

**CENTRAL ADMINISTRATIVE TRIBUNAL  
PRINCIPAL BENCH**

**O.A No. 1356/2014**

New Delhi, this the 16<sup>th</sup> day of July, 2018

**Hon'ble Mr. V. Ajay Kumar, Member (J)**  
**Hon'ble Mr. A. K. Bishnoi, Member (A)**

Anmol Singh,  
S/o. Sukhbir Singh,  
R/o. House No. A-14,  
Village – Nathupura near Burari,  
Delhi – 33.

...Applicant

(By Advocate : Ms. Monica Kapoor)

Versus

1. The Govt of NCT of Delhi through  
The Chief Secretary,  
New Secretariat,  
I.T.O., Delhi.
2. The Special Secretary (TRC),  
Health & Family Welfare Department,  
Technical Recruitment Cell,  
Govt. of NCT of Delhi,  
Delhi Secretariat,  
I.P. Estate, New Delhi.
3. The Director, Directorate of Health Services,  
The Govt. of NCT of Delhi,  
F-17, Karkardooma,  
Shahdara, Delhi.
4. Babu Jagjeevan Ram Memorial Hospital  
Through the Medical Superintendent,  
Jahangir Puri, Delhi.

...Respondents

(By Advocate : Ms. Sangeeta Tomar)

**ORDER (ORAL)**

**Mr. V. Ajay Kumar, Member (J) :**

The applicant, a contractual E.C.G. Technician under the 4<sup>th</sup> respondent-Babu Jagjeevan Ram Memorial Hospital, filed the O.A seeking the following reliefs :-

“(A) quash the order dated 18.05.2013 passed by the respondent no. 4 and direct the respondents to restore the salary of the applicant which was being paid to the applicant till 01.03.2013 or in alternative direct the respondent to fix the basic pay of the applicant according to his grade pay and thus work out the salary accordingly ;

(B) Direct the respondents to pay the arrears of salary to the applicant from 01.03.2013 when the salary of the applicant was reduced for the first time ;

(C) allow the cost of the present application in favour of the applicant and against the respondents;

(D) pass any other further order/orders as this Hon'ble Tribunal may deem fit and proper.”

2. In short, the applicant is questioning the action of the respondents in reducing the pay of the applicant with effect from 01.03.2013 and for a consequential direction to the respondents to fix the consolidated pay of the applicant at minimum of the pay in the grade in the relevant pay band as the same is fixed in respect of the new entrants with all consequential benefits.

3. Heard the learned counsel Ms. Monica Kapoor for the applicant and Ms. Sangeeta Tomar, learned counsel for the respondents and perused the pleadings on record.

4. Learned counsel for the applicant, in support of the above, has placed reliance on a decision of the Coordinate Bench of this Tribunal in O.A No. 2947/2013 and batch on 12.08.2014 in **Sindhu & Ors Vs. Govt. of NCT and Ors.** An identical issue was decided by this Tribunal in the said O.A. Para 25 of the judgment reads as under :-

“25. In the circumstances, the Original Applications are disposed of with direction to the respondents to fix the consolidated pay of the applicants at minimum of the pay in grade in the relevant pay band as the same is fixed in respect of new entrant. It is made clear that except the minimum of the pay in the grade in which the contractual employee is employed, no benefit other than the benefits already granted to them by the respondents would be admissible to them. The benefit of the minimum of pay in the grade would become available to the applicants from 1.8.2014. The amount whatever has been paid to the applicants would not be recovered from them. Needless to state that our aforesaid directions would not come in the way of the respondents to give arrears to the applicants, if they so desire on their own. No costs.”

5. It is also submitted that the said decision has been upheld by the Hon’ble High Court in W.P.C No. 812/2015 dated 28.03.2017 in **Govt. of NCT of Delhi & Ors. Vs. Anil Kumar Sharma and Ors.**, as under :

“9. In **Jagjit Singh and Others** (supra), the Supreme Court emphasised that right to equality implies that even the contractual employees should be paid the minimum of the amount, which a regular employee would get on the post in question. This would ensure ‘equal pay for equal work’ and that the contractual employees are not paid less than what is granted to a newly recruited regular employee. The aforesaid dictum, therefore, mandates that the contractual employees should not be paid monthly emoluments, which are less than what a newly recruited regular employee would get. If the newly recruited regular employee is entitled to entry pay in the pay band plus the Grade Pay, then the amount so quantified should also be taken as the minimum pay payable to the contractual employee doing the same work. This would ensure complete parity of pay scale of a contractual employee viz. the pay, which is payable to a regular appointed direct recruit.

10. The distinction between regular and contractual employees is drawn with regard to the annual increments which are payable to a direct recruit or promote over and above his initial pay, for the same are not taken into consideration and are not to be granted to contractual employees. This position will hold good, even after we have dismissed the present writ petition.

11. In view of the aforesaid reasoning, we do not find any merit in the present writ petitions and the same are

dismissed. In the facts of the case, there would be no order as to costs.”

6. A careful examination of the facts of the case clearly indicates that the applicant in the instant O.A is identically placed as the applicants in O.A No. 2947/2013 and batch (Supra). Hence, he is also entitled for the same benefits.

7. In these circumstances, the O.A is allowed and the impugned orders are quashed in terms of the judgment dated 12.08.2014 in OA 2947/2013, and as upheld in W.P. (C) No. 812/2015, dated 28.03.2017, with all consequential benefits, such as payment of arrears etc, however without any interest.

8. This exercise shall be completed within three months from the date of receipt of a certified copy of this order. No costs.

(A.K. Bishnoi)  
Member (A)

(V. Ajay Kumar)  
Member (J)

/Mbt/