

**CENTRAL ADMINISTRATIVE TRIBUNAL  
ERNAKULAM BENCH**

**Original Application No.181/00296/2017  
& M.A 181/394/2017**

Friday, this the 06<sup>th</sup> day of April, 2018

**CORAM:**

**Hon'ble Dr. K.B. Suresh, Judicial Member**

Dr. P. Alikoya,  
S/o. Kunhikoya (Late), Aged 63 years,  
Veterinary Assistant Surgeon,  
Pakrichibiyoda House, Agatti Island,  
UT of Lakshadweep – 682 553.

..... **Applicant**

**(By Advocate – Mr. Joby Cyriac)**

**V e r s u s**

1 Administrator,  
UT of Lakshadweep, Kavaratti – 682 555.

2 Secretary (Animal Husbandry) UT of Lakshadweep,  
Kavaratti – 682 555.

3 Director, (Animal Husbandry) UT of Lakshadweep,  
Kavaratti – 682 555.

4 District Veterinary Officer,  
District Panchayat, UT of Lakshadweep,  
Kavaratti – 682 555.

5 President cum Chief Councillor,  
District Panchayat, UT of Lakshadweep,  
Kavaratti – 682 555.

6 Chief Executive Officer,  
District Panchayat, UT of Lakshadweep,  
Kavaratti – 682 555.

..... **Respondents**

**(By Advocate – Mr. S. Manu)**

This Original Application having been heard on 06.04.2018, the  
Tribunal on the same day delivered the following:

ORDER (ORAL)

**Per: K.B. Suresh, Judicial Member**

Heard.

2 M.A 181/394/2017 for condonation of delay is allowed in view of the circumstances of the case.

3 The matter seems in a very short compass. The Hon'ble Apex Court in **State of Punjab and Ors v. Jagjit Singh & Ors** reported in **AIR 2016 SC 5176** held that the sole factor that requires for the determination of equal pay for equal work is, whether the concerned employees were rendering similar duties and responsibilities as were being discharged by the regular employees, holding the same/corresponding posts. Applicant would say that in this case applicant was denied the same wages which was being paid to the very same similarly situated employees as a contractual employee.

They quote from paragraphs 54 and 55 of the said judgment which this Tribunal also quote:

"54. There is no room for any doubt, that the principle of 'equal pay for equal work' has emerged from an interpretation of different provisions of the Constitution. The principle has been expounded through a large number of judgments rendered by this Court, and constitutes law declared by this Court. The same is binding on all the Courts in India, under Art, 141 of the Constitution of India. The parameters of the principle have been summarized by us in paragraph 42 here in above. The principle of 'equal pay for equal work' has also been extended to temporary employees (differently described as work - charge, daily-wage, casual, ad-hoc, contractual, and the like). The legal position, relating to temporary employees, has been summarized by us, in paragraph 44 hereinabove. The above legal position which has been repeatedly declared, is being reiterated by us, yet again.

55. In our considered view, it is fallacious to determine artificial parameters to deny fruits of labour. An employee engaged for the same work, cannot be paid less than another who performs the same duties and responsibilities. Certainly not, in a welfare state. Such an action besides being demeaning, strikes at the very foundation of human dignity. Any one, who is compelled to work at a lesser wage, does not do so voluntarily. He does so, to provide food and shelter to his family, at the cost of his self respect and dignity, at the cost of his self worth, and at the cost of his integrity. For he knows, that his dependents would suffer immensely, if he does not accept the lesser wage. Any act, of paying less wages, as compared to others similarly situate, constitutes an act of exploitative enslavement, emerging out of a domineering position. Undoubtedly, the action is oppressive, suppressive and coercive, as it compels involuntary subjugation. "

4 The respondents had filed reply statement wherein they contended that applicant has agreed to work on a fixed pay of Rs.15,000 and have never before requested the Directorate for any hike. Others who are not willing for that amount either discontinue services and left for better jobs. They also would say that performance of the applicant was never satisfactory as a veterinarian and may be that prevented him from asking for hike. This is an unfortunate statement. Therefore, we asked the learned counsel for the respondents as to whether on the ground of insufficiency of service, whether they had issued any notice to him and the answer is negative. Therefore, this contention of the respondents will not lie at all. It is an irresponsible statement made by a person without any basis or ground. On this ground they would say that applicant is not eligible for equal pay for equal work as held by the Hon'ble Apex Court. Without any doubt, this is an irrelevant, immaterial and illegal statement. When the Hon'ble Apex Court has held that for equal work equal pay this notion is to be followed by the governance. It has been done in spirit and letter here.

5 The Hon'ble Apex Court held in State of Haryana v. Piyara reported in 1992 4 SCC 118 **"the State should not exploit its employees nor should it take advantage of either the employees or unemployed persons. The State should act as a model employer and give equal pay for equal work. It should not give a person in temporary or Äd-hoc status for long and should take steps for regularisation."**

6 Therefore, I hereby declare that the applicant is eligible for equal pay for equal work as that of other similarly situated Veterinary Surgeon from the day one onwards and if paid within next one month, it will not carry any interest and thereafter interest will be at the rate of 15% per annum.

7 The Original Application is allowed. No costs.

**(K.B. SURESH)**  
**JUDICIAL MEMBER**

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**List of Annexures of the Applicant**

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|--------------|---|---|
| Annexure A-1 | - | True copy of the applicant's Degree Certificate dated 5.5.1989 of 'Bachelor of Veterinary Science and Animal Husbandry' issued by the Kerala Agricultural University. |
| Annexure A-2 | - | True copy of the applicant's Appointment Order dated 20.05.2009 issued by 1 <sup>st</sup> respondent.   |
| Annexure A-3 | - | True copy of the last extension order dated 27.03.2015 of contractual appointment of the applicant issued by the 3 <sup>rd</sup> respondent.                          |
| Annexure A-4 | - | True copy of the order dated 18.03.2016 directing   |

the applicant to retrench from service issued by the 4<sup>th</sup> respondent.

- Annexure A-5 - True copy of the Office Memorandum dated 23.05.2014 issued by the District Veterinary Officer/4<sup>th</sup> respondent.
- Annexure A-6 - True copy of the pay bills for the month of February 2015 with respect to Dr. Hussain Ouge, a similarly placed employee.
- Annexure A-7 - True copy of the employment notice dated 03.02.2017 with respect to Veterinary Assistant Surgeons issued by 3<sup>rd</sup> respondent.
- Annexure A-8 - True copy of an Transfer Order dated 11.12.2012 issued by the 4<sup>th</sup> respondent.
- Annexure A-9 - True copy of the applicant's representation dated 22.05.2014 submitted before the 4<sup>th</sup> respondent.

**List of Annexures of the Respondents**

Nil.

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