IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.2272 of 2015

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1.Rajeev Singh son of sri Mohan Prasad Singh, resident of Lane NO. 2, Mehta Compound, Near Bharat Dairy, P.O. Rambagh, district Muzaffarpur, at present posted at Central Bank of India, Sahebganj Branch, Kurnowl, Muzaffarpur.

2.Praveen Ranjan, son of sri Mithilesh Prasad sinha, resident of Prabhat Nagar, P.O. Shekhpur, District Muzaffarpur, at present posted at Central Bank of India, Muzaffarpur Branch, Saraiyaganj, Muzaffarpur.

3.Rakesh Roshan, son of Late Awadh Kishore Prasad, Ward No. 2, Sri Krishna Nagar, P.O. Dumra, District Sitamarhi at present posted at Central Bank of India, Madhopur Chaturi, Ratwara chowk Branch, Sitamarhi.

.... Petitioner/s

Versus

1.The Union of India through the Finance Secretary, Govt. of India, Parliament Street, New Delhi.

2.The Finance Secretary, Govt. of India, Parliament Street, New Delhi.

3.The Director, Department of Personnel & Training, Ministry of Personnel, Public Grievance and Pension, North Block, New Delhi.

4.The Director, Department of Financial Services, Jeevan Deep Building, Parliament Street, New Delhi.

5.The Indian Banks Association through its Chairman, World Trade Centre Complex, Centre-1, 6th Floor, Cuffee Parade, Mumbai.

6.The Central Bank of India through its Chief Managing Director, Corporate Office, Central Bank of India, Chandermulhi, Naran Point, Mumbai.

7.The Zonal Manager, Central Bank of India, Zonal officer, 2nd Flooor, Block 'B' Maurya Lok Complex, Dak Bunglow road, Patna.

8.The Regional Manager, Central Bank of India, Pawapuri Building, Bhagwanpur Chowk, NH-28, Muzaffarpur.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Dr. Harendra Kumar Singh, Adv

For the Respondent No. 1 : Mrs. Kanak Verma C.G.C

For the Respondent Bank : Mr. Ajay Kumar Sinha, Adv

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CORAM: HONOURABLE MR. JUSTICE MIHIR KUMAR JHA

ORAL JUDGMENT

2 05-02-2015 Heard learned counsel for the parties as with regard to the following reliefs, prayed in this writ application:-

> *"For issuance of an order/direction or appropriate writ including the writ of mandamus commanding the respondent authorities to proved deserving pay scale to the petitioners w.e.f. the date of their joining.*
>
> *For issuance of an order/direction or*

appropriate writ to the Respondent authorities to consider Last Pay Certificate of petitioners on the principle of pay protection and for fixation of their pay w.e.f. their joining their respective branch.

For issuance of an appropriate order/direction or writ or an appropriate declaration holding that the petitioners being Ex-Defence personnel are entitled for their legitimate demand of pay after 6th Pay Commission as applicable to them."

2. Learned counsel for the petitioners in support of the aforementioned prayer has relied on the instructions issued by the Government of India as contained in Annexures 1 to 5 for establishing that in view of the instructions contained therein the respondent-Central Bank of India (hereinafter referred to as the Bank) would be under an obligation to fix the pay scale of the petitioners at least in the minimum salary drawn by them while they were serving in the Armed Forces. He has also relied on the communication of the Indian Bank Association which according to him had been addressed to all the public sector banks for re-fixation of pay of ex-servicemen serving in the bank on or after 01.01.2006. On the basis of all these communications contained in Annexure-1 to 6, the plain

and simple case of the petitioner is that as there is concept of pay protection to the army personnel, the Central Bank of India cannot exploit their services which would affect the rights guaranteed under article 14 and 16 of the Constitution of India. In this regard, plea of discrimination also has been pressed by the learned counsel for the petitioners by referring to certain pay fixation made in the establishment of the Bank in question which is at Darbhanga, Saharsa and Siwan.

3. Mr. Ajay Kumar Sinha, learned counsel appearing on behalf of Central Bank of India on the other hand has submitted that the petitioners are bound by the terms and conditions of their appointment letter which nowhere even remotely speak of pay protection on the basis of their past salary drawn in the Armed Forces. He has further submitted that Central Bank of India is a nationalized bank and is only guided by the Government of India in the matter of policy and that too when there is specific direction to this effect. He has further submitted that petitioner no. 2 is getting higher

salary than what he was getting in the armed forces. To that extent, he relies on a communication of the Bank dated 13.12.2013 as contained in Annexure-10. He has finally submitted that the application of the petitioners to say the least is vague and does not at least go to show that last salary drawn by him of the Bank while they were serving the Armed Forces were actually protected.

4. Based on the aforementioned submission, when this Court has perused the materials on record, this Court finds that the petitioners are having misconceived notion about themselves. They had only served in the Indian Army for sometime and after that they had either resigned or thereafter have been discharged from the service after completion of their engagement period. The petitioners had thereafter sought appointment in the services of the Bank pursuant to an advertisement and after their selection they were handed over their appointment letter which for the sake of clarity and convenience is quoted hereinbelow:-

> *"18. If you are agreeable to accept this provisional appointment on the above terms and conditions, please return the duplicate copy of this Memo duly signed by you."*

5. As would be found now that the Bank had at that point of time made clear about payment of salary and all other terms and conditions as is envisaged in clause-18 and the petitioners have happily accepted the terms and conditions with their wide open eyes while joining the service of the Bank. It is not in doubt that the petitioners have accepted the terms and conditions while offer of appointment was sent to them. The Bank is a an independent organization which has its own rules and regulations and therefore, it is not the Government of India but bank itself to pay salary to its employees. The payment of deficit of amount for the services rendered in the Armed Forces, is not the liability of the bank nor it is under obligation to give the same pay scale which was given to them in the Armed Forces.

6. That apart here a question of determination of fact would also arise in case of petitioner no. 2. It has been clearly recorded that whatever emoluments is being paid by the Bank to the petitioner no. 2, is drawing

higher than the than the pension received by him from the Armed Forces. To that extent it would be relevant to record the order dated 13.12.2013:-

"REGIONAL OFFICE, MUZAFFARPUR
RO/HRD/13-14/318 Dated 13/12/2013
Branch Office
Muzaffarpur

Reg: Fixation of pay of re-employed defense personnel, Shri Praveen Ranjan, 'SWO' at your end.

Ref: Your letter dated 11/12/2013.

We represent hereunder the comparative salary paid to Shri Praveen Ranjan, SWO, paid at defense service and presently at bank, on reemployment:

Rekonable Components	*At Defence*	*In Bank*
Pay in Band/Basic	*11270.00*	*8000.00*
Grade Pay/DA	*2800.00*	*7116.00*
HRA		*560.00*
Total	*14070.00*	*15676.00*

The above representation shows, the salary of Shri Ranjan is on higher side. The components reckonable are as per the extant policy of bank. The present salary of Shri Ranjan merit no fixation. If there arises any change in future, advise the member to represent accordingly.

We further advise to get the applications/requests of the branch recommended by the competent authority, for sending it to higher office.

Senior Manager, (HRD)."

7. When this part of the order is being dictated, learned counsel for the petitioner has submitted that this is factually incorrect. In such a situation this Court will have to advert to the pleadings of the writ petition but from the pleadings in relation to Annexure-10 series

where the document in question has been enclosed. All that has been said is as follows:-

> *"That the petitioners have represented respondent authorities for their appropriate pay fixation on the basis of their Last Pay Certificate, their grievance has been resolved."*

8. If this statement of petitioner no. 2 in relation to Anneuxre-10 is with regard to the aforementioned letter of the Bank dated 13.12.2013, it would be very difficult for this Court to hold that the petitioners have said about aforementioned pay fixation to be incorrect.

9. As a matter of fact, even the plea of discrimination also suffers from the same vagueness as would be evident from the reading of paragraph no. 13 of the writ petition, which for the sake of clarity and convenience is quoted hereinbelow:-

> *"That the Central Bank of India has fixed pay of other similarly situated employee in different branches in a different manner which is evident from the pay fixation chart of regional office, Darbhanga, Saharsa and Siwan but these petitioners have been left behind with less payment."*

10. Thus this statement in paragraph no. 13 of the writ petitioners as with regard to plea of their

discrimination, it would be difficult for this Court to hold the petitioners really want to take that others who have worked in the bank in the district of Darbhanga, Saharsa and Siwan are being paid their salary by way of pay protection. That has never been contended in paragraph no. 13, therefore the plea of discrimination is wholly misconceived.

11. That being so, this writ application must fail and is, accordingly, dismissed with an observation that if the petitioners are not desirous to work on the terms and conditions defined in their appointment letters, they can definitely approach the bank so that the bank after dispensing their service can get the employees, who can be paid their salary as per the service condition of the bank.

12. With the aforesaid observation, this writ application is disposed of.

(Mihir Kumar Jha, J)

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