dated 11.4.81

Raghu
Sankar

in the Court of Municipal Magistrate, Lucknow.
R.S. No. 1 of 1982

Bhagnati Prasad Misra — Plaintiff
vs.
Union of India & others. — Defendants

Order No 416 E dated 3.11.81

N.H.—2079/17—July, 1980—2,00,000 P.

उत्तर रेलवे NORTHERN RAILWAY

जी. एल. 19-ए/ग.ल. 19-A
जनरल 99 छोटा Genl. 99 Small

7/22

No. ~~305~~ 416E
from
Dy. Commr/Am/Lko

Order 3-11-1981
To Shri Bhagnati Prasad Misra,
Dy. Commr/CS/Lucknow

Sub: Benefit of stepping up of Pay

Ref: Your application dated 10/3/81

The matter is under
reference with H.O. & S. Office and
a decision when received will be
intimated to you.

P. O. C. & S. Office
Secy, Lucknow

A 7/23
A/9

NOTIFICATION.

SECTION OF THE DIRECTOR OF WORKS/ALLENBACH/LEKION.

No. 3606

Dated 11.4.81
28-3-1981.

The A.O. (A.O.),
Allenbach, Indinow.

1. Grant of increment to staff under IPR

2. Accounts of Mr P.D.O. letter No. 694/Conl/79-80 dated 12/2/1981.

In terms of G.O.(P)/M.L. letter No. 582-1/360/43 (Mild) dated 10/10/71 (copy enclosed) the grades of Mr. Clerk viz. B. 130-300 (70) was treated to be higher to that of Mr. Clerk Gr. 130-200 (70) and accordingly the benefit of one increment as admissible under rule 13(13-23-6) R.II was allowed to Mr. Clerks who started through the post of 100 from the date of their posting as Mr. Clerk.

The above benefit of one increment was however not extended to such of the Mr. Clerks names given below who though posted from the post of 100 Clerk, were promoted as Mr. Clerks as per G.O.(P) letter No. 582/360/43 (Mild) dated 31.7.73 (copy enclosed) as the Mr. Clerk viz. B. 120-200 posted from the post of 100, were to such their avenue of promotion on ministerial side i.e. Head Clerk, 100 and 100 and 100 to go in non-ministerial side i.e. Mr. Clerk, 100 and 100.

- ✓ 1. Mr. Madhu Krishna Chivastava.
- ✓ 2. " " " " " "
- ✓ 3. " " " " " "
- ✓ 4. " " " " " "
- ✓ 5. " " " " " "
- ✓ 6. " " " " " "
- 7. " " " " " (since retired)

The avenue of promotion of Clerks shall be subsequently changed as per decision conveyed under G.O.(P)/M.L. letter No. 847/43 (Mild) dated 20/3/73 and 23/1/73 (copy enclosed) in terms of which both 100 Clerk and 100 Clerk are eligible for promotion in ministerial side i.e. of Head Clerk and non-ministerial side i.e. 100 and 100 on the combined seniority of Clerks grade B. 320-500.

With the change in the channel of promotion in terms of G.O.(P) letter No. 847/43 (Mild) dated 20/3/73 and 23/1/73 (copy enclosed) it is obvious that on promotion of Clerk as Mr. Clerk, the juniors get higher pay than the seniors and the seniors are representing for fixation of pay at par with their juniors in the same category of Head Clerk. The seniors mentioned in 1.1 to 7 above are working as Head Clerks in Mr. B. 420-500 (11) and are getting less pay than their juniors mentioned in 1.1 to 7 above after receipt of the revised channel of promotion from G.O.(P)/M.L. as also benefit of one increment not allowed to them, as pointed out in para 2 above. The result involved was a considerable fixation of their pay at par with their juniors, which is cancelled, due to revised channel of promotion and also is cancelled ground in their claim.

1. The Union have represented the issue to the P.M. Mild 100

A 7/26

12-10-50 Therefore, considering the whole case in the light of facts stated above, let this office know at a very early date, if the senior persons as mentioned from 1. No. 1 to 7 in previous page who are waiting as Head Keepers and if can be allowed fixation of pay with reference to their juniors, working in the same category and grade, keeping in view the anomaly arisen in the channel of promotion, so that action to fix them accordingly be taken by this office.

Dis - 27 above.

DE. GUTRO L. D. 17. 13. 14,
12. 17. 18. 19.

0-9

C-4

In the Court of Munsif Hawali, Lucknow.

R.S. No.

of 1982.

A
7

Bhagwati Prasad Misra

... Plaintiff.

Versus

Union of India and others

... Defendants.

REGISTERED ADDRESS OF PLAINTIFF

" ~~XXXXXX~~

" BHAGWATI PRASAD MISRA

S/o SRI BANS GOPAL MISRA


558/17, SUNDER NAGAR

ALAMBAGH

LUCKNOW. "

Lucknow:

Dated: May 19, 1982.


Counsel for Plaintiff.

In the Court of Munsif Hawali, Lucknow.

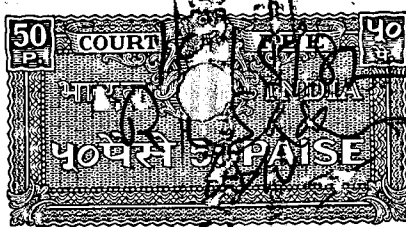
व अदालत श्रीमान

महोदय C-5

वादी (मुद्दे)

प्रतिवादी (मुद्देअलेह)

का वकालतनामा



3-1-50

Bhagwati Prasad Misra

वादी (मुद्दे)

वनाम
Union of India and others. प्रतिवादी (मुद्देअलेह)

R.S.

नं० मुकदमा सन् १६⁸² पेशी की ता० १६ ई०

उपर लिखे मुकदमा में अपनी ओर से श्री

Sri Ramesh Chandra Saxena, एडवोकेट
महोदय
वकील

को अपना वकील नियुक्त करके प्रतिज्ञा [इकरार] करता हूँ और लिखे देता हूँ इस मुकदमा में वकील महोदय स्वयं अथवा अन्य वकील द्वारा जो कुछ पैरवी व जवाबदेही व प्रश्नोत्तर करें या अन्य कोई कागज दाखिल करें या लौटावें या हमारी ओर से डिगरी जारी करावें और रुपया वसूल करें या सुलहनामा या इकबाल दावा तथा अपील व निगरानी हमारी ओर से हमारे या अपने हस्ताक्षर से दाखिल करें और तसदीक करें या मुकदमा उठावें या कोई रुपया जमा करें या हमारी या विपक्षी [फरीकसानी] का दाखिल किया रुपया अपने या हमारे हस्ताक्षर-युक्त [दस्तखती] रसीद से लेवें या पंच नियुक्त करें - वकील महोदय द्वारा की गई वह कार्यवाही हमको सर्वथा स्वीकार है और होगी इसलिए यह वकालतनामा लिख दिया कि प्रमाण रहे और समय पर काम आवे।

हस्ताक्षर

साक्षी (गवाह)

साक्षी (गवाह)

दिनांक

19

महीना

5

१६४२ई०

व अदालत श्रीमत्. Dr. Asde. Hany.

Majid Prasad

वादी/अपीलन्ट

बनाम

Uma v. Sude

प्रतिवादी/रेस्पान्डेन्ट

सं० मुकदमा

262 सं० 1982

पेजी की तारीख 19

24/1/85

ऊपर मुकदमा में अपनी ओर से श्री . ARUN BHARGAVA ..

AA

.....
एडवोकेट/वकील महोदय को अपना वकील नियुक्त करके इकरार करता हूँ और लिखे देता हूँ कि मुकदमा में वकील महोदय स्वयं अथवा अन्य वकील द्वारा जो कुछ पैरवी व जवाब देही व प्रश्नोत्तर करे या कोई कार्यवाही दाखिल करें या लौटावें या हमारी ओर से डिग्री जारी करावें और रुपया वसूल करें या मुलहनामा या इकवात दावा तथा अपील व निगरानी हमारी ओर से हमारे या अपने हस्ताक्षर से दाखिल करें और तसदीक रक या मुकदमा उठावें या कोई रुपया जमा करें या हमारी विपक्षी फरीकसाती का दाखिल किया हुआ रुपया अपने या हमारे हस्ताक्षर मुक्त दस्तखती रसीद से लेवे का पंच नियुक्त करें वकील महोदय द्वारा की गई वह सब कार्यवाही हमको सर्वथा स्वीकार है और होगी इसलिये यह बकालतनामा लिख दिया कि प्रमाण रहे और समय पर काम आवे ।।

हस्ताक्षर . . .

Controller of Stamps
LUCKNOW

साक्षी/गवाह

साक्षी/गवाह

दिनांक

महीना

सं० 19

२०

Accepted
Signature
An
24/1/85

21-14.

In the Court of III Addl. Mag. Lko.



Suit No 262/82

Bhagwati Pol. Pessi

vs

M. S. D.

Application Uo 9 R T C P. Readmission
Section 151 CPC

Sr;

In the above noted Suit, it is admitted that due to inadvertence of the Counsel, the date 5/4/84 was not noted in his diary. As such no appearance could be made on that date either by the Counsel or by the defendant's presence. As the defendant was absent, the Magistrate Court passed an order on 5/4/84 to proceed ex parte and today is fixed for ex parte hearing.

That the absence of the defendant and its Counsel was not deliberate but due to unavoidable circumstances. In these circumstances, the order of 5/4/84 is liable to be recalled.

Wherefore it is prayed that order of 5/4/84 to proceed ex parte may be recalled / set aside and a date may be fixed for filing written statements.

27/4/84

Deputy Commissioner
Came for file

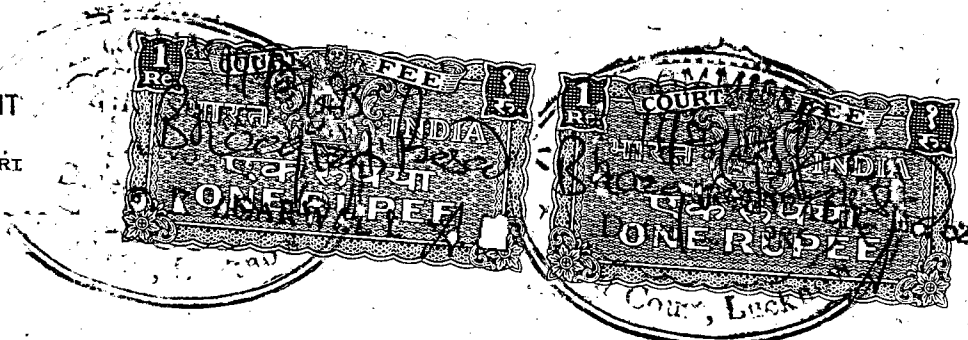
opposed
27/4/84

7122/1
A/25

In the court of the Munsif Hawali, Lucknow.

Reg. suit No. 262 of 1982

1985
AFFIDAVIT
8 M
DIST. COURT
U. P.



Bagwati Prasad Misra Plaintiff.

Versus

Union of India & others Defendants.

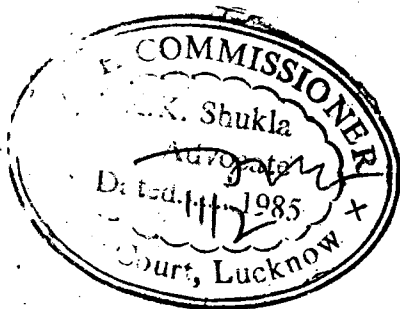
Fixed for

A F F I D A V I T

I, Bhagwati Prasad, Misra, aged about 55 years,
son of Sri Bans Gopal Misra, resident of 558/17

Sunder Nagar Alambagh, Lucknow, do hereby solemnly
affirm and state on oath as under :-

1. That the deponent is the plaintiff in the above
noted case and as such he is well conversant with
the facts deposed in this affidavit.
2. That the deponent at present is holding the
post of Depot Store Keeper II in scale Rs.550-750
under the defendant no. 3.
3. That the deponent was initially appointed
as Junior clerk Grade Rs. 55-130 (AS) on 18.1.1949 .
4. That the deponent was thereafter promoted to
the post of Store Delivery Clerk grade Rs.130-280.



..... 2.....

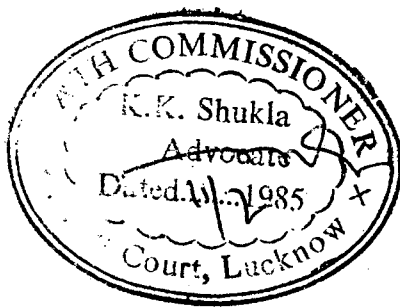
(2)

7122
A
76

(A. S.) on 27.3.1961.

5. That vide order No. E-395 dated 31.12.62 issued for and on behalf of District Controller of Stores Northern Railway Alambagh, Lucknow, the deponent was promoted and appointed as clerk II, (Senior clerk) grade Rs. 130-300 (A. S.) and was posted in the Central Receipt Section under the Office of the District Controller of Stores, Northern Railway, Alambagh, Lucknow. The promotion of the deponent on the post of clerk Grade II (Senior clerk) was given effect to w. e. f. 24.12.1962.

6. That while the deponent was promoted from the post of Store Delivery Clerk, Grade Rs.130-280 (A. S.) to the post of clerk Grade II (Senior clerk) Grade Rs. 130-300 (A. S. in pursuance of order No. E/395 dated 31.12.1962 referred to in the preceding Paragraphs, his fixation of pay ought to have been made in accordance with the provisions of para 2018-B (F. R. 22-C) of the Indian Railway Establishment Code volume II by the nationally fixing his pay^{rat} the lower post by granting one increment in the pay scale of that post and then fixing his pay on the higher post at the stage next above the pay nationally so fixed.



7. That the provisions of para 2018-B of the Indian Railway Establishment Code Vol. II were not applied while fixing the pay of the deponent

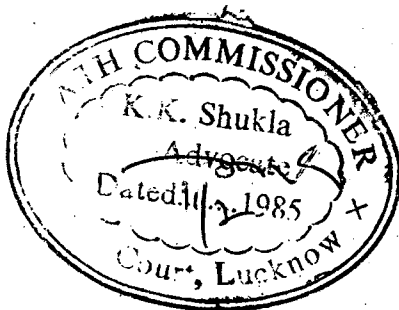
Pradip Kumar

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XX

at the time when he was promoted from the post of store Deliver clerk to the post of clerk Grade II (Senior clerk) though the said para 2018-B was applied in fixing the pay on promotion of several other employees similarly placed and circumstanced one of such being Shri H. S. Khare.

8. That the deponent at the time of his promotion to the post of clerk Grade II, was getting the Basic pay of Rs. 155/- on the post of store Delivery clerk. According to para 2018-B referred to above, his national pay on the post of Store Delivery clerk should have been Rs. 155 + 5 = 160 and on promotion to the post of clerk grade II his pay should have been fixed at the stage of Rs. 168/- per month. The defendants fixed pay on promotion only Rs. 155 + 5 = 160/- per month and did not extend the benefit provided under para 2018-B of the Indian Railway Establishment Code Vol. II.

9. That the deponent on 1.9.1975 was promoted to the post of Ward Keeper in the scale Rs. of Rs. 425-600 and on 8.5.1979 to the post of Assistant store Keeper in the scale of Rs. 425-700. He was further been promoted to the post of Depot. Store Keeper II in scale of Rs. 650-750 w.e. f. 1.4.1982.



10. That due to the mistake committed in fixing the pay on promotion to the post of clerk Grade (II)

(Senior Clerk) as stated in para 7 and 8 above, the pay of the deponent on promotion to the post of Ward keeper and Assistant store Keeper too was fixed at a lower stage affecting the deponent adversely.

11. That the deponent on 25.4.1979 represented the matter to the Deputy Controller of Stores Northern Railway, Alambagh, Lucknow requesting him to fix his pay by giving him benefit of para 2018-B of Indian Railway Establishment Code Vol. II as the same has been given to Similar other employees, specifically to Shri H. S. Khare Similar representations regarding fixation of pay were given to the defendant no. 2 on 12.6.1980 9.9.1980 and 10.9.1981.

12. That vide letter dated 15.10.1980 and 3.11.81 the Deputy Controller of Stores, Northern Railway, Alambagh, Lucknow intimated the deponent that his matter regarding the fixation of pay will be decided soon after receiving orders from General Manager (P) Northern Railway New Delhi to whom the matter was referred.

13. That the deputy Control of Stores, Northern Railway Alambagh, Lucknow vide letter no. 260-E dated 11.4.81, addressed to S. A. O. (W) Northern Railway, Alambagh, Lucknow ~~per~~ practically admitted the claim of the deponent regarding his fixation of pay by giving him benefit of para 2018-B of the Indian Railway Establishment Code Vol. II.

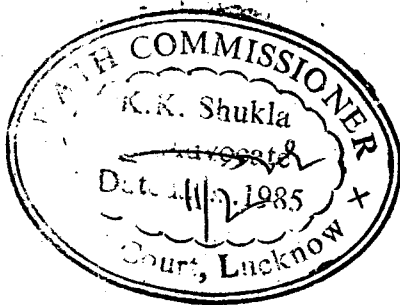


Mr. D. S. Mishra

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14. That inspite of all that the deponent's case regarding fixation of pay has not yet been finally decided by the authorities described above and the deponent is suffering concurrent pecuniary loss due to aforesaid reasons.

15. That Sri H. S. Khare who was initially appointed as Junior clerk on 15.7.1949, promoted to the post of Store Delivery Clerk on 18.8.1961 on the post of Senior clerk on 18.1.63, on the post of Ward Keeper on 15.12.77 and lastly on the post of Assistant Store Keeper on 8.5.1979 is getting more pay than the deponent though he is junior in service to the deponent and was promoted to the post of Store Delivery Clerk, Senior clerk, and ward keeper much after the promotion of the deponent. The reason for such anomaly in the pay of the deponent and Shri H. S. Khare is that the defendants extended the benefit of para 2018-B of the Indian Railway Establishment Code Vol. II to Sri H. S. Khare when he was promoted to the post of Senior clerk while denied the same to the deponent without any just and valid reason.



16. That for the facts stated in above paras the deponent is entitled for the relief claimed for in the plaint.

Lucknow.

dated 11.12.85.

[Signature]
Deponent.

22/6

80

(6)

Verification :-

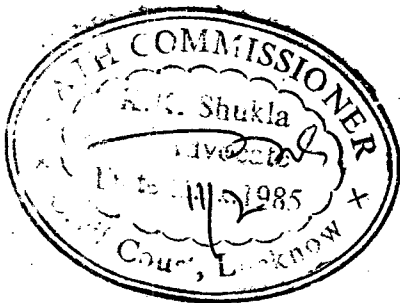
I, the above named deponent do

hereby verify that the contents of paras 1 to

15 of this affidavit are true to my

knowledge and those of paras 16 to 18

are belived by me to be true.



Signed and verified this th day of

February, 1985 in Civil Courts Compound at Lucknow.

[Signature]

Deponent.

I, identify the deponent

who has signed before me.

[Signature]

(Kamal Srivastava)
 Licensed Typist
 Civil Court, Lucknow.

DM
 2-20 PM

Subscribed before me in office to-day

Bhagwati Pal Misra

Kamal Srivastava Licensed Typist

Civil Court Lucknow

Identified by examining the

hands and signatures

of the deponent

[Signature]

(Aushal Kishore Shukla)
 Oath Commissioner
 Civil Court, Lucknow
 Date 11/2/85

In the Court of VI Additional Munsif Lucknow

R.S.No. 262 of 1982

Bhagwati Prasad Misra

Plaintiff

Versus

Union of India and others

Defendants.

Application under section 148 C.P.C. read with section
151 C.P.C.

In the above noted case, the defendant No.1 Union of India respectfully submits as under:-

1. That in the above suit, it was ordered by this Hon'ble Court that the written statement be filed by 11.2.85 else the case will proceed under order 8 rule 10 C.P.C.
2. That during the fixed time the written statement could not be filed due to the fact that the records could not be traced out, the suit cause of action relating back to 1962.
3. That the written statement is now ready and is filed along with this application.
4. That the delay in filing the written statement was beyond the control of the defendant and the delay is liable to be condoned.
5. That in case the written statement filed herewith is not taken on record and the ~~defendant is allowed~~ case is proceeded under order 8 rule 10 C.P.C. it will cause failure of justice and also will injure the interest of the defendant.
6. That in the circumstances it is in the interest of equity and justice that the time fixed for filing of written statement is extended and the written statement filed herewith is allowed to be brought on record.

Wherefore it is respectfully prayed that this Hon'ble Court may be pleased to extend time under section 148 C.P.C. for filing of the written statement and the written statement filed herewith is allowed to be taken on record. It is also further prayed that the Hon'ble Court may be pleased to condone the delay in filing the written statement and the same be taken on record.

dated: 2.4.'85

Counsel for defendant.

R.S. NO 262 of 1982

C-37

23/4

8

12

B. P. Misra

Plaintiff

vs.

2
12

Union of India & others — Defendants.

F. F.

[18/2/83 W.S.
22/2/83 Issues.]

17
9

I am filing herewith the requisite duplicate copies of plaint with notices and envelopes duly stamped for service of notices by both ways on the opposite parties.

2
20.1.83
noted

Lucknow.
24.1.83

R. C. Saxena
Advocate
(R. C. Saxena)
Advocate
Counsel for Plaintiff

In the Court of VII Additional Mr
Director.

R.S No. 262 of 1982 C-36

Shagunth. Prasad Misra — Plaintiff
vs.

Union of India & others — of S.

Quay application

1. That in the above noted case the plaintiff requires the below noted information, the case was fixed for 19.9.82 for W.S. and 22.9.82 for issues. thereafter it was adjourned to 14.10.82. The case has come to this court on transfer from Municipal Hawali, prior to above noted dates.

Question No 1 - Whether the case is pending? Yes,

" 2 - What date if any, 6-12-82 is fixed?

Sent clerk to reply.
by 6.12.82.

4/12/82

Shiv
Prasad
4/12/82

Shiv
4.12.82

Shiv
4/12/82
Counsel for
Plaintiff

Atty & R. L. Laxson,
Admiral

Subst
9-78
07/5/08

ing J. L. Laxson
J. L. Laxson
8/7/85

Let-E

In the Court of VIII Additional Munsif Lucknow

Suit No. 262 of 1982

Bhagwati Prasad

Plaintiff

Versus

Union fo India and others

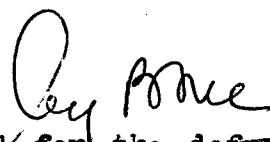
Defendants

Sir,

In the above noted case, it is respectfully submitted that the defence of the case has been entrusted to me. The detailed parawise comments have not yet been received by me from the adminstration, for drafting the w.s. It may also be mentioned that the time at the disposal of the defendant ^{was} too short to enable them to prepare the w.s.

Wherefore it is respectfully prayed that one month time be allowed for filing of written statement.

dated: 22.10.'83


Counsel for the defendants.

Oct-20

In the Court of VIII App. By the

1/80

Sum 10 262/82

Phagwari Pd

vs
Mun of Idre

Sr.

In the above noted suit, it is respectfully submitted that the full particulars have not been received from the administration for an inquiry of WS. In these circumstances, the WS could not be prepared & filed in this Ct.

Whereupon it is prayed that one month time be allowed to the WS

Gyan Prasad
Adv
Court of A.O.

o.
Account
of 12-1-1944
WS & 12-1-1944
no further
will be given
9/12/83

9

In the Court of Honour Adalberto VII Luch

RS no 262/82

Bhagnoli Od

Amend ^{MS} Order

Sir,

In the above noted suit, it is respectfully submitted that full evidence & documents have not been received from the administration for drafting of MS. Reminds has been sent for the witnesses and they are awaited.

Whenever it is prayed that one mark him be heard for plea.

12/1/82

Deposition
ADR
Counsel for def

Not moved
Adalberto
12/1/82

0
Served.
On 31.1.84
for MS. 9/1/84
An
12/1/84.

In the Court of VII Adell. 1874

Sum W 262/84

Bhagwati Pd. Muz

Woman of ^{KS} Indre

Sir, In the above noted Sum, it is respectfully submitted that though the comments have been received from the Administration, the W.S. could not be drafted for being filed in the Ct due to counsel's preoccupation with his personal work. It will take some time ^{in drafting} ~~before~~ the W.S. + getting it signed before it is filed in the Ct.

Wherefore it is prayed that an order be made for filing W.S.

D/31.1.87

Qpm Borne
Camefr depts

CU-93
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89

In the Court of Munsif VII Lucknow

Pr. No 262/82

Bhagwati Parsad

Plaintiff

Versus

Union of India

Defendant

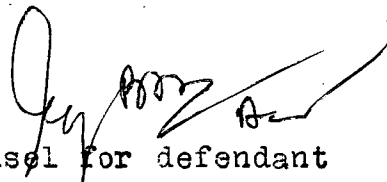
Sir,

FF. 22.3.1984

In the abovenoted case, it is submitted that the counsel for the defendant will be out of the city and will not be able to come back to attend the case fixed on 22.3.'84.

Wherefore it is prayed that the date fixed may kindly be adjourned to some date, allowing time of month one/further time to file written statement.

dated: 20.3.'84


Counsel for defendant

No objection
22/3/84

see memo
20.5.4.14
m. 43 and 12m
22/3/84

22/3/84

WT-15

In the Court of VII Adse Punjab Kes. A/10
Sect No 262 of 82

Bhagwati Pd Hosi
vs

Union of India.

Sir,

In the above noted case, it is submitted that the instructions & directions given to the respondent have not been followed as yet for the administration for depositing the WS. As such the WS could not be filed.

It is therefore prayed that one month further time be allowed for filing the WS.

D 19/7/83

Ign Poo
D
Counsel for defence

Tit-16

In this Court of VII App. May 1960

Snrt NO 262/82

Phagnoli Rd. Mozzi



Moni of Dr. e.

Sir,
As the above noted sum, it is
found that full instructions have
not been received from the authorities,
In absence of the instructions, the sum
cannot be paid & filed

It is thus far prayed that
one month him be allowed for his loss.

Qureshi

Aw

^{after}
Camp Dept

307/115

2 ~~Quaranta~~ ~~Paroals~~ 30/8/84

पृ 17

See this Court of App. May 21st Decree

Em No 9

Bhagnali Prasad

25

Monian of Ind.

Dr.

In an above noted letter, it is
stated that receipt of my
information to the Administration, contact
could not be established with them.
It appears that the information given
by you has not reached them.
As such instructions could not be
issued for drafting of W.P.

It is therefore prayed that
some further time be allowed for
filing etc.

Jeyaraj



Camp 4.09

15/9/83

25/9/2022

9

18

In the Court of 7th Add. Hq. Lko ^{A/S}
Sut no 262 of 82

Bhapwari Bawan
vs
Union of Indre.

Sir,

In the above cited Sut, it
is respectfully submitted that free
instructions have not been received
for preparation of the written
Statement. As such the written
Statement could not be filed
on the date prescribed.

Wherefore it is prayed
that 2 months further time be
allowed for filing W.S.

High
Court
28/11/87

28/11/87

28/11/87
As
Cmfr de fr

19

A 64



In the Court of the 11th Dec

26/2/82

Bhagwan Pd

vs

Man of India

Sir,

In the above news Sir, it is believed that I have to go to Australia in the early hours. As such it will not be possible to attend the case in the Dated.

His thenfa prays that the Dated may be allowed allowing time of one month for filing WS.

Jyoti Prasad

Adm.

Council of the

19/12/81

Keep on file.
2 put up on 11/12/81
Dated 19/12/81
19/12/81

In the Letter of Dr. H. H. L. L.

Suit no 9

Bhapwal - P. P.

15

Munad L. L.

For

In the above noted suit, it is submitted that the claimant has not been received as yet along with the payment of the fee for the suit in Ch. As the suit is now pending and is not yet filed.

It is therefore prayed that 15 days time be allowed for filing the suit.

Offered

24/1/85

24/1/85

Deputy
for
Counsel L. L.

D-23

In the Cont of VH Pool. Hg Luchas ^A₁₀₀

Smt No 262/82

for slt.

Blapwari Ad Hsrs

vs

Almai of Indu.

In the above noted Smt, it is
observed that full instructions & concerning
Case has not been received as yet
from the administration. As much WS
could not be filed.

Wherefore it is prayed that
one month time be allowed
to file WS.

Agm 1000
or
Camp dep

19/12/85 —

Strongly
opposed.

P. S. S.
for

19/12/85

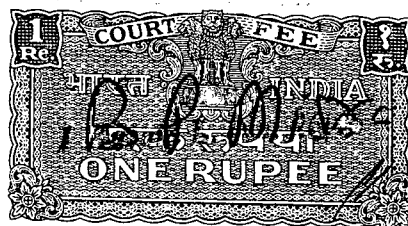
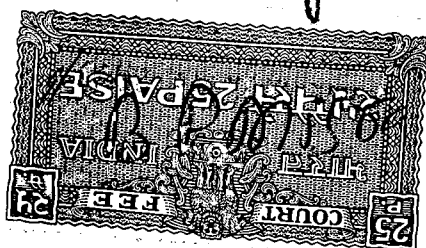
In the Court of Munsif D H Anand

व्यदालत श्रीमान

महोदय

वादी (मुद्दई) का बकालतनामा
प्रतिवादी (मुद्दाजलेह)

Shagwan Prasad Misra



Union of India vs Shri
वादी (मुद्दई) प्रतिवादी (मुद्दाजलेह)

नं० मुकद्दमा सन् १६ पेशी की त० १६ ई०
उप लिखे मुकद्दमा में अपनी ओर से श्री

C. S. Rawari

एडवोकेट

Advocate High Court

वकील

महोदय

को अपना वकील नियुक्त करके प्रतिज्ञा (इकरार) करता हूँ और लिखे देता हूँ इस मुकद्दमा में वकील महोदय स्वयं अथवा अन्य वकील द्वारा जो कुछ पैरवी व जवाबदेही व प्रश्नोत्तर करें या अन्य कोई कागज दाखिल करें या लौटावें या हमारी ओर से डिगरी जारी करावें और रुपया वसूल करें या सुलहनामा या इकबाल दावा तथा अपील व निगरानी हमारी ओर से हमारे या अपने हस्ताक्षर से दाखिल करें और सदीक करें या मुकद्दमा उठावें या कोई रुपया जमा करें या हमारी या विपक्ष (रीकसानी) का दाखिल किया रुपया अपने या हमारे हस्ताक्षर-युक्त (दस्तखती) रसीद से लेवें या पंच नियुक्त करे - वकील महोदय द्वारा की ई वह कार्यवाही हमको सर्वथा स्वीकार है और होगी मैं यह भी स्वीकार करता हूँ कि मैं हर पेशी स्वयं या किसी अपने पैरोकार को भेजता रहूंगा अगर मुकद्दमा अदम पैरवी में एक तरफा मेरे खिलाफ फैसला हो जाता है उसकी जिम्मेदारी मेरी वकील पर न होगी। इसलिष यह बकालतनामा लिख दिया कि प्रमाण रहे और समय पर काम आवे।

हस्ताक्षर

साक्षी (गवाह) साक्षी (गवाह)

दिनांक १७ महीना १० ८५



नं० मुकद्दमा

नाम करीब

Accepted
Elwan

In the Court of Additional Magistrate VI Lucknow

Ref. Suit No. 262 of 1982

222
22

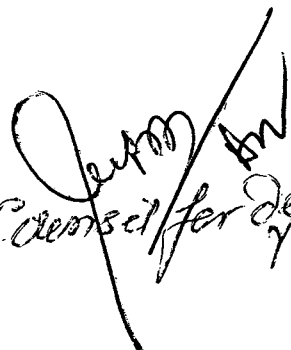
Bhagwati Prasad Misra ... Plaintiff
45

Union of India & others - Defendants
F.F. 9.10.85

Receipt

Received rupees Ten only from the
plaintiff as cost vide court's order
of 9.10.85.

Lucknow
9.10.85.


Counsel for Defendants

D-33
A/99

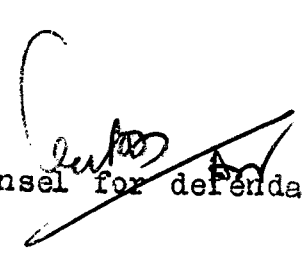
In the Court of VI Additional Munsif Lucknow.

Suit No. of
Bhagwati Praad
 Versus
Union of India

In the above noted suit, it is most respectfully submitted that the additional written statement could not be drafted and sent to the department for their signatures on account of the preoccupation of the counsel in his personal urgent work. The same has been drafted and is being sent to the department for signatures. It will take some time before it is filed in the Court.

Wherefore it is prayed that this Hon'ble Court may be pleased to grant 15 days time for filing the additional written statement.

dated: 24.10.'85


Counsel for defendant.

*Offered
Pleas
24/10/85*

In the Court of Additional Magistrate VI Lucknow

Ref. Suit No. 262 of 1982

232
23

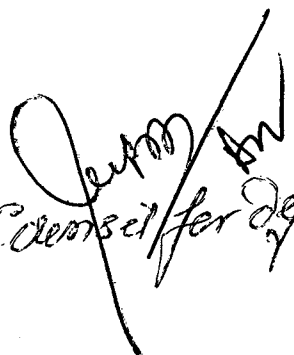
Bhagwati Prasad Mura ... Plaintiff
48

Union of India & others - Defendants
F.F. 9.10.85

Receipt

Received rupees Ten only from the
Plaintiff as cost vide court's order
of 9.10.85.

Lucknow
of 9.10.85.


Counsel for Defendants

D-33
A/99

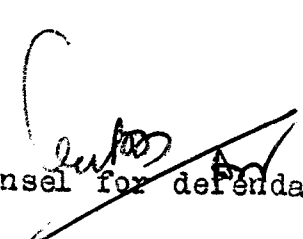
In the Court of VI Additional Munsif Lucknow.

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Bhagwati Prasad
 Versus
Union of India

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dated: 24.10.'85


Counsel for defendant.

Officed
P. K.
24/10/85

ମାମୁଲି ଓ ଅନ୍ୟାନ୍ୟ କାର୍ଯ୍ୟକ୍ରମ

Mileage no. 170/18

ମାମୁଲି ଓ ଅନ୍ୟାନ୍ୟ କାର୍ଯ୍ୟକ୍ରମ

୦.୫୦ ଟଙ୍କା ୧ -

୦.୫୦ ଟଙ୍କା ୧ -

୦.୫୦ ଟଙ୍କା ୧ - ୩ - ୧.୫୦ -

୦.୫୦ ଟଙ୍କା ୨ - ୧ - ୨.୦୦ -

୦.୫୦ ଟଙ୍କା ୧ -

୦.୫୦ ଟଙ୍କା ୧ - ୩.୫୦ -

ମାମୁଲି ଓ ଅନ୍ୟାନ୍ୟ କାର୍ଯ୍ୟକ୍ରମ

୦.୫୦ ଟଙ୍କା - ୧ ଟଙ୍କା ଓ ୩.୫୦

୦.୫୦ ଟଙ୍କା ଓ ଅନ୍ୟାନ୍ୟ କାର୍ଯ୍ୟକ୍ରମ

୧
୧

In the court of Additional Judge
 The miscellaneous jurisdiction
 Bhupat. Rd. Misr.

Union of India

2017/9

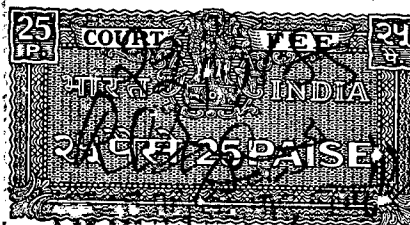
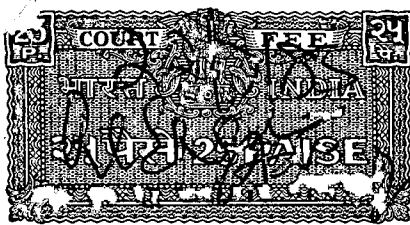
2017/9

1	2	3	4
	237.015	<p>Applicant u/o 929.015 supported by an affidavit filed showing put up duplicate copy of affidavit u/o 929.015 in the court of Registrar Put up on 27.7.15 for disposal with original file of regular suit no. 262/12.</p>	2/9
<p>May no Syche 27/7/85</p>	27.7.05	<p>Case called out. Present Sh. R. C. Saxena, Adv. for applicant & Sh. Arjun Bhargava, Adv for the opposite party.</p> <p>This is an application u/o 9 rule 9 C.P.C by the applicant for restoration of suit dismissed in default. The opposite party has no objection to it. Record.</p>	

31/8/85
CT 3

In the Court of VIth Additional Munsif, Lucknow.

Misc. Case No. 17C of 1985



Bhagwati Prasad Misra, aged about 59 years,
S/o Sri Bans Gopal Misra, R/o 558/17, Sunder
Nagar, Alambagh, Lucknow.

... Applicant (Plaintiff)

Versus

1. Union of India through the General Manager,
Northern Railway, Baroda House, New Delhi.
2. General Manager (P) Northern Railway, Baroda
House, New Delhi.
3. Deputy Controller of Stores, Northern Railway,
Alambagh, Lucknow.

... Opp. Parties (Defendants).

Inre:

R.S. No. 262 of 1982

Bhagwati Prasad Misra

... Plaintiff.

Versus

Union of India & Others.

... Defendants.

Application for Restoration under Order 9
Rule 9 C.P.C.

27/7
20/7
Ar
27/7/85

That for the detailed facts and the reasons stated
in the accompanying Affidavit it is most respectfully
prayed that the Hon'ble Court may be graciously pleased
to recall the order dated 18.7.85 dismissing the suit in
default of the plaintiff, restore the suit at its original
number for decision on merits.

Lucknow:

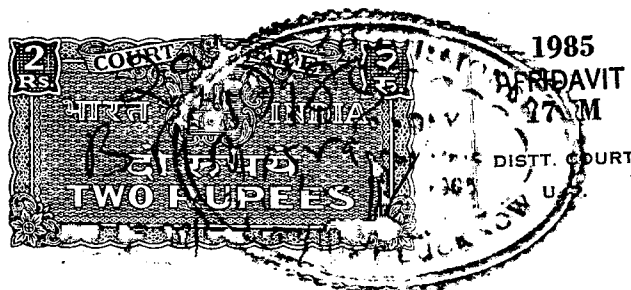
Dated: July 22, 1985.

[Signature]
Advocate
Counsel for Plaintiff/Applicant.

14

In the Court of Vth Additional Munsif, Lucknow.

R.S. No. 262 of 1982



Bhagwati Prasad Misra

... Plaintiff.

Versus

Union of India & Others.

... Defendants.

Affidavit in support of Application
for Restoration

I, Bhagwati Prasad Misra, aged about 59 years, S/o Sri Bans Gopal Misra, R/o 558/17, Synder Nagar, Alambagh, Lucknow, do hereby solemnly affirm and state as under:-

1. That the deponent is Plaintiff/Applicant in the above noted case and is well conversant with the facts deposed to hereunder.
2. That the above noted suit was listed for issues on 18.7.85 which on that date was dismissed in default for non appearance of the plaintiff and his counsel.
3. That the deponent from 15.7.85 was suffering from acute form of dysentery as such he could not appear in the Court on 18.7.85.
4. That the counsel for the deponent due to urgent piece of work had gone out of Station as result of which he also could not appear on the date fixed.
5. That the deponent being confined to the bed also could not contact his counsel in connection with his case any time after 15.7.85 and onwards till 20th July 1985.
6. That the deponent when met his counsel came



Bhagwati Prasad Misra

to know that the case has been dismissed in default.

7. That the deponent has every intention to prosecute the case and the non appearance on the date fixed is due to the reasons stated above.

8. That in the interest of justice the case is liable to be restored.

Lucknow: Dated:

July 22, 1985.

P. S. Misra
Deponent.

Verification

I, the deponent named above, do hereby verify that the contents of paras 1 to 8 of this Affidavit are true to my own knowledge.

Signed and verified this 22nd day of July, 1985, at Lucknow.

P. S. Misra
Deponent.

I identify the deponent who has signed before me.

R. C. Saxena
Advocate.

14M
At 11:30 AM. B. P. Misra
who is Clerk
Clerk
The deponent containing the
deponent, who has signed before me, is
his address which has been put
explained to me.
18th July 1985
Oath administered
at Lucknow.

In ent court of VIth Additional Munsif
MISC. Can No 110 of 1985

Bhagwati Prasad Misra - - - Applicant
JH-RE.

के समक्ष

R.S. No 262 - 82

Bhagwati Prasad Misra - Plaintiff
VS
Union of India - Defendant
and others

Registered Address

Bhagwati Prasad Misra
Son of Sri Bans Gopal Misra
558/17, Sunder Nagar
Alambagh, Lucknow.
LUCKNOW.

Lucknow
Dt. 22/7/85

Adv.

[R.C. Saxena
Advocate
counsel for Plaintiff

X¹⁰⁰

Defence Central Administrative Tribunal
Civil Bench Lucknow.

- (1) T. Reg No. 1202/87 ^{vs} Majul Hay
fixed 18/9/89
- (11) T. Reg No. 607/86 ^{vs} D. P. Mondal ^{vs} D. P. Mondal
fixed 19/9/87
- (11) OA Reg. No. 925/87 A.M. Sm.
fixed 20/9/89

~~Dear Sir,~~ Respondent Submits as under:-

That on -ice above dates

I am busy at Allahabad and
unable to attend at Lucknow. So

it is requested to adjourn on
-ice above dates and fix 24.10.89
as I shall be present at Lucknow
on 24.10.89 and oblige me.

G. P. Agarwal
Advocate
4/9/89