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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010572882024**+ **W.P.(C) 12202/2024****AMAN SINGH**

.....Petitioner

Through: Mr. Naman Jain, Adv. with the
petitioner in person

versus

DELHI TRANSPORT CORPORATION

.....Respondent

Through: Mr. Rikky Gupta, SC with Ms.
Ananya Singh, Adv.**CORAM:****HON'BLE MR. JUSTICE C. HARI SHANKAR****HON'BLE MR. JUSTICE VINOD KUMAR****JUDGMENT (ORAL)**

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19.08.2026**C. HARI SHANKAR, J.**

1. We may commence the recital of facts in the present case by referring to a notice dated 27 July 2018, served on the petitioner, who was working as a conductor with the Delhi Transport Corporation¹, whereby an amount of ₹ 4,45,740/-, purported to have been paid to him in excess, was sought to be recovered from his gratuity. A representation preferred by the petitioner against the said notice on 27 July 2018 was rejected by the DTC. An appeal preferred thereagainst met with the same fate. The petitioner, therefore, approached the Central Administrative Tribunal² by way of OA

¹ "DTC" hereinafter
² "Tribunal" hereinafter



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2063/2020.

2. It is profitable to reproduce the prayer clause in the OA, which read thus:

“In view of the above facts and ground mentioned above the Applicant prays that this Hon’ble Tribunal may be pleased to:

- a) Quash and set aside the impugned notice and orders dated 27.07.2018, 06.09.2018, and 26.11.2018 respectively, issued / passed by the Respondent;
- b) Direct the Respondent to correctly re-fix the pay of the Applicant herein, and thereafter grant all benefits to the Applicant, due under law, and make good on all shortfalls existing;
- c) Direct the Respondent to refund the amount illegally recovered / deducted from the amount of gratuity payable to the Applicant;
- d) Direct the Respond to pay such interest on all amounts due and payable to the Applicant, as may be deemed appropriate by this Hon’ble Court; and
- e) Pass any other orders as this Ld. Tribunal may deem fit in the interests of justice.”

3. We may note that the orders dated 27 July 2018, 6 September 2018 and 26 November 2018, of which quashing was sought in the OA, alleged that an amount of ₹ 4,45,740/- had been paid to the petitioner by mistake and proposed recovery thereof. As such, *the orders related both to refixation of the petitioner’s pay as well as recovery of the amounts stated to have been erroneously overpaid.*

4. The Tribunal, by order dated 18 October 2022, allowed the OA. The concluding para 9 and 10 of the order of the Tribunal read thus:



“9. Thus, this Tribunal is of the view that the recovery so ordered against the applicant needs to be quashed. Accordingly, the *impugned orders dated 27.07.2018, 06.09.2018 and 26.11.2018 are quashed* and the respondents are directed to refund the amount, which is already recovered from his salary or from pensionary benefits i.e., from the Gratuity of the applicant, within a period of 120 days from the date of receipt of a certified copy of this order.

10. The OA is disposed of in the aforesaid terms. There shall be no order as to costs.”

5. By quashing the order dated 27 July 2018, the Tribunal set aside not only the decision to recover ₹ 4,45,740/- from the petitioner but also the decision to refix the petitioner’s pay on the basis of which it was sought to be contended that amount of ₹ 4,45,740/- had been paid to the petitioner in excess.

6. The aforesaid judgment of the Tribunal was carried to this Court at the instance of the DTC by way of WP (C) 2927/2023, which was disposed of by a Coordinate Bench of this Court by order dated 10 March 2023, the concluding para 8 of which reads thus:

“8. Keeping in view the totality of the circumstances, *this Court is of the view that the impugned order should not be interfered with by this Court in exercise of its power under Article 226 of the Constitution of India.*”

7. Thus, with the passing of the aforesaid order of this Court, *the decision to refix the petitioner’s pay, as well as to effect recovery from the petitioner of the alleged overpaid amounts, both stood set aside.*

8. The DTC challenged the aforesaid order before the Supreme Court by way of SLP (C) 12433/2023 which was also dismissed *in*



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limine by the Supreme Court by order dated 5 July 2023.

9. As such, there is no escape from the fact that, up to the Supreme Court, *the stand of the respondent that the petitioner had been overpaid amount of ₹ 4,45,740/-, as well as the decision to recover the same amount from the petitioner, both stood set aside.*

10. The inexorable sequitur would be that the petitioner would be entitled not only to refund of the amount recovered from his gratuity but also to have his pay refixed as it was prior to the passing of the order dated 27 July 2018.

11. As the respondent was not, however, re-fixing the petitioner's pay and restoring the *status quo ante* as it stood prior to 27 July 2018, the petitioner approached the Tribunal once again by means of MA 94/2024, seeking a clarification in that regard. The prayer in the MA read thus:

“In light of the aforesaid, it is most humbly prayed that this Hon'ble Tribunal may kindly be pleased to:

A. Allow the present Application, and clarify the Order dated 18.10.2022, passed in the present OA, to the extent that the Respondent is directed to take all necessary action consequent to the Order dated 18.10.2022 being passed, thereby re-fixing the Applicant's pay correctly and disbursing all benefits in a time bound manner;

B. Direct the Respondent to pay interest at the rate of 18% p.a., on all dues illegally withheld, from the date they became due, till date of actual payment; and,

C. Pass any other orders as may be deemed necessary in the interest of justice.”



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12. Unfortunately, the Tribunal has mechanically disposed of the MA without, apparently, even noting what the MA actually sought. The MA was disposed of by the Tribunal by the following order dated 30 April 2024:

“Order of The Tribunal

M.A. No.94/2024 in O.A. No.2063/2020

The instant MA has been filed seeking certain clarifications in Order dated 18.10.2022 in the captioned OA.

2. After going through the records and pleadings available, it is amply clear that the respondents were directed to refund the amount, which is already recovered from his salary or from pensionary benefits i.e., from the Gratuity of the applicant, within a period of 120 days from the date of receipt of a certified copy of this order.

3. I find that there is no ambiguity in the said order. Hence, the same requires no clarification. Accordingly, the MA is dismissed.”

13. The Tribunal, therefore, while dealing with the MA, appears to have proceeded on the premise that the only issue involved was the aspect of refund of the amount recovered. The Tribunal has overlooked the fact that the petitioner’s main grievance was that, as the decision to refix his pay itself had been set aside, he was entitled to restoration of the pay being drawn by him prior to the passing of the order dated 27 July 2018.

14. Aggrieved by the order dated 30 April 2024, passed by the Tribunal in the MA, the petitioner has approached this Court by means of the present writ petition.



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15. We have heard Mr. Naman Jain, learned Counsel for the petitioner and Mr. Rikky Gupta, learned Standing Counsel for the respondent, at length.

16. Learned Counsel for the respondent submits that the only aspect of the matter which was taken up by the Division Bench of this Court in its order dated 10 March 2023 while disposing of WP(C) 2927/2023 was the aspect of refund of ₹ 4,45,740/-. He submits that the order cannot be read as one which interferes with the decision to refix the petitioner's pay. Rather, submits learned Counsel for the petitioner, in cognate matters listed involving other similarly situated employees, this Court had, by other orders, upheld the decision to refix the pay of the respondents in those cases.

17. Learned Counsel for the respondent also submits that the amount of ₹ 4,45,740/- stands refunded to the petitioner, which learned Counsel for the petitioner also acknowledges.

18. We cannot be concerned with orders passed by the Division Bench of this Court in other matters, as the order dated 10 March 2023 was carried in appeal to the Supreme Court and the SLP was also dismissed, albeit *in limine*. While this may not amount to merger of the order passed by this Court with the order passed by the Supreme Court, nonetheless, it clearly indicates that the order dated 10 March 2023 passed by this Court in WP (C) 2927/2023, in which the petitioner was the respondent, has attained finality. No application was ever moved for clarification of the said order.



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19. Para 8 of the order dated 10 March 2023, in categorical terms, holds that there was no cause to interfere with the order passed by the Tribunal. The entire order passed by the Tribunal, therefore, stands affirmed, and the affirmation stands upheld by the Supreme Court.

20. The order passed by the Tribunal was not restricted to the aspect of refund but also set aside the order dated 27 July 2018 in which it was stated the amount of ₹ 4,45,740/- had been paid to the petitioner in excess. In other words, the very stand of the respondent that an amount of ₹ 4,45,740/- was paid to the petitioner in excess stands discredited by the Tribunal and by this Court, against which the challenge to the Supreme Court has also failed.

21. The respondent was, therefore, duty bound to reverse the decision contained in the order dated 27 July 2018.

22. As such, the impugned order dated 30 April 2024 passed by the Tribunal in MA 94/2024 is quashed and set aside. It is clarified that the petitioner would be entitled to all benefits which would flow from the setting aside of the order dated 27 July 2018. This would, needless to say, entail restoration of the petitioner's pay as it stood prior to the passing of the order dated 27 July 2018

23. Let the consequential payments to the petitioner, if any, be made within a period of six weeks from today.



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24. The writ petition stands allowed in the aforesaid terms with no orders as to costs.

C. HARI SHANKAR, J.

VINOD KUMAR, J.

AUGUST 19, 2026/AR