

2025:AHC:133393

Reserved on : 04.08.2025

Delivered on : 07.08.2025

Court No. - 5

Case :- WRIT - A No. - 33802 of 2017

Petitioner :- Lal Ravindra Bahadur Pal

Respondent :- State Of U.P. And 4 Others

Counsel for Petitioner :- Awadh Behari Singh,B.S.

Pandey,Manish Singh

Counsel for Respondent :- Abhishek Misra,C.S.C.,Kunwar

Bahadur Srivastava

Hon'ble Saurabh Shyam Shamsbery,J.

1. Heard Sri Raunak Tiwari, learned counsel for petitioner and Sri Abhishek Mishra, learned counsel for respondents.
2. The petitioner was initially appointed as a clerk (Class III Post) in District Co-operative Bank Limited, Siddharth Nagar in the year 1994 and continued up to January, 2004. The petitioner claimed that he made a request for mutual transfer and posting in District Co-operative Bank Limited, Branch-Basti, District- Basti under Regulation 5(1-C) of U.P. Co-operative Societies Employees Service Regulation, 1975 (hereinafter referred to as, 'Regulation of 1975') and he was allowed to join by an order dated 22.01.2004 on conditions mentioned in the said order. The petitioner joined the service at Basti and he retired on 28.02.2016 i.e. after working for about 12 years.
3. The petitioner has set up a case that his pay scale ought to have been fixed in terms of Regulation 10 (iii) (4c) of

Regulation of 1975 i.e. to fix pay as he was drawing at earlier branch, however, it was wrongly fixed on basis of his initial pay.

4. Learned counsel for petitioner has placed heavy reliance on Regulation 10(iii)(4c). For reference the entire regulation 10 is reproduced hereinafter :-

“10.

- (i) Pay scale of the employees shall be such as may be-*
 - (a) in force on the date of commencement of these regulations;*
 - (b) revised by the committee of management subject to the provisions of Regulation no. 3 (ii):*
 - (c) in the case of newly registered society determined by the committee of management:*

Provided that prior approval of the Registrar shall be necessary if the society is enjoying or has applied for State aid under Chapter VI of the Act.

- (ii) Employees on deputation shall be allowed the pay and other emoluments according to the terms and conditions of deputation agreed upon between the co-operative society and the authority from whom the employee has been taken on deputation:*

Provided that such terms and conditions shall not be inconsistent with any instructions which the Registrar may issue in this behalf.

(iii) [Where permanent employee of a Co-operative Society opts for absorption in the services of another Co-operative Society, such absorption may be granted by the Board on the following terms and conditions, namely: - [Inserted by Notification No. 432/XII-6-2-85-77, dated 17th May, 1983)

(1) Both the Co-operative Societies shall pass resolutions agreeing to such absorption and the absorbing society shall appoint such employee under it on a post that is equivalent to the post already held by him or carries the next higher scale of pay.

(2) The employee shall resign his appointment under the first employing society from the date of his absorption under the other co-operative Society on a permanent basis. The resignation shall be accepted by the Co-operative Society concerned within 3 months of

the date of its receipt and on its failure to do so, it shall be deemed to have been accepted by it.

(3) In case of such absorption, all leave to the credit of the employee under the previous employing Co-operative Society as immediately before the date of absorption, shall lapse and the absorbed employee shall have no claim thereto after his absorption under another Co-operative Society.

(4) The initial pay of the employee in the time scale attaching to the post under the new Co-operative Society, as on the date of absorption, shall be regulated as follows:

(a) when appointment to the new post involves assumption of duties or responsibilities of greater importance than those attaching to the old post, the employee shall draw, as initial pay, the pay admissible at the stage of the time scale next above his substantive pay in respect of the old post;

(b) appointment to the new post does not involve such assumption the absorbed employee will draw as initial pay, the pay admissible at the stage of the time scale which is equal to his substantive pay in respect of the old post, or, if there is no such stage, the stage next below that pay plus personal pay equal to the difference of the amount of his substantive pay in the old post and the initial pay to be drawn in the new post, and in either case, he will continue to draw that pay for such period as he would have received an increment in the time scale of the old post had he continued there, or for the period after which an increment is earned in the time scale of the new post, whichever is less. But if the minimum pay of the time scale of the new post is higher than his substantive pay in respect of the old post, he will draw that minimum as initial pay;

(c) when appointment to the new post is made on the employee's own request and the maximum pay admissible in the time scale of that post is less than he substantive pay of the employee in respect of the old post, he will draw that maximum as initial pay.]”

5. In the compliance affidavit filed by respondent- Bank on 08.10.2017, a photocopy of affidavit duly sworn by petitioner on 22.01.2004 was placed on record that he will abide by conditions mentioned therein. For reference the same is reproduced hereinafter :-

“1. यह कि मैं बहलफ बयान करता हूँ कि मेरा नाम लालारवीन्द्र बहादुर पाल पुत्र स्व० लाल उमेश बहादुर पाल निवासी - बानपुर कोठी, सिविल लाईन, जनपद बस्ती का हूँ।

2. यह कि मैं बहलफ बयान करता हूँ कि मैं वर्तमान में (कर्मचारी वर्ग-3) के पद पर जिला सहकारी बैंक लि०, सिद्धार्थ नगर, में कार्यरत हूँ तथा अपने पूर्ण ज्ञान व सही स्मरण शक्ति के आधार पर बिना किसी दबाव के शपथपूर्वक यह वचन देता हूँ कि जिला सहकारी बैंक लि०, सिद्धार्थनगर, से त्याग पत्र देने के उपरान्त जिला सहकारी बैंक लि०, बस्ती में वर्ग-3 के पद पर संलग्न शर्तना में उल्लेखित शर्तों के अधीन योगदान करूंगा।

3. यह कि मैं बहलफ बयान करता हूँ कि मैं संलग्नक की 1 से 6 तक की शर्तों के अधीन बाध्य रहूंगा तथा मुझे उपरोक्त शर्त निर्विवाद रूप से मान्य है।

4. यह कि मैं बहलफ बयान करता हूँ कि उपरोक्त शपथ-पत्र की धारा 1 ता 3 मेरे निजी ज्ञान में सब सच व सही है कुछ भी झूठ नहीं है। ईश्वर मेरी मदद करे।

6. It is not under dispute that petitioner has not disclosed in writ petition about the aforesaid affidavit and conditions mentioned therein, therefore, it may be a case of misrepresentation. The Court may ignore it, however, a reply made by petitioner to compliance affidavit in regard to affidavit that it would be meaningless and no value in the eyes of law without even referring any reason that why aforesaid relevant fact was not disclosed when writ petition was filed, has initiated trouble. For reference paragraph No.5 of reply to compliance affidavit is reproduced hereinafter :-

“That the petitioner has been appointed in the respondent bank on ad hoc basis in the year 1978 as staff Gap Arrangement, but subsequently after arrival of selected candidates from the Cooperative Institutional Service Board, the services of the petitioner has been dispensed with on 10.01.1980, like other similarly situated employees of the bank.”

7. Learned counsel for respondent submitted that it was not a case of mutual transfer rather it was a case of fresh appointment and his pay was fixed as drawn by petitioner at initial stage, though the salary was given after including

increments. Learned counsel refers certain documents for fixation of salary, which are not under challenge.

8. In the aforesaid circumstances, there are more than one adverse factors on which the relief sought is denied i.e. petitioner has not disclosed about the fact of swerving an affidavit and conditions mentioned therein. A vague reply was submitted before this Court without disclosing any reason for not mentioning the said fact as well as that petitioner has served more than 13 years at his new post but he has never made any claim. Otherwise also on basis of averments and in terms of regulations, the salary is rightly fixed being its basic salary drawn by petitioner in earlier bank. Accordingly writ petition is **dismissed**.

Order Date :- 07.08.2025

P. Pandey