IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15.09.2025

CORAM :

THE HONOURABLE MR.JUSTICE R. SURESH KUMAR
AND
THE HONOURABLE MR.JUSTICE HEMANT CHANDANGOUDAR

W.A.Nos.2545, 2551 & 2570 of 2025

The Managing Director
Chennai Petroleum Corporation Ltd. Appellant
Manai, Chennai – 68. .. in all W.A.s

Vs.

1. A.Padmanathan
2. R.Nagarajan
3. P.V.Sivakumar
4. V.Ashok Kumar
5. K.Soundararajan
6. S.Govindan
7. G.Sudhamani
8. L.Kumar
9. C.Kesavan
10. Saraswathivannan
11. V.Rajkumar
12. A.Mahalingam
13. A.James
14. T.Damodaran
15. V.T.S.Arulsevakumar
16. M.Sankaranarayanan
17. A.Dhanasekaran
18. T.Durairaj
19. K.P.Vigneswari
20. N.Senthilkumar
21. K.Purushothaman
22. C.A.Clarence Moth
23. S.Murugan
24. S.Prabhakaran
25. R.Jayavelu
26. S.Gajendra Babu

27. P.Ravikumar
28. S.Srinivasan

29. The Secretary to Government of India
Ministry of Heavy Industries and Public Enterprises
Department of Public Enterprises
Block 14, C.G.O.Complex
Lodi Road, New Delhi – 110 003.

30. The Chairman
Indian Oil Corporation Ltd.
Indian Oil Town, 3079/3
J.D. Ditto Marg, Sadiq Nagar
New Delhi – 110 049. .. Respondents in W.A.No.2545 of 2025

1. R.N.Damodarun
2. A.Murugan
3. S.Ravisankar
4. M.Chandrasekaran
5. C.Venkatesan
6. B.Ravi
7. K.Govarthanam
8. S.Kanagasabapathy
9. M.Vanagamudi
10. R.Murugiah
11. S.Ramasamy
12. D.Manogaran
13. N.Baskaran
14. S.Anandan
15. S.Balasubramanian
16. S.Subramani
17. J.Padmanaban
18. G.Govindaraju
19. D.Ravi
20. M.A.Prabhavathy
21. V.S.Sivanandam
22. A.Alagiri
23. P.Banumathy
24. M.Jadageesan
25. H.Suresh
26. S.E.J.Babu
27. N.Senthil Kumar
28. S.Karthikeyan
29. C.Srinivasan

30. G.Sundaralingam
31. M.Srinivasan
32. K.Balamurugan

33. The Secretary to Government of India
Ministry of Heavy Industries and Public Enterprises
Department of Public Enterprises
Block 14, C.G.O.Complex
Lodi Road, New Delhi – 110 003.

34. The Chairman
Indian Oil Corporation Ltd.
Indian Oil Town, 3079/3
J.D. Ditto Marg, Sadiq Nagar   Respondents in
New Delhi – 110 049.   .. W.A.No.2551 of 2025

1. Baskaran M
2. Balachandiran K
3. Manohar J
4. Palani E
5. Kumar K
6. Athikesavalu S
7. Gunasekaran R
8. Sankar D.M.
9. Velusamy R
10. Somasuntharam M
11. Pooncholai P
12. Vinayagamurthy M
13. Raama Vhempaiyan
14. Kannan K
15. S.Kalyanasundaram
16. Magesh S
17. Pazhaniappan K
18. Murugan V
19. Suresh M.N
20. K.Sivasubramaneapillai
21. Gnanasekaran G
22. Lakshmipathy K
23. Indiran K
24. Ravikulan K
25. Dinakaran M.S
26. Namasivayam K
27. Selvam V
28. Vaithilingam S

29. Sivakumar R.N
30. Sooriyamoorthi G
31. Kannapiran V
32. Sankar S
33. Rajendran S
34. Ranganathan S.P
35. Selvam D
36. Abdul Latheef S
37. Sivakumar M
38. Jothinathan R
39. Munivel C
40. Maheswari G
41. Natarajan R
42. Amuthan K
43. Manogaran A
44. Krishnasamy D
45. Murugesan N
46. Padmanabhan J
47. Sivasubramanian A
48. Kumarasivam M
49. Sivakkumar R.G
50. Arul Kumar D
51. Baskaran D
52. Murugaiyan S
53. Vetri Selvan C
54. Haridoss S
55. Dhandapani P

56. The Secretary to Government of India
Ministry of Heavy Industries and Public Enterprises
Department of Public Enterprises
Block 14, C.G.O.Complex
Lodi Road, New Delhi – 110 003.

57. The Chairman
Indian Oil Corporation Ltd.
Indian Oil Town, 3079/3
J.D. Ditto Marg, Sadiq Nagar
New Delhi – 110 049. .. Respondents in W.A.No.2570 of 2025

Prayer in W.A.No.2545 of 2025: Appeal filed under Clause 15 of the Letters Patent, against the common order dated 24.04.2025 made in W.P.No.13739 of 2018;

Prayer in W.A.No.2551 of 2025: Appeal filed under Clause 15 of the Letters Patent, against the common order dated 24.04.2025 made in W.P.No.25428 of 2017; and

Prayer in W.A.No.2570 of 2025: Appeal filed under Clause 15 of the Letters Patent, against the common order dated 24.04.2025 made in W.P.No.1506 of 2018.

For the Appellant in all W.As	:	Mr.AR.L.Sundaresan Additional Solicitor General assisted by Mr.S.Arjun Suresh
For R1 to R28 in W.A.No.2545 of 2025, For R1 to R32 in W.A.No.2551 of 2025 & For R1 to R55 in W.A.No.2570 of 2025	:	Mr.Vijay Narayan Senior Counsel for Mr.P.Vasanthakumar

COMMON JUDGMENT

(Judgment of the Court was made by R.SURESH KUMAR, J.)

Since these three intra-Court appeals have arisen out of the common order passed by the Writ Court dated 24.04.2025, all the three writ appeals were heard together and are disposed of by this common order.

2. That the writ petitioners are the employees of the Chennai Petroleum Corporation Limited[1], who were originally working as Workmen and subsequently got promoted either as Assistant

1 *For brevity, hereinafter referred as "CPCL"*

Managers or Engineers.

3. For the sake of convenience, before promotion, they could be called as "*Workmen Class*" and after promotion, they could be called as "*Officers*".

4. It is to be noted that the CPCL has produced a Settlement Deed, entered into between the Management of the CPCL and the Workmen, dated 12.12.2012. As per this settlement, among other things, an important Clause has been incorporated between the Workmen/employees and the Management of CPCL, whereby, the Workmen who got promoted on or after 16.01.2013 would be considered for a special pay in the Workmen category at the rate of 6% of their basic pay. In other words, before such promotion is operated, these Workmen, covered under the settlement, would get 6% additional pay in *lieu* of additional working hours provided to them.

5. In this context, additional working hours has been provided under Clause 16.1 with effect from 16.01.2013, where, it is suggested that the Workmen would be shifted to the following working pattern:

"16.1 With effect from 16.01.2013, Workmen will shift to following working pattern:

Existing	Revised
(i) General Shift – 41.5 hrs/week – 5 day + 2 W.Off (ii) Rotating Shift – 42 hrs/week – 6 day + 2 W.Off	General Shift & Rotating Shift – 46 hrs/Week – 6 day + 1 W.Off and Specified Departments / Categories in General Shift – 36.25 hrs/week – 5 day + 2 W.Off

6. In the said Settlement Deed, Clause 9.2 provides that, with effect from the date of implementation of the revised working hours, as per Clause 16, the Workmen who are given Fitment benefit as on 31.12.2006, as per Clause 6, and who are on rolls of the Corporation as Workmen on the date of implementation of the revised working hours would be given an additional amount of 6% of revised Basic Pay, which will be added to the Basic Pay.

7. Therefore, by virtue of this settlement reached between the parties and by implementation of the same, all those Workmen who are on rolls of the Corporation, that is CPCL, as on 31.12.2006 and also have been continuously as Workmen as on 16.01.2013, were

given the benefit of additional amount of 6% of the revised Basic Pay. Therefore, naturally, the pay of those Workmen were enhanced.

8. It is, in this context, to be noted that, after 16.01.2013, those Workmen who have been given such benefit of 6% additional Basic Pay, as per the settlement stated *supra*, were also given promotion in the Officers' cadre as either Assistant Managers or Engineers. Therefore, naturally, when the pay is fixed in the promotion cadre, their pay would be accordingly fixed by taking into account the additional pay already registered on them prior to the promotion.

9. Only in this context, the controversy arose where all these writ petitioners, who were originally Workmen, had subsequently been promoted into Officers' cadre, either as Assistant Managers or Engineers, but all such promotions were operated prior to 16.01.2013. Therefore, the benefit of settlement dated 12.12.2012 would not be made applicable to those Workmen who had already been promoted prior to 16.01.2013.

10. As a result, all these writ petitioners, who had been

working as either Assistant Managers or Engineers in the Officers' cadre, who got promotion prior to 16.01.2013, have been fixed the pay in the Officers' cadre, which is absolutely lower than the pay fixed now for those Workmen who had been promoted after 16.01.2013. The resultant situation being that, in the Officers' cadre, the seniors, that is the writ petitioners, would get lower pay, whereas, the Workmen, who got promoted into Officers' cadre after 16.01.2013, would get higher pay.

11. This, in fact, had been the grievance of these writ petitioners and in this context, on the date on which the settlement had been reached, that is on 12.12.2012, a communication had been sent by the General Manager (HR), CPCL, to the General Secretary of the Officers'/Workers' Association, where these writ petitioners were Members, which is a clarification given by the Management of the CPCL that, the amount would be available only to those Workmen who are on the roles of the Company as on 31.12.2006 and continue on the roles of the Company as Workmen on the date of implementation, that is on 16.01.2013.

12. However, it is further stated on behalf of the CPCL on the said letter dated 12.12.2012 that, the Management agreed to

review the issue arising out of the pay situation in the said case. Thereafter, some correspondence had been there between the writ petitioners or their Association and the CPCL Management and every time, such assurances had been given for reconsideration of their plea of reviewing their pay scale.

13. This position has been continuing till 2016 and ultimately, on 03.02.2016, in the discussions held between the Management of the CPCL and the Chennai Petroleum Officers' Association[2] with regard to the payment of 6% of Basic Pay to 114 Officers, who are none other than the writ petitioners herein, the CPOA requested to consider the payment of additional 6% Basic Pay to Supervisory employees, who were promoted from non-Supervisory cadre during the period 2007 and 2012. Therefore, these writ petitioners and their Association were under the impression that the Management of the CPCL would consider their case and come out with some solution.

14. When that being so, as nothing was forthcoming from them, that is the CPCL Management, the employees joined together and filed writ petitions in the year 2017 and in 2018, originally, with

2 *For brevity, hereinafter referred as "CPOA"*

the prayer seeking a writ of mandamus to direct the third respondent therein, who is none other than the Managing Director of the CPCL, to declare the writ petitioners as "*Workmen*" for the purpose of implementation of Clause 9.2 of the Settlement Deed dated 12.12.2012 and consequently direct the said third respondent to implement one time special benefit of 6% to the writ petitioners, along with interest at the rate of 9% per annum within a time frame.

15. However, the said prayer was amended by the orders of this Court dated 05.07.2024 to the effect that, seeking a writ of mandamus, to direct the CPCL to rectify the pay anomaly of the writ petitioners arising out of Clause 9.2 of the Settlement Deed dated 12.12.2012 and consequently, fix the pay of the writ petitioners on par with their juniors who were promoted subsequently, that is on or after 16.01.2013, and to pay the arrears to the writ petitioners along with interest at the rate of 9% per annum within a time frame.

16. These writ petitions were heard and disposed of by the common impugned order dated 24.02.2025 by the Writ Court, where, the writ petitions were allowed and the third respondent

therein, who is the CPCL Management, was directed to rectify the pay anomaly of the writ petitioners arising out of Clause 9.2 of the Settlement Deed dated 12.12.2012 and consequently, to fix the pay of the writ petitioners on par with their juniors who were promoted subsequently, that is on or after 16.01.2013, and to pay arrears to the writ petitioners at the rate of 4% per annum.

17. Therefore, the prayer, in *toto,* sought by the writ petitioners in all the three writ petitions were allowed, except a small modification with regard to the rate of interest, since they sought 9%, which was allowed only at 4%.

18. Aggrieved by the said order passed by the Writ Court dated 24.04.2025, these intra-Court appeals have been directed at the instance of the Managing Director of the CPCL. That is how, all these three writ appeals came up for consideration before us.

19.1. In support of these appeals and assailing the impugned common order passed by the Writ Court, *Mr.AR.L.Sundaresan*, learned Additional Solicitor General of India, appearing for the appellant, would contend the following averments:

a) That the writ petitions ought not to have been entertained by the Writ Court on the ground of delay and latches.

b) The writ petitioners, admittedly, were promoted well prior to 16.01.2013, therefore, the Clauses made in the Settlement Deed dated 12.12.2012, for getting 6% additional pay of their Basic Pay for the enhanced working hours, would not be made applicable to them. Therefore, they are not entitled to get any such benefits as they sought.

c) Assuming that they are entitled to get the enhanced pay on par with their juniors, such an enhanced pay cannot be sought from the date when their juniors got promoted, but assuming, without admitting, that they are entitled to such an enhancement at the first instance for three years only, prior to their asking upon, at least from the date when the amendment was sought by them by asking a writ of mandamus to rectify the pay anomaly of the writ petitioner arising out of Clause 9.2 of the Settlement Deed dated 12.12.2012 and for fixing the pay on par with the juniors.

d) Assuming that they are entitled to get the enhanced pay on par with their juniors, in order to get the arrears, interest cannot be claimed by them, as allowed by the Writ Court, even to the extent of 4%, as it is not a commercial transaction, nor, the entitlement of the enhanced pay on par with their juniors has not been asked by them initially, as they approached the Court of Law only belatedly in the year 2017 and 2018 and even then, their actual prayer has been sought only in the year 2023, which was allowed in the year 2024.

e. Therefore, at no stretch of imagination, they are entitled to such an interest, hence, allowing of the interest, even at the rate of 4% as ordered by the Writ Court through the impugned order, is not permissible.

These are all the major points which have been brought before us by the learned Additional Solicitor General appearing for the appellant.

19.2. In support of his contentions, he has relied upon some decisions, which we would deal with at a later point.

20.1. *Per contra*, *Mr.Vijay Narayan*, the learned Senior Counsel appearing on behalf of the writ petitioners/employees, has given his reply arguments stating that, insofar as the point of delay and latches are concerned, the employees have been agitating the issue from day one. In order to establish the said point, the learned Senior Counsel would invite our attention to various communications dated 12.12.2012, 20.03.2015 as well as the communication dated 03.02.2016. In all these communications, the CPCL Management has made it categorically clear more than once that, the plea raised by these employees, that is the Officers who got promoted prior to 16.01.2013, would be considered and the 6% additional pay of the Basic Pay, as requested by these Officers, would be considered on the basis of the financial stability of the CPCL.

20.2. He would also submit that, since these correspondences have been made continuously by the CPCL Management, dating from 12.12.2012, the date on which the Settlement Deed has been reached or published, till 2016 and even thereafter, since nothing was forthcoming from the side of the CPCL Management, having awaited for a reasonable period, immediately, the employees, that is the writ petitioners, joined together and filed these three writ petitions in the year 2017 and in 2018.

20.3. Therefore, on the side of the writ petitioners, they have not delayed the issue, nor they have not acted upon and it is not a case where the Doctrine of Delay and Latches could be invoked at all, he contended.

20.4. Insofar as the entitlement of these employees to get the enhanced pay on par with their juniors is concerned, the learned Senior Counsel appearing for the writ petitioners has relied upon various decisions to put-forth the legal proposition that, when the employees working in the same Organization and in the same position are treated differently, that too paying lesser salary to the seniors and higher salary to the juniors, such pay disparity has to be immediately rectified. Therefore, in order to rectify such pay anomaly, many occassions, the Writ Courts have come to the rescue by giving directions to that effect. Therefore, at no stretch of imagination, it could be argued that the juniors are entitled to get higher pay, whereas, the seniors are getting lesser pay, that too working in the same Organization with same set of job nature.

20.5. The learned Senior Counsel would also point out that, because of the seniority, these writ petitioners who were given promotion prior to 16.01.2013, even in the promoted position, either as Assistant Managers or as Engineers or in any other category, were also asked to adopt the enhanced working hours as that of the workers, that is the Workmen, with whom the enhanced working hours have been implemented by virtue of the Settlement Deed between the CPCL Management and the employees dated 12.12.2012 and therefore, it cannot be stated that the writ petitioners, being the seniors, who got promotion to the Officers' cadre, have not been working as per the enhanced working hours.

20.6. When that being so, both the Officers' cadre as well as the Workmen cadre, since have been put under the enhanced working hours, the enhanced pay, which is applicable to the Workmen, cannot be said to be non-applicable to the Officers alone and if such a stand is taken by the CPCL Management, that will be a clear case of discrimination, which would amount to violation of Articles 14 and 16 of the Constitution of India and on that score also, by citing several decisions, the learned Senior Counsel appearing for the respondents/writ petitioners craves leave of this Court to sustain the order passed by the learned Writ Court, which is impugned herein.

20.7. On the rate of interest that has been allowed by the learned Judge at 4% for the payment of arrears of difference of salary, the learned Senior Counsel would submit that, though the writ petitioners sought 9% of interest, which normally would be allowed in these type of cases, the learned Judge has reduced the same to only 4%, which is a very very minimal interest and therefore, the CPCL Management could not have any grievance with regard to the percentage of interest for the belated payment of arrears also. Therefore, to that extent also, the learned Senior Counsel would contend that the order impugned does not warrant any interference.

21. We have considered the said rival submissions made by the learned counsel appearing for both sides and have perused the materials placed before this Court.

22. Though the issue raised in these appeals appears to be a complicated one, but in reality, it is simple and to say that, whether

the pay disparity between the seniors and juniors working in the same Organization has to be rectified or not and in that case, whether the writ petitioners, admittedly being the seniors, would be entitled to get enhanced pay on par with their juniors and if so, from which date such an enhancement should be given effect to, are the questions arising for consideration, which, in fact, have been answered by the learned Judge in the order which is impugned. Nevertheless, since these questions have arose, challenging the said order in these intra-Court appeals and arguments were advanced by both sides, we have to delve into these questions once again in these appeals.

23.1. The main document which triggered the issue, which has been taken up here, is the Settlement Deed between the employer-employee dated 12.12.2012. Under this Settlement Deed, the terms of settlement speak about various aspects and Clause 3.1 of the Settlement states that, the settlement shall apply to all categories of Workmen, as defined in the Industrial Disputes Act, 1947, employed in any one of the scales of pay as mentioned in Clause 5.1 and continued in service thereafter.

23.2. Clause 3.2 of the Settlement Deed would say that, the

Workmen who were in the service of Corporation as on 01.01.2007, but separated from service after 01.01.2007 due to resignation with the consent of the Management, retirement or death will be eligible for benefits of pay revision upto the date of their separation. Similarly, the Workmen who were promoted to Officers' Grade during the period from 01.01.2007 to the date preceding the date of Settlement shall be paid amounts that would have been due to them upto the date of promotion.

23.3. Clause 9.2 of the Settlement Deed reads thus:-

> *"9.2 With effect from the date of implementation of revised working hours as per Clause 16.0, workmen who are given Fitment benefit as on 31.12.2006 as per Clause 6 and who are on rolls of the Corporation as Workman on the date of implementation of revised working hours would be given an additional amount of 6% of revised Basic Pay, which will be added to the Basic Pay."*

As per Clause 9.2, with effect from the date of implementation of the revised working hours as per clause 16.0, Workmen who are given Fitment benefit as on 31.12.2006, as per Clause 6, and who are on rolls of the Corporation as Workmen on the date of implementation of revised working hours would be given an additional amount of 6% of revised Basic Pay, which will be added to the Basic Pay.

23.4. Therefore, the major criteria that has been fixed under Clause 9.2 of the Settlement is that, "*the Workmen who are on the rolls of the Corporation as Workmen on the date of implementation of the revised working hours*". The revised working hours has been implemented with effect from 16.01.2013, which has been mentioned in Clause 16.1 of the Settlement Deed, which we have extracted hereinabove. Therefore, the criteria that has been fixed under these Clauses of Settlement is that, the Workmen who are on the rolls on 16.01.2013 alone would be entitled to get the benefit of 6% additional pay of the Basic Pay, provided, if they have entered into revised working hours as per Clause 16.

23.5. Only under this Clause, the Workmen, who are on the rolls as on 16.01.2013, have categorically been put under entitlement to get the revised pay at the rate of 6% of the Basic Pay. To that extent, there has been no quarrel.

23.6. However, after implementation of the Settlement Deed with effect from 16.01.2013, by giving the enhanced pay to the Workmen category and subsequently, by virtue of the seniority, those Workmen who have been given such benefits also would have earned promotion to the next higher cadre, that is Officers' cadre, either as Assistant Manager or Engineer. Once they moved on to the promotional cadre, the pay is fixed for the promotional position by taking into account the awarded enhanced pay at the Workmen cadre by the Management.

23.7. Only to those who got promotion to the Officers' cadre after 16.01.2013, the pay has been fixed on the higher side, whereas, the Workmen who worked in the capacity as Workmen prior to 16.01.2013 and got promotion as Officers by virtue of their seniority, would have been fixed a particular pay for the Officers' cadre, however, such a pay is now lesser than the pay fixed for the juniors who got promoted to the Officers' cadre after 16.10.2013.

24.1. Here, it is further to be noted that, the Officers who got promoted even prior to 16.01.2013 were also put under the enhanced working hours. Therefore, it makes no difference whether the Workmen or the Officers were put under the enhanced working hours from 16.01.2013 and hence, it cannot be stated that those Offices who had been promoted prior to 16.01.2013 had not been put under enhanced working hours.

24.2. Insofar as the working hours is concerned, the seniors as well as the juniors were put under the enhanced working hours and they have worked under the same Organization, that is CPCL. The one parity between these two sides of people is that, they have worked under some arrangement in the same category of Officers, either as Assistant Managers or Engineers, and both set of people have been working under the enhanced working hours.

24.3. When these two set of people are working with the same set of working conditions, also in the same cadre, whether higher pay could be fixed to the juniors than the seniors and if at all the juniors have been fixed higher pay because of the fixation that has already been made during their service as Workmen after 16.01.2013, even then, once such promotion is given in the Officers' cadre, if they accrue higher scale of pay in the promotional cadre also, whether the same pay is to be fixed and extended to the seniors who had already been promoted to the Officers' cadre or not is the question to be answered.

25.1. In this context, *Mr.Vijay Narayan*, the learned Senior Counsel appearing for the writ petitioners, has relied upon the following decisions:-

S.No.	Particulars	Page No
1.	***Union of India vs. P.Jagadish and Ors.***[3]	1
2.	***Gurucharan Singh Grewal and Anr. vs. Punjab State Electricity Board***.[4]	6
3.	***Union of India vs. Shri C.R.Madhava Murthy***[5]	10
4.	***Director National Institute of Technology Calicut and Ors. vs. Dr.Muraleedharan. C and Ors.***[6]	17
5.	***Registrar, Kerala Agricultural University vs. Dr.K.Elizabeth K. Syriac***[7]	22

25.2. By relying upon these decisions, the learned Senior Counsel would contend that, in all these cases, the celebrity principle is that, the seniors should not be supplied with lower pay when the juniors are getting higher pay and that type of pay anomaly should be rectified then and there. That principle has been underlined and implied in all these decisions, which have been cited by the learned Senior Counsel appearing for the writ petitioners. Therefore, the settled principle of "seniors should get equal pay on par with their juniors" could not be unsettled or upsetted by making two different fixation of pay in the same cadre working under the same Management, here, it is CPCL.

3 *(1997) 3 SCC 176*

4 *(2009) 3 SCC 94*

5 *Civil Appeal Nos.2087-2088 of 2022*

6 *(2020) SCC Online Ker 1755*

7 *2022 LiveLaw (Ker) 133*

26.1. In this context, even though the learned Additional Solicitor General appearing for the appellant would rely upon the decisions in ***Calcutta Municipal Corporation and Anr. vs. Sujit Baran Mukherjee and Ors.***[8] and in the case of ***Union of India and Anr. vs. R.Swaminathan and Ors.***[9]***,*** having gone through the said decisions, we feel that both the decisions have not advanced the case of the appellant.

26.2. The reason being that, in the case of ***Sujit Baran Mukherjee*** (cited *supra*), if we look at paragraphs 4, 5 and 6, the underlined principle that, the principle of stepping up of the pay would arise only when a junior employee, on his promotion, is drawing higher pay than his seniors and in that case, they would be entitled to the stepping up of the pay, so as to be on par with them on the principle that, the persons who are similarly situated and are drawing the same scale of pay and are doing the same duty and being senior to the persons drawing higher pay, are entitled to have their pay stepped up by that principle, is inapplicable to the situation, as in the present case, where a junior person on transfer

8 *(1997) 11 SCC 463*

9 *(1997) 7 SCC 690*

to a different place is being paid extra payment by way of a special pay or overtime pay, whatsoever the nomenclature be and would be treated as special pay. Such a fortuitous circumstances would not be a ground for other seniors to claim parity of pay by stepping up of their scale of pay.

26.3. After recording this condition, the Hon'ble Supreme Court has held that, if the contention is given acceptance, the extra salary would become payable to persons who do not take pains and do the normal work while staying in a convenient post/place with indolence, whereas, the person who undertakes special responsibility or puts up hard work would be put on a par and stepping up of pay would be a premium on laziness and indolence.

26.4. Here, it is not the same situation, as both the senior set of people as well as the junior set of people have been working in the same cadre of Officers, that is Assistant Managers or Engineers of the CPCL, and the senior batch had already been promoted after 2013. Moreover, both the senior batch of Officers as well as the junior batch of Officers are put under the enhanced working hours and therefore, it cannot be stated that the seniors are working with lesser working hours and the junior are working for enhanced or over working hours. If that discrepancy is available, the principle set in the said decision in the case of ***Sujit Baran Mukherjee*** (cited *supra*) could be applied, but, the situation here is entirely different, where, there has been no difference between the senior and junior set of people with regard to the qualification; nature of work; their designation; cadre; as well as the enhanced working hours.

26.5. When that being so, the theory of "*equal pay for equal work*" could only be the solution and therefore, the judgment cited by the learned Additional Solicitor General would not be applicable to the facts of the case.

27.1. He has cited yet another decision, that is the case of ***R. Swaminathan*** (cited *supra*), where, he relied upon paragraph 10 of the judgment and also laid emphasis on the three conditions, that is conditions (a), (b) and (c), which were mentioned in paragraph 10 of the Government Order dated 04.02.1996, which has been quoted by the Hon'ble Supreme Court in the said judgment.

27.2. The first condition is that, both the junior and senior Officers should belong to the same cadre and the posts in which they have been promoted or appointed should be identical and the same cadre. Here, the senior and the junior Officers belong to the same cadre and the post is one and the same.

27.3. The second condition was, the scale of pay of the lower and higher posts in which they are entitled to draw pay should be identical. Insofar as the scale of pay in the lower cadre for both set of people, that is in the Workmen cadre, was originally one and the same. Merely because 6% enhanced Basic Pay has been given as a Special Pay, naturally, when the Workmen cadre have been put under enhanced working hours, that cannot be stated that the juniors were under a different scale of pay and the seniors were under a different scale of pay when they were working in the feeder category.

27.4. Insofar as the next condition, that is Condition No. (c) as mentioned in the said Government Order is concerned, the anomaly should be directly as a result of the application of Fundamental Rule 22-C. Here, in the case in hand, it is not Fundamental Rule 22-C, it is only entirely an arrangement that has been made by the employer, that is the CPCL. When the CPCL wants to get more work, that is overwork or overtime work, from the employees and in order to cope up, an extra pay has been given to the workers. 6% additional pay though had been sanctioned in the feeder category, that is the Workmen category, after promotion, they carry the same enhanced payment in the promoted cadre. Insofar as the seniors who got promoted prior to the year 2013 and since they were also put under enhanced working hours, equally, they should also be put on par with their juniors by fixing the correct scale of pay.

27.5. Therefore, it is not a mere application of Fundamental Rule 22-C, based on which, such enhancement has been sought. It is based on the interim arrangement made by the employer, that is CPCL Management, to extract more work from the employees, for which, they readily agreed and considerably more work is being given by way of output by the employees both by the senior set of people as well as the junior set of people, the pay must be equal.

27.6. Therefore, even the said decision cited by the learned Additional Solicitor General, appearing for the appellant, will not be applicable to the facts of the present case.

28.1. On the point of latches also, some decisions have been cited by the learned Additional Solicitor General appearing for the appellant, but, the reasons have been already discussed hereinabove, where, the date of implementation is 16.01.2013 and this issue has been agitated immediately and even before 16.01.2013, that is on 12.12.2012, the date on which the settlement has been reached between the employer and the employee, a letter was written to the employees' Association, where the writ petitioners are the Members, stating that the pay parity issue would be considered by the CPCL Management and for second time, third time also, such type of communications have been received from the employer, stating that, once the financial position is improved, certainly, their plea would be considered.

28.2. At no point of time, it has ever been stated by the Management, that is CPCL, that the senior set of people are not entitled to get enhanced pay on par with the juniors. The only answer that has constantly been given or the stand taken by the Management was that it would be considered in due course and decided. Therefore, having awaited for some years, because of continuous communications or correspondence exchanged between the Management and the Employees' Association, the Employees' Association had triggered the individual Members, that is the writ petitioners, to join together and file writ petitions, which they have moved before the Writ Court in the year 2017 and in the year 2018.

28.3. Therefore, there has absolutely been no delay or latches on the part of the employees in approaching the Court of Law to establish their Right.

28.4. Moreover, all these employees were continuously working in the CPCL Management and their cause of action also is a continuous one and when that being so, the Doctrine of Delay and Latches cannot be invoked in the present set of facts of the case and therefore, to that extent, the argument advanced by the learned Additional Solicitor General appearing for the appellant has to be rejected and accordingly, it is rejected.

29.1. Now coming to the date of implementation of the fixing of pay on par with the junior set of people, it is however the argument of the learned Additional Solicitor General appearing for the appellant that, if at all such enhancement is given to the writ petitioners, that shall be only from the date of filing of the amendment petition seeking such amended prayer of Mandamus, that is either from the year 2023 or from the date of which the amendment was allowed by the Writ Court, that is in the year 2024.

29.2. We are not impressed with the said submission made by the learned Additional Solicitor General appearing for the appellant for the reason being that, the legal battle might have been started from the year 2017 by filing writ petitions by these writ petitioners, but, well prior to the year 2017, from 12.12.2012 onwards, the date on which the Settlement Deed has been reached, this issue has been continuously discussed and grievance had been there between them from 2012 to 2016 continuously. Therefore, their Right has been constantly agitated by these employees, initially by their Employees' Association and subsequently on their own, that is, they joined together and filed the writ petitions.

29.3. Hence, they are very much entitled to get the benefit of enhancement of salary on par with their juniors from the date when their immediate junior has got such benefit in the same Cadre, that is in the cadre of Officers, namely Assistant Mangers/Engineers. Therefore, to that extent, the directions given by the learned Judge through the impugned order cannot be said to be an infirm one. Therefore, we do not propose to interfere with the said direction.

30.1. Insofar as the grant of interest is concerned, even though a lower interest of 4% has been announced by the learned Judge, we do feel that, since the employees have been working in the same Organization and since prior to 2013 these writ petitioners have been promoted, but, if not the Agreement reached between the Employees' Association and the CPCL Management, the present set of people would not have asked for any enhancement in their wages. Had there been no settlement between the Workers' Union and the Management, this enhanced pay or extra pa,y to the extent of 6% of the Basic Pay, would have been given to the workers, who were on the role as on 16.01.2013.

30.2. Merely because it was given to these workers who were on the role as on 16.01.2013 and because of which they got promotion in the promotional cadre and since their pay has been increased, which is higher than the pay that has already been received by this senior set of people, now, they became entitled to seek such pay on par with their juniors. Therefore, such type of issue, once is settled by the Court of Law, normally, the interest part would not be allowed.

30.3. Therefore, the question of allowing any interest for the arrears may not arise in that case. Accordingly, to that extent, we are inclined to interfere with the directions given by the Writ Court, directing the CPCL Management to pay 4% interest of the arrears of difference to pay. Resultantly, to that extent, the directions given by the Writ Court is set aside.

31. With the result, the following orders are passed in this writ appeal:-

> (i) That the order impugned passed by the Writ Court is liable to be sustained, accordingly, it is sustained. Resultantly, the impugned order, except the directions given by the Writ Court with regard to the payment of 4% interest, in all other respects, shall be approved, accordingly, it is approved and the writ appeal, to the extent of the payment of 4% interest, is partly allowed and the remaining portion of the impugned order shall remain unaltered and to that extent, the writ appeal is dismissed. However, there shall be no order as to costs. Consequently, C.M.P.Nos.20290, 20229 & 20503 of 2025 are closed.

(R.S.K., J.) (H.C., J.)
15.09.2025

Speaking Order/Non-Speaking Order
Neutral Citation:Yes/No

Internet:Yes/No
Index:Yes/No

(drm)

To:

1. The Managing Director
   Chennai Petroleum Corporation Ltd.
   Manai, Chennai – 68.

2. The Secretary to Government of India
   Ministry of Heavy Industries and Public Enterprises
   Department of Public Enterprises
   Block 14, C.G.O.Complex
   Lodi Road, New Delhi – 110 003.

3. The Chairman
   Indian Oil Corporation Ltd.
   Indian Oil Town, 3079/3
   J.D. Ditto Marg, Sadiq Nagar
   New Delhi – 110 049.

R. SURESH KUMAR, J.
AND
HEMANT CHANDANGOUDAR, J.

(drm)

W.A.Nos.2545, 2551 & 2570 of 2025

15.09.2025