



GAHC010185492014

Page No.# 1/4



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/2900/2014

AJIT CHANDRA KALITA
S/O SRI GOPAL CHANDRA KALITA, R/O HATIGAON, GUWAHATI, P.O.
DISPUR, DIST- KAMRUP METRO, ASSAM

VERSUS

THE NORTH EASTERN REGIONAL INSTITUTE OF WATER AND LAND
MANAGEMENT and 2 ORS
REPRESENTED BY ITS DIRECTOR DOLABARI, TEZPUR, P.O.
KALIABHOMORA, DIST- SONITPUR, ASSAM, PIN-784027

2:THE EXTRA ASSTT. DIRECTOR
ADMINISTRATION
NORTH EASTERN REGIONAL INSTITUTE OF WATER AND LAND
MANAGEMENT
DOLABARI
TEZPUR
P.O. KALIABHOMORA
DIST- SONITPUR
ASSAM
PIN-784027

3:THE UNION OF INDIA
REPRESENTED BY THE SECRETARY
GOVT. OF INDIA
MINISTRY OF WATER RESOURCES
NEW DELH

Advocate for the Petitioner : MR.P SARMAH

Advocate for the Respondent : ASSTT.S.G.I.

**BEFORE
HONOURABLE MR. JUSTICE ACHINTYA MALLA BUJOR BARUA**

JUDGMENT & ORDER (ORAL)

Date: 23/11/2022

Heard Mr. G Alam, learned counsel for the petitioner. Also heard Mr. RKD Choudhury, learned DSGI for the respondents.

2. The petitioner was appointed as a Data Entry Operator, Grade III in the North Eastern Regional Institute of Water and Land Management, Dolabari, Tezpur (for short, the Institute) on a contractual basis in a scale of pay of Rs.4000-100-6000/- per month as per contractual form in vogue at the relevant point of time in the Institute. In the appointment order dated 26.04.2004 of the respondents, it is provided that the appointment was initially for a period of one year and under no circumstances it would be extended beyond 31.03.2007. It further provided that fixation of pay and admissibility of other benefits would be as applicable on the contractual rules in vogue in the Institute.

3. The petitioner accordingly worked on his contractual engagement up to 16.04.2012. It is the claim of the petitioner that in the year 2006, the ROP Rules of Central Civil Service Revised Rules 2008 was brought into effect from 01.01.2006. After the revision of pay as per the aforesaid Rules, it is stated by the petitioner that the scale of pay corresponding to Rs.4000-100-6000/- per month was enhanced to Rs.5200 – 20,200/- with Grade Pay of Rs.2400/- per

month. In the circumstance, in this writ petition, the petitioner makes a claim that as the scale of pay of Rs.4000-100-6000/- per month had correspondingly been enhanced to Rs.5200 – 20,200/- with Grade Pay of Rs.2400/- per month, after revision of pay, therefore, the petitioner is also entitled to the enhanced pay on and from 01.01.2006 up to 31.03.2008 i.e. the period the petitioner had served in the Institute as per the scale of pay provided in the order of appointment. Accordingly, the petitioner seeks for a direction that the differences of the two scales of pay be paid to the petitioner from 01.01.2006 up to 31.03.2008.

4. In the exercise for revision of pay, the enhancement is not made across the board that a particular existing scale of pay would thereafter be construed to be the higher scale of pay that is indicated. The revision of pay is not only with respect to the scale of pay, but it is also in respect of the corresponding post to which the person may be holding and it is a higher scale of pay that is provided for the particular post. No material is produced before the Court to substantiate that in respect of the post which the petitioner was holding, the scale of pay has been enhanced after the aforesaid revision of pay. Further the implementation of a contractual engagement would be that the employer and employee agree to carry out the engagement at a pay which may either be a fixed amount or may be in the form of a scale of pay. Even if the contract agreement provides for any possible enhancement of pay in the future, still pursuant thereto there has to be a further agreement between the employer and the employee as regards the enhanced pay and it would also be on the employee to make such claim for enhanced pay before the employer pursuant to such clause, if there is a requirement of any enhancement, but no such claim being made by the



petitioner employee is noticed from the records in the present case.

5. Accordingly, we do not find any merit in the claim of the petitioner that merely because the scale of pay of Rs.4000-100-6000/- per month had been enhanced in respect of some other post as per the revision of pay, therefore, *ipso facto*, the same would be applicable to the case of the petitioner, where he was in an employment on an agreed pay of Rs. Rs.4000-100-6000/-.

6. A further claim is made regarding earned leave, but no material is produced before the Court to substantiate as to under which provision of law, the petitioner would be entitled for earned leave during his service period. Except for Clause 5 of the terms and conditions in the agreement dated 09.07.2004 which provides that the Leave Rules are as per the Institute's norm, no such Institute norms are produced before the Court which may indicate that the petitioner would be entitled to earned leave in a given manner that in the event the earned leave is not utilized, the leave encashment would also be made available in lieu of such non-utilization of the earned leave.

7. In the above circumstance, we find no merit in the writ petition and the same stands dismissed.

JUDGE

Comparing Assistant