

GAHC010156172025



2025:GAU-AS:17831-DB

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

Case No. : WA/353/2025

1: THE UNION OF INDIA AND 2 ORS. REPRESENTED BY THE SECRETARY, GOVERNMENT OF INDIA, MINISTRY OF DEFENCE, SENA BHAWAN, NEW DELHI-110011.

2: THE DEPUTY CONTROLLER OF DEFENCE ACCOUNTS NARENGI P.O. UDAYAN VIHAR GUWAHATI DIST. KAMRUP (M) ASSAM 781027.

3: THE DEPUTY CONTROLLER OF DEFENCE ACCOUNTS AREA ACCOUNTS OFFICE BIVAR ROAD SHILLONG MEGHALAYA PIN 79300

VERSUS

1: SRI JAGANNATH DATTA,
SON OF LATE JYOTISH CHANDRA DATTA, HOUSE.NO. 119,
CHACHAL PATH, VIP ROAD, SIX MILE GUWAHATI, ASSAM, PIN-781022.

2:THE PRINCIPAL REGISTRAR ARMED FORCES TRIBUNAL (PRINCIPAL BENCH) WEST BLOCK-VIII SECTOR-1 RK PURAM NEW DELHI 110066.

3:THE REGISTRAR IN CHARGE ARMED FORCES TRIBUNAL (REGIONAL BENCH) 2ND FLOOR ASSAM POLICE HOUSING CORPORATION LTD. BEHIND ASSAM POLICE HEADQUARTERS DR. BK. KAKATI ROAD REHABARI GUWAHATI ASSAM 78000

Linked Case : WA/354/2025

1: THE UNION OF INDIA AND ORS. REPRESENTED BY THE SECRETARY GOVERNMENT OF INDIA MINISTRY OF DEFENCE SENA BHAWAN NEW DELHI-110011.

2: THE DEPUTY CONTROLLER OF DEFENCE ACCOUNTS NARENGI POST OFFICE UDYAN VIHAR GUWAHATI DIST- KAMRUP - M ASSAM-781027.

3: THE DFPUTY CONTROLLER OF DEFENCE ACCOUNTS AREA ACCOUNTS OFFICE BIVAR ROAD SHILLONG MEGHALAYA PIN-793001.

VERSUS

1: MANABENDRA CHAKRABORTY AND ORS.
SON OF LATE MATHURA NATH CHAKRABORTY HOUSE NO. 46 AVANTI
ENCLAVE SISHURAM CHOUDHURY PATH KALAPAHAR GUWAHATI
DISTRICT-KAMRUP M ASSAM-781018

2:THE PRINCIPAL REGISTRAR ARMED FORCES TRIBUNAL (PRINCIPAL
BENCH) WEST BLOCK VIII SECTOR-1 R.K. PURAM NEW DELHI 110066

3:THE REGISTRAR IN CHARGE ARMED FORCES TRIBUNAL (REGIONAL
BENCH) 2ND FLOOR ASSAM POLICE HOUSING CORPORATION LTD.
BEHIND ASSAM POLICE HEADQUARTERS DR. B.K. KAKATI ROAD
REHABARI GUWAHATI ASSAM 780008

For the Appellant(s) : Ms. B. Sarma, Central Government Counsel.

For the Respondent(s) : Mr. A.R. Tahbildar, Advocate for respondent No.1 in both the appeals.

- B E F O R E -

HON'BLE THE CHIEF JUSTICE MR. ASHUTOSH KUMAR
HON'BLE MR. JUSTICE ARUN DEV CHOUDHURY

07.05.2026

(Ashutosh Kumar, CJ)

Both the appeals have been heard together and are being disposed off by this common judgment.

2. We have heard Ms. B. Sarma, learned Central Government Counsel for the appellants and Mr. A.R. Tahbildar, learned Advocate for respondent No.1 in both the appeals.

3. By two separate impugned judgments, both dated 03.04.2025, passed by a learned Single Judge of this Court in WP(C) No.5517/2024 and WP(C) No.4972/2024 respectively, the writ petitions preferred by the respondents herein have been allowed and the appellants/Union of India and others have been directed to pay to the respondents/writ petitioners monthly remuneration of ₹ 48,000/- and ₹ 80,000/- respectively,

per month, as also the arrear amount with interest @ 12%, which would have accrued thereupon.

4. The records reveal that the respondents/writ petitioners, after attaining the age of superannuation, started getting pension of ₹ 33,700/- and ₹ 20,070/-, respectively, per month. After the retirement of the respondent/writ petitioner in Writ Appeal No.353/2025, he was employed as Consultant (Junior Accounts Officer) on contractual basis for a period of 1(one) year at the Armed Forces Tribunal, Regional Bench, Guwahati for a period of 1(one) year vide engagement letter dated 01.09.2023 after obtaining the approval of the Chairman of the Armed Forces Tribunal, New Delhi. The said contractual engagement of the respondent/writ petitioner was extended from time to time on the same terms and conditions.

5. Similarly, the respondent/writ petitioner in Writ Appeal No.354/2025 initially went on deputation to the Armed Forces Tribunal, Guwahati Branch, Guwahati for a period of 3(three) years as a Principal Private Secretary on contractual basis and on his retirement, he was again re-employed as Principal Private Secretary on contractual basis for a period of 4(four) years. Thereafter, on an application submitted by him before the Chairperson of the Armed Forces Tribunal, New Delhi, he was employed as Consultant (PPS) in the Armed Forces Tribunal, Regional Bench at Guwahati vide engagement letter dated 11.03.2020.

6. Under the terms of the individual contracts with them, the respondents/writ petitioners were to get a consolidated fixed remuneration of ₹ 48,000/-and ₹ 80,000/-, respectively, per month but

were not entitled to any other perquisites. Accordingly, as per the terms of the contract, they were regularly being paid ₹ 48,000/- and ₹ 80,000/-, respectively, per month. Later, the remuneration was reduced for the reason of an Office Memorandum dated 09.12.2020 providing that the fixed monthly amount will be admissible if it is arrived at by deducting the basic pension from the pay drawn at the time of retirement. The further caveat was that the amount of remuneration so fixed would remain unchanged for the entire term of contract and that there shall be no annual increment/percentage increase during the contract period.

7. With the promulgation of the Office Memorandum of 09.12.2020, referred to above, the monthly remunerations of the respondents/writ petitioners were reduced.

8. This was challenged by them before a learned Single Judge of this Court, who sustained the objection and observed that since the contractual agreement provided that the respondents/writ petitioners would be paid remuneration of ₹ 48,000/- and ₹ 80,000/-, respectively, per month and there being no mention in terms of the contractual agreement that the remuneration of the respondents/writ petitioners would be subject to deduction of their basic pensions, the terms of agreement could not have been altered by the employer/appellants unilaterally. It was also observed that the employer/appellants could not show to the Court any exemplar of such deductions of basic pension from the fixed remuneration in case of any other contractual employee engaged in any other Armed Forces Tribunal across the country.

9. This Court also sought information as to whether the Office

Memorandum dated 09.12.2020, referred to above, has been applied in other cases, but no categorical information could be provided by the appellants.

10. In that view of the matter, agreeing with the opinion rendered by the learned Single Judge in both the writ petitions, we observe that the sanctity of the terms of contract between individual persons and the employer is to be respected and necessary consequences must follow, namely, that such arrears of amount, which have accrued because of reduction, be paid to the respondents/writ petitioners along with interest @ 12%, as directed by the learned Single Judge in both the writ petitions.

11. We also say so for the reason that there is no specific averment on the part of the employer/ appellants that the Office Memorandum, referred to above, is being applied uniformly across the board and, therefore, the respondents ought not to be cherry picked for such reduction in their salary about which there is a special mention in the terms of the employment that the amount so fixed shall not be reduced during the term of the appointment.

12. The judgments impugned in both the appeals are sustained.

13. Resultantly, both the writ appeals, therefore, stand dismissed.

JUDGE

CHIEF JUSTICE

Comparing Assistant