
(2011) 03 SHI CK 0197
In the High Court Of Himachal Pradesh
Case No : CWP No. 987 of 2009

Maghu Ram

APPELLANT

Vs

HPSEB and Others

RESPONDENT

Date of Decision : 30-03-2011

Acts Referred:

Citation : (2011) 03 SHI CK 0197

Hon'ble Judges : Deepak Gupta, J

Bench : Single Bench

Final Decision : Allowed

Judgement

Deepak Gupta, J.—By means of this petition, the Petitioner claims benefit of FR-22(1)(a) (i) after giving benefit of first time bound promotional scale on completion of nine years service on the ground that his juniors have also been given the same benefit.

2. The stand of the Board is that the Petitioner alongwith his three juniors who were all working as T. Mates was promoted as Assistant Lineman in June, 2005. Thereafter, the basic pay of all the persons including the Petitioner was fixed at Rs. 2720/- w.e.f. 1.1.1996 and in May, 2005, all of them were drawing basic pay of Rs. 3870/-. The stand of the Board is that on promotion as Assistant Lineman, the three persons junior to the Petitioner exercised option to get their pay fixed under FR-22(1)(a)(i) w.e.f. 16.6.2005 and 30.6.2005. They lost the benefit of one increment for the next seven months and they were granted the next increment only on 1.2.2006. The Petitioner however did not exercise such option.

3. According to the Petitioner, he is a technical person, virtually uneducated, and was not aware that such option had to be filed. The Petitioner specifically averred that the Board never asked for an option from him.

4. In this case, we are dealing with an employee who is virtually at the lowest rung of the ladder. How can such an employee know that if he does not give an option, he may suffer monetary loss for the rest of his career? It is also the duty

of the employer like, the Board in the present case, to inform its employees especially those who are at the lower level that in case of revision of pay scales etc., they must exercise their options to fix their pay under FR-22 (1)(a)(i) and what would be the effect of their exercising the option or not exercising the option. Since the Petitioner was never given an opportunity to exercise the option, he is entitled to exercise this option even now.

5. The writ petition is accordingly allowed and the Petitioner is deemed to have exercised his option to get the benefit of FR-22(1)(a)(i). The benefit, if any, taken by the Petitioner for not exercising this option shall be paid by him to the Board alongwith interest @ 9% per annum. This amount be paid by him to the Board within six weeks of the date when the Board communicates the amount due from him. After the Petitioner deposits such amount, the Board shall give him all benefits of having exercised the option and re-fix his pay accordingly. He shall be paid his arrears thereafter within four months.

6. The petition is disposed of in the aforesaid terms. No order as to costs.