

CENTRAL ADMINISTRATIVE TRIBUNAL: BANGALORE

DATED THIS THE 30TH DAY OF SEPTEMBER, 1987.

PRESENT:

Hon'ble Mr. Justice K.S. Puttaswamy,

.. Vice-Chairman.

And:

Hon'ble Mr. L.H.A. Rego.

.. Member(A).

APPLICATION NUMBER 296 OF 1987.

G. Narendranath,
S/o late Sri V. Gopala Krishna Rao,
Aged about 48 years,
Joint Director, ETDC, Bangalore-58.

.. Applicant.

(By Sriyuths K.R.D. Karanth & M.S. Bhagwath, Advocates)

v.

1. The Government of India,
Ministry of Science and Technology,
represented by its Secretary,
Department of Electronics,
S.T.Q.C. Directorate, Lok Nayak
Bhavan, (3rd Floor), NEW DELHI-3.

2. The Director,
Department of Electronics,
S.T.Q.C. Directorate,
Lok Nayak Bhaan (3rd Floor),
NEW DELHI 110 003.

.. Respondents.

(By Sri M. Vasudeva Rao, Standing Counsel.)

This application having come up for hearing, Vice-Chairman made the following:

O R D E R

This is an application made by the applicant under Section 19 of the Administrative Tribunals Act, 1985 ('the Act').

2. Before 1980 and thereafter also, the applicant was working as a Senior Scientific Officer (Grade-I) ('SSO') in the Controllorate of Inspection, Electronics ('CIL') of the Ministry of Defence, Govern-

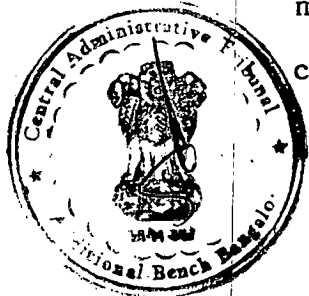


ment of India.

3. When working in the CIL, the applicant applied for selection to the post of Director, Electronics Test and Development Center, Bangalore ('ETDC'), a unit of the Karnataka State Electronics Development Corporation Limited, Bangalore ('Keonics'), a Company owned by the Government of Karnataka in the pay scale of Rs.1000-60-1300--75-1900. On his selection to the said post, the Keonics in its letter No.MPD/APT/DIR-ETDC/80 dated 20-9-1980 (Annexure-A) made an offer to the applicant to appoint him as Director of ETDC on a pay of Rs.1525/- per mensem in the pay scale of Rs.1000-1900, with General Allowance of Rs.600/- to which he agreed. On his acceptance of that offer, the Keonics appointed him as the Director of ETDC in 1980, in which capacity, he was working as on 14/15-3-1983, drawing a sum of Rs.2,281/- as total emoluments consisting of the following:

	<u>Amounts</u>
	Rs.
(a) Basic Pay.	1,525-00
(b) General Allowance.	600-00
(c) A.G.A.	156-00
Total	<u>2281-00</u>

4. On and from 14/15-3-1983 the ETDC of Keonics was taken over by the Government of India ('GOI') under an agreement between that Government and the Government of Karnataka ('GOK'). The agreement provided for take over of the personnel working in the ETDC by GOI with their consent. In pursuance of the same and on his agreeing to be appointed in the GOI the applicant appeared for an interview on 14-1-1983, before a High Power Selection Committee ('SC') for selection. On interviewing the applicant, the SC recommended his selection to the post of Joint Director in GOI. The recommendations made thereto by the SC read thus:



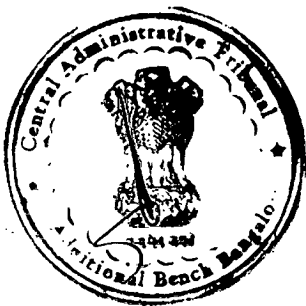
"Minutes of the Screening Committee held on 14-1-1983 at Department of Electronics, Lok Nayak Bhavan, for transfer of Shri G.Narendranath, presently Director, ETDC, Bangalore to DOE.

Shri G.Narendranath was screened by the Screening Committee and the Committee also went through Assessment Report sent by Shri R.K.Baliga. Considering the present emoluments and his qualifications etc. it was recommended that he could be offered the post of Joint Director in the pay scale of Rs.1500-2000. The Committee recommends that suitable protection of pay should be given as admissible under the Rules. The post of the Director in the grade Rs.1800-2250 may be filled through normal procedures.

Shri B.R.Prabhakara, Secretary (Industries), Government of Karnataka who is a member of this Committee has sent a telegram that he could not attend the Screening Committee meeting and offered his comments that he has no objection for transfer of Shri G.Narendranath to DOE."

Evidently on reading these proceedings, the applicant wrote to the Chairman of the SC on 18-1-1983 conveying his consent to accept the recommendations of the committee and the same reads thus:

"Reference Screening Committee meeting of 14th Jan.,1983. I, G.Narendra Nath, presently working as Director, Electronics Test and Development Centre (ETDC), Bangalore accept the offer made by the Screening Committee and will continue to work at ETDC, Bangalore under Department of Electronics, Government of India. The fixation of salary and allowances will be accepted in accordance with the rules subject to protection of my salary as drawn by me from Karnataka State Electronics Development Corporation, Bangalore at the time of relieving from the present employer."



Accepting these recommendations of the SC, Government by its letter No.2(3)/83-PM dated 16/19-2-1983 (Annexure-R1) made an offer to the applicant to appoint him as a Joint Director ('JD') on a pay of Rs.1500/- in the time scale of Rs.1500-2000 on the following terms and conditions:

No.2(3)/83-PM
Government of India
Department of Electronics
Lok Nayak Bhavan

New Delhi-3, the 16/19th Feb., 1983.

Shri G.Narendra Nath,
Director, ETDC,
Bangalore.

Sir,

Sub: Taking over of Electronics Test and Development Centre, Bangalore by the Department of Electronics.

--

With reference to your interview by the Screening Committee on 14th January, 1983 constituted by the Department of Electronics, you are hereby offered appointment to the post of Joint Director in the scale of Rs.1500-2000 in the Electronics Test and Development Centre, Bangalore under the Department of Electronics on the following terms and conditions:

1. The appointment will be on transfer basis from Keonics under the Government of Karnataka to the cadre of the Department of Electronics under Government of India.
2. The transfer is effective from 5-2-1983. Your pay will be fixed at the stage of Rs.1500/- in the scale of Rs.1500-2000.
3. Service rendered by you in the ETDC, Bangalore under Keonics Government of Karnataka will count towards pensionary benefits under the Government of India provided their CPF contribution together with interest thereon paid by the Keonics are made over to Department of Electronics. Similarly the Earned Leave at your credit could also be protected provided the Keonics pays the leave salary charges. A reference is being made separately to the Keonics for the payment of CPF contribution and the leave salary charges to the Department of Electronics.



4. Your promotion/advancement/confirmation will be governed as per the personnel policy of the Department of Electronics.
5. You will be governed by the Rules and Regulations of the Government of India in regard to service matters, conduct rules etc. etc.
6. In case the offer is acceptable to you, you are requested to communicate your acceptance immediately and in any case latest by 26-2-1983 falling which it will be presumed that you are not interested in the offer.

Yours faithfully,

Sd/- B.Bhadu,
Under Secretary to Govt.of India."

On 25-2-1983 the applicant accepted this offer telegraphically in these words:

"Offer accepted. Letter follows."

On the next day i.e., on 26-2-1983, the applicant again wrote to Government (Annexure-R4) accepting its offer, however, requesting for some concessions referred to therein. That letter reads thus:

Date: 26-2-1983.

To

Under Secretary,
Government of India,
Department of Electronics
Lok Nayak Bhavan,
3rd Floor, NEW DELHI 110 003.

Attn:Shri B.Shadu,Under Secretary

Sir,

Sub:Offer of appointment to the post of Joint Director in ETDC, Bangalore under Department of Electronics.

- Ref:
1. Your your letter No.2(3)/83-PM.dated 16/19th February,1983 received here on 25-02-1983 at 1615 hrs.
 2. My letter to Director STOC, DOE dated 18-01-83.
 3. My phonogram dated 25-02-83

I have accepted the offer made in your letter referred



at (1) above, and confirmed the same through phonogram ref.(3) above. However, I wish to bring to your kind notice, that I had clearly spelt in my letter at ref.(2) above, "the fixation of salary and allowances will be accepted in accordance with the rules, subject to protection of my salary as drawn by me from Karnataka State Electronics Development Corporation Limited (Keonics), Bangalore " at the time of my relieving from the present employer. I request that this be considered and protect my pay and allowances.

I am happy to note that service rendered at ETDC-Bangalore under Keonics, Government of Karnataka will count towards pensionary benefits under the Government of India, provided Keonics, pays the CPF Contribution, together with interest thereon to Department of Electronics.

Prior to this I was serving as Senior Scientific Officer Grade-I in CIL, Government of India, Ministry of Defence, from 24-10-1968 to 09-03-1981. I have about 180 days EL, 200 days Medical Leave in my credit and the GPF. I am sure these are also considered in my future service and for pensionary benefits.

As the maximum EL a Government servant can have in his credit is 180 days, it may not help me to carry out the EL from Keonics. So, I may please be permitted if possible to encash the EL that may be in my credit at Keonics.

Also, the transfer in effective from 05-02-83 as per the letter under ref(1) above. But, due to local circumstances, I am requesting Chairman and Managing Director, Keonics to release me with effect from 03-03-83.

I shall be assuming charge under Department of Electronics with effect from 03-03-1983 (Thursday) please. I request you to kindly note this charge in date, the transfer is effective and approve the same.

On assuming charge under Department of Electronics, I will take over Electronics Test and Development Center, Bangalore on behalf of department of Electronics, Government of India, here.

Thanking you,

Yours faithfully,
Sd/- G.Narendranath."

On 3-5-1983 Government also issued a formal appointment order (Annexure-A2(a) and the same reads thus:

Notification

No.2(3)/83-PM. The President is pleased to appoint



Shri G.Narendra Nath as Joint Director (Grade 'SE') in the scale of pay of Rs.1500-2000 in the Electronics Test and Development Centre, Bangalore under the Department of Electronics in a temporary capacity w.e.f. 15-3-1983 (F.N) until further orders.

2. He will be on probation for a period of one year."

In pursuance of these, the applicant had reported for duty as a JD on 15-3-1983 of ETDC and is working in that capacity ever since then. With this, any grievance on the appointment, and its terms and conditions should not have been there at all. But, when endless and unjustified ambition overtakes a person, as the applicant that does not happen.

5. Some time in March, 1986 the applicant started agitating before Government, to appoint him as a Director and allow him the pay and allowances attached to that post which was not expressly granted or rejected by the Government within 6 months from the last date he made his further representation on 17-9-1986 (Annexure--A7(a)). Hence, on 23-4-1987, the applicant approached this Tribunal under Section 19 of the Act for appropriate reliefs on diverse grounds which will be noticed and dealt by us in due course.

6. In their reply, the respondents have repudiated the claim of the applicant on every one of the grounds urged by him and have also urged that this application is barred by time.

7. The applicant had filed a rejoinder to the reply of the respondents reiterating his claim in the application.

8. Sri K.R.D.Karant, learned Advocate assisted by Sri M.S.Bhagwath appeared for the applicant. Sri M.Vasudeva Rao, learned Additional Central Government Standing Counsel appeared for the respondents.



9. Sri Rao has urged that this application made on 23-4-1987 to redress a grievance that arose on 15-3-1983 is barred by time and that even otherwise on grounds of delay, laches and conduct, this Tribunal should decline to grant relief to the applicant.

10. Sri Karanth refuted these contentions of Sri Rao.

11. From 1986 and onwards, the applicant has been urging for equating the post to which he had been appointed to the post of a Director and extend to him the financial benefits due thereon on that basis. On those representations, Government called upon the applicant to furnish certain details which he complied with. On those representations Government did not take a decision till the applicant approached this Tribunal and rejected the same during the pendency of this application. On these facts themselves, it is clear that the application falls within the perview of Section 21(1) of the Act and is in time.

12. On the foregoing discussion, we hold that there is no merit in the objection issued by Sri Rao on the question of limitation and we reject the same. But, this does not necessarily imply that the Tribunal cannot dismiss the application on grounds of delay, laches and conduct.

13. In N.I.MATHAI v. UNION OF INDIA AND OTHERS (1987) 2 Administrative Tribunals Cases 667, we have held that the Tribunals constituted under the Act, can exercise all the powers of the High Court which were exercised under Article 226 of the Constitution and decline to interfere on grounds of delay, laches and conduct.

We must now examine whether this is a fit case in which we should decline to interfere on those grounds.

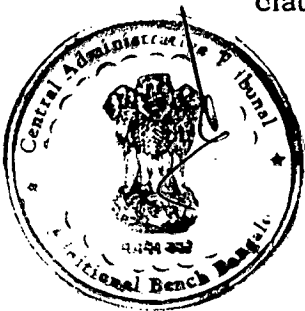


14. We have noticed the offer made by Government, its voluntary acceptance by the applicant and his reporting for duty as on 15-3-1983, from which day he is working in that capacity. But, he had approached this Tribunal only on 23-4-1987. In approaching this Tribunal there is a delay of nearly more than 4 years.

15. The only explanation offered by the applicant was, that his innumerable representations made to Government were pending and had not been turned down by Government. We will even assume that Government was not prompt in disposing of his representations. But, that hardly makes any difference on the undue delay on the part of the applicant approaching either the High Court before 1-11-1985 or this Tribunal immediately thereafter. We are of the view that this is a fit case in which this Tribunal should decline to interfere on grounds of delay and laches though the application as such was in time.

16. We are also of the view that the conduct of the applicant, who had voluntarily agreed to be appointed as a JD on pay of Rs.1500/- per mensem in the scale of Rs.1500-2000 with full knowledge of all its consequences, clearly disentitles him to resile from the same and urge for any re-consideration at all. On this ground also we should decline to interfere with the claim of the applicant without examining the merits. But, we do not propose to do so. We, therefore, proceed to examine the merits also.

17. Sri Karanth has urged that under Rule 5 of the Central Civil Services (Part B States Transferred Employees) Rules, 1953 (Part-B Rules) made by the President under the proviso to Article 309 and clause (5) of Article 148 of the Constitution, the applicant who was



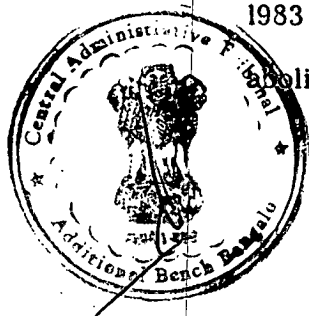
holding the post of Director in Keonics, was bound to be fitted in that very post only extending the pay scale attached to that post in GOI and that it was impermissible for Government to violate those Rules and fit him as a JD in a lower time scale of pay.

18. Sri Rao contended that Part-B Rules had no application and the fitment under those Rules was not required to be complied with by Government.

19. Part-B Rules had been made by the President to regulate the conditions of service of employees taken over from Part-B States under the constitutional changes that occurred on promulgation of the Indian Constitution and its application to Part-B States under the Constitution as originally framed. Those Rules apply only to those employees of Part-B States taken over by GOI from the dates referred to in Sub-Rule(2) of Rule 1 of the Part-B Rules.

20. Part-B States themselves or the erstwhile princely States which came into existence from 26-1-1950 under the Indian Constitution as originally framed stood abolished from 1-11-1956 by the Seventh Constitution Amendment Act, 1956. The old Mysore State or the princely State of Mysore, which was a Part-B State, ceased to be a Part-B State under the 7th Constitution Amendment Act and the States Re-organisation Act of 1956 ('SRC Act') and the new State of Karnataka comprising the areas specified in Section 7 of that Act came into being from 1-11-1956.

21. Firstly, on the very terms of the Part-B Rules, they have no application to the case of the applicant who was appointed in 1983 when working in the new State of Karnataka. Secondly, with abolition of the old Mysore State, (which was a Part-B State) with



effect from 1-11-1956, under the 7th Constitution Amendment Act and the SRC Act, the Part-B Rules except for regulating the conditions of only those employees that were taken over on the dates referred to in those Rules, do not apply to any of the employees working in the new State of Karnataka and taken over from that State.

22. In any event, the Part-B Rules have no application to employees working in Government Companies like Keonics and taken over from such companies.

23. On the foregoing discussion, we hold that Part-B Rules do not govern the applicant at all. If that is so, then his claim for fitment under Rule 5 of the Part-B Rules is wholly misconceived and cannot be upheld. We see no merit in this contention of Sri Karanth and we reject the same.

24. Sri Karanth next contended, that the post of Director held by the applicant in Keonics, prior to his appointment or absorption, should be equated to the post of Director, in the GOI applying the principle of a fair and just treatment recognised in the absorption or in the integration of Services, invalidating or ignoring the unconscionable terms of the contract agreed to by the applicant who had no equal bargaining power with Government and was placed in helpless position. In support of his contention Sri Karanth strongly relied on the ruling of the Supreme Court in CENTRAL INLAND WATER TRANSPORT CORPORATION LIMITED AND ANOTHER v. BROJO NATH GANGULY AND ANOTHER (AIR 1986 SC 1571) (Inland Water case.)



25. Sri Rao in refuting every one of the facets of the contention

urged by Sri Karanth, urged that it was not open to the applicant to resile from the ordinary and valid contract entered into between him and the GOI.

26. In his application, the applicant had not challenged the order of appointment or any the terms and conditions offered and accepted by him. Without a challenge to the order of Government and the prejudicial terms offered by Government and accepted, we cannot invalidate any part of the order of appointment or any of the terms of appointment and grant any relief to the applicant. However, we do not propose to be technical but propose to examine his claim on merits.

27. We have earlier noticed in detail, that the applicant who was working in the Keonics, voluntarily agreed to be appointed as a JD on a pay of Rs.1500/-per mensem in the pay scale of Rs.1500--2000.

28. The GOI did not compel the applicant to opt for its service. The applicant out of his own free will volunteered for appointment in the GOI. The applicant who is a well educated person holding a senior position and has been hopping from Government to Government and from post to post must have known and decided that joining service in the GOI as JD also would be decidedly advantageous to him and advance his career prospects in that Government. We have no doubt whatsoever, that the contract entered into between GOI and the applicant was a voluntary contract and is not at all vitiated on any of the factors which vitiate a contract under the Indian Contract Act.

29. We are also of the view that both the parties had equal



bargaining power in entering the contract and that neither of them and in any event the applicant, was in helpless situation so as to compel him to meekly surrender to the offer made by GOI or any of its terms also. When both parties with equal bargaining power had entered into a contract and when the terms of offer made by Government had been voluntarily accepted by the applicant, it is inconceivable and even odd to hold that there was an unconscionable term vitiating the contract or any of its terms.

30. Origin of Government service is "contractual" is concluded by the Supreme Court in ROSHAN LAL TANDON v. UNION OF INDIA (AIR 1967 SC 1889). On that aspect a Constitution Bench of the Supreme Court speaking through Ramaswami, J. had ruled thus:

"....It is true that the origin of Government service is contractual. There is an offer and acceptance in every case....."

This enunciation or declaration of law has not been doubted in any case and in Inland Water's case also.

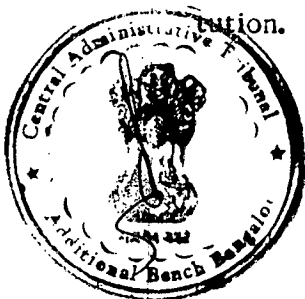
31. We have earlier held, that in the appointment of the applicant, there was a valid contract and the origin of his service was under a valid contract. If that is so, then the applicant who had voluntarily agreed for his appointment as a JD on pay of Rs.1500/- per mensem in the scale of Rs.1500-2000, offered by Government and voluntarily accepted by him, cannot ask Government or this Tribunal to go behind those terms and allow him higher status, pay and scale. In such a case, the question of just and fair treatment and fitment in any higher post does not at all arise. On this ground, the claim of the applicant is liable to be rejected.

32. We are of the view that the principle of fair, just and



equitable treatment recognised in the integration of services drawn from different States with varying and different conditions of services against their will, under Section 115 of the SRC Act or the other Re-organisation Acts, followed in the country cannot on principle or authority, be applied at all to a case of contract appointment as in the present case. We are, therefore, of the view that invoking the principles recognised in a Statute governing statutory absorption or integration of services, is wholly mis-conceived and unwarranted.

33. In Inland Water's case, on which very strong reliance was placed by Sri Karanth, for almost every one of the propositions urged, the facts in brief were these: A public limited Company called the Rivers Steam Navigation Company Limited ('RSN Co.') was undertaking similar business carried on by the Central Inland Water Transport Company Limited, a Government Company. Under an order made by the High Court of Calcutta, RSN Co. was wound up and provision was made for take over of the employees by the Inland Water Corporation. One Sri Brojo Nath Ganguly who was working in RSN Co. was taken over by CIWL. One Sen Gupta had been appointed and promoted in the CIWL in 1980. By different orders the CIWL terminated the services of those persons under Rule 9 of the Central Inland Water Transport Corporation Limited, Service Discipline and Appeal Rules, 1979 ('CSD Rules'). Sriyuths Brojo Nath Ganguly and Sengupta questioned their termination before the High Court of Calcutta under Article 226 of the Constitution, inter alia challenging Rule 9 of the CSD Rules as violative of Article 14 of the Constitution. The High Court of Calcutta accepted their challenge to Rule



9 of the CSD Rules and to their termination. The appeals filed before the Supreme Court were dismissed by the Court.

34. Rule 9 of the CSD Rules which came up for consideration in Inland Water's case reads thus:

9. Termination of Employment for acts other than misdemeanour.

(i) The employment of a permanent employee shall be subject to termination on three months' notice on either side. The notice shall be in writing on either side. The Company may pay the equivalent of three months' basic pay and dearness allowance, if any, in lieu of notice or may deduct a like amount when the employee has failed to give due notice.

(ii) The services of a permanent employee can be terminated on the grounds of "Services no longer required in the interest of the Company" without assigning any reason. A permanent employee whose services are terminated under this clause shall be paid 15 days' basic pay and dearness allowance for each completed year of continuous service in the Company as compensation. In addition he will be entitled to encashment of leave at his credit.

The Court held that this Rule was an unconscionable term of contract, unreasonable and was violative of Article 14 of the Constitution. The Court, therefore, held that Brojo Nath Ganguly and Sengupta had no equal bargaining power with Government. But, that is not the position in the present case. The applicant was not appointed against his will. There is no unconscionable or unreasonable term in the contract which vitiates the contract itself. We are, therefore, of the view, that the principles enunciated in Inland Water's case, not bear on any of the points urged by Sri Karanth.

35. We will now examine whether the claim of the applicant for equation of the post is well-founded on merits or not.

36. The applicant was holding the post of Director in a petty Karnataka Government Company with little or no more prospects his career expect revision of pay scale he was drawing. The



fact that he was called a 'Director' in a small Company and given a big designation for the post held by him, can hardly be a ground to hold that he should be appointed to the post of Director in an All-India Department/organisation of the Central Government. The qualifications and nature of duties performed as Director in a small unit of a petty company, cannot be compared to the post of a Director in a large department of the Central Government. We are, therefore, of the view that the claim of the applicant that the post held by him in Keonics should be equated to that of Director of a minor department of GOI is devoid of merit and unfounded.

37. Sri Karanth urged that on any view, the revision of pay granted by Keonics in its order dated 11-10-1985 cannot be denied and must be extended to the applicant as on the day he joined service in GOI.

38. Sri Rao contends that the revision granted by the Company unilaterally and that too after dismissal of the Writ Petition No.15595 of 1985 cannot be claimed by the applicant or granted by this Tribunal.

39. We have earlier noticed, that the applicant was appointed in the Keonics on a pay of Rs.1525/-per mensem in the time scale of Rs.1000-1900. But, some time later, he appears to have urged before the Keonics for revision of that scale, which however, was not conceded by the Company. He then approached the High Court of Karnataka in Writ Petition No.15595 of 1983 for appropriate directions. On 22-5-1985 Rama Jois, J. rejected the same at the admission stage itself in these words:

The petitioner working as Joint Director in the establishment of the Karnataka state Electronics Development



Corporation has sought for the issue of writ of mandamus directing the respondent to fix a proper pay scale to him as demanded by him in Annexure-G.

2. It is seen from the Appointment order dated 09-03-1981 (Annexure-A) an offer of appointment was given to him in the scale of Rs.1000-60-1300-75-1900 together with allowances as indicated in the said letter. The petitioner accepted the said appointment. It is not the case of the petitioner that he was being paid anything less than the pay scale on which he was appointed. The petitioner is, therefore, not entitled to seek a writ of mandamus directing the respondents to fix a proper pay scale as the pay scale offered to him by the Corporation has been accepted by him.

3. The petition is, therefore, rejected. "

But, notwithstanding this order, the applicant again pursued the matter before Keonics which on 10-10-1985 made a very generous order in his favour. That order reads thus:

KARNATAKA STATE ELECTRONICS DEVELOPMENT
CORPORATION LIMITED

'Emlyn Haven' 30, Race Course Road,
Bangalore 560 001.

Ref.No.00/00/MPD/079.
Dated 10th October, 1985.

Sri G.Narendra Nath,
Jt. Director,
Electronics Test and Development Centre,
Ring Road, Peenya,
Bangalore-580 058.

Dear Sir,

Please refer to your representation (received through Dr.B.S.Sonde on 6-9-1985) for refixing of your pay and allowances for the period you served as Director under Keonics Administrative control i.e., from 9-3-1981 to 15-3-1983.

We wish to point out that your request for refixation of your pay and allowances was already considered by



the then C&MD, and the same was turned down. Therefore, strictly speaking the case is to be treated as closed. Further you had moved the Hon'ble High Court of Karnataka in the matter who also rejected the writ petition.

Notwithstanding the above, based on the recommendation of Dr.B.S.Sonde and also the facts existed at the time of your joining Keonics on 9-3-1981 (the offer of appointment made on 20-9-1980 and date of joining being 9-3-1981) your case has been reviewed on compassionate grounds with a view to protect the last pay drawn by you at CH at the time of joining Keonics. Accordingly, we are pleased to inform you that your pay has been revised as follows:

A)	Basic.	Rs.1,525/-
	General Allowance	Rs.600/-
	A.G.A.	Rs.156/-
	Total.	Rs.2281/-

B) pay now revised to protect the total emoluments drawn for the period from 9-3-1981 to 31-3-1982:

Basic.	Rs.1775/-
General Allowance	Rs.600/-
A.G.A.	Rs.156/-
Total.	Rs.2531/-

C) Revised pay allowed earlier from 1-4-1982 to 15-3-83 in the revised scale 1320-60-1500-75-2250 i.e., when he reverted back to ETDC.

Basic.	Rs.2175/-
D.A.	Rs.150/-
H.R.A.	Rs.174/-
C.C.A.	Rs. 60/-
Total.	Rs.2559/-

D) Pay now revised based on the fixation at 'B'.

	Basic	Rs.2250/-
	D.A.	Rs.150/-
H.R.A.	Rs.180/-	
	C.C.A.	Rs. 60/-
	Total.	Rs.2640/-



Please note that in revising the pay as above, the Management has done its best to protect your total emoluments and also given you benefit of about Rs.150/- PM through out the period. It will not be possible for the Management to do anything further in the matter.

Deputy Manager(Finance), Keonics is requested to work out the actual arrears due to you on account of revision and send you a cheque for the amount.

Yours faithfully,
for K.S.E.D.C.Ltd.,
Sd/- T.S.Ramaswami,
Personnel Manager.

We are surprised at this revision granted by Keonics which had been rejected by the High Court. We are, however, not competent to examine its validity. We, therefore, refrain to say anything on its validity. We are, however, concerned whether the applicant can claim the benefit of this order for the revision of his pay from 15-3-1985.

40. What all we have expressed on the status or the equation of the post claimed by the applicant, equally governs this claim of the applicant also. For those very reasons, this claim also is liable to be rejected.

41. The order made by Keonics to which GOI was not a party, was not binding on the latter. The applicant who had accepted to be appointed on a pay of Rs.1500/- per mensem in the time scale of Rs.1500-2000 as on 15-3-1983, was not entitled to claim the later revision of his pay granted by Keonics when he was no longer its employee. Even this claim of the applicant is totally unfounded and cannot be granted on any principle. We, see no merit in this contention of Sri Karanth and we reject the same.

42. As all the contentions urged for the applicant fail, this



application is liable to be dismissed. We, therefore, dismiss this application. But, in the circumstances of the case, we direct the parties to bear their own costs.



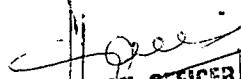
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Sd.-
VICE-CHAIRMAN

30/9/1957

Sd.-
MEMBER(A) 20.10.57

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