**SooperKanoon - India's Premier Online Legal Search - sooperkanoon.com**

**G. Ashok and Others Vs. Regional Manager, A.P.S.R.T.C., Ongole and Another**

**G. Ashok and Others Vs. Regional Manager, A.P.S.R.T.C., Ongole and Another**

**SooperKanoon Citation** : sooperkanoon.com/437637

**Court** : Andhra Pradesh

**Decided On :** Jun-13-1998

**Reported in** : 1999(4)ALD84; 1999(4)ALT74

**Judge** : S.R. Nayak, J.

**Acts** : Andhra Pradesh State Road Transport Corporation Pay and Allowance Regulations, 1964 - Regulations 2 and 7-A; Road Transport Act, 1950 - Sections 45

**Appeal No.** : WP No. 26866 of 1998

**Appellant** : G. Ashok and Others

**Respondent** : Regional Manager, A.P.S.R.T.C., Ongole and Another

**Advocate for Def.** : Mr. C.V. Ramulu, SC

**Advocate for Pet/Ap.** : Mr. P. Govindarajulu, Adv.

**Judgement** :
ORDER

1. The petitioners 1 to 6 joined the services of the Andhra Pradesh State Road Transport Corporation (for short 'the A.P.S.R.T.C.') as Conductors with effect from

1-8-1986, 1-8-1985, 1-8-1987, 28-11-1984, 1-8-1987 and 15-6-1984 respectively. The petitioners, while working as Conductors, applied for the post of Junior Assistant by way of direct recruitment. After going through the selection procedure, the petitioners 1 to 6 were appointed to the post of Junior Assistant with effect from 22-7-1987,29-8-1988,15-12-1988,18-10-1987, 14-4-1988 and 16-2-1987 respectively. The petitioners while working as Conductors had acquired the Graduation qualification, and under the relevant Circulars issued by the Management of the A.P.S.R.T.C., they were granted three additional increments at the rate of Rs.15/-. After their appointment to the post of Junior Assistant, therespondent-Management while fixing their pay in the time scale attached to the post of Junior Assistant did not take into account the three additional increments granted to the petitioners when they worked as Conductors. In this writ petition, the petitioners have complained that the respondent-Management ought to have taken into account the three additional increments granted to them for having acquired graduate qualification when they were serving as Conductors while fixing their pay in the time scale attached to the post of Junior Assistant.

2. In response of rule nisi, the respondents have filed their counter-affidavit. In the counter-affidavit, it is contended that having regard to the provisions of Regulation 7-A of the A.P.S.R.T.C. Employees Service Regulations, 1964 (for short 'Service Regulations'), the personal pay of Rs.45/- granted to the petitioners when they worked as conductors having acquired graduate qualification need not be taken into account while fixing their pay in the time scale attached to the post of Junior Assistant. It is also contended that the Chief Personnel Manager in his letter dated 30-11-1989 has clarified that personal pay need not be taken into account for fixation of pay in the time scale under Regulation 7A(e) of the Service Regulations. Further, it is contended that in the Minutes of the Joint Meetings of the Executive Director/Heads of Departments with APSRTC National Mazdoor Union held on 14-9-1992 and 15-9-1992 communicated through letter No.lR.11/264(9)/92-SM(IR), dated 14-10-1992, it was agreed that the graduate conductors once appointed to the post of Junior Assistant against the direct recruitment quota are not entitled for the graduate increments.

3. The learned Counsel appearing for the petitioners contended that having due regard to the definition of the term 'pay' as defined under Clause (x) ofRegulation 2 of the A.P.S.R.T.C. (Pay and Allowance) Regulation, 1964 (for short 'Pay and Allowance Regulations') and the unambiguous language employed in Clause (e) of Regulation 7A of the Service Regulations, the respondents are bound to take into account the personal pay of Rs.45/- granted to the petitioners when they worked as conductors while fixing the pay of the petitioners in the time scale attached to the post of Junior Assistant.

4. On the other hand, Sri C, V. Kamulu, learned Standing Counsel appearing for the A.P.S.R.T.C. contended that Rule 7A(e) of the Service Regulations deals with the protection of pay in the time scale and not the protection of personal pay or any other incentives granted to the conductors. The learned Standing Counsel would also meekly contend that in view of the agreement entered into between the Management and the A.P.S.R.T.C. National Mazdoor Union, the petitioners are not entitled to claim that the personal pay of Rs.45/- should have been taken into account while fixing their pay in the time scale attached to the post of Junior Assistant.

5. Let me at the threshold state that there is no controversy and there cannot be any controversy that the three increments totally amounting to Rs,45/-, granted to the petitioners when they worked as conductors is 'personal pay' within the meaning of that term as defined under Regulation 2(xi) of the Pay and Allowance Regulations. According to this Clause, 'personal pay' means among other things, an additional pay granted to an employee on other personal considerations. Three increments were granted to the petitioners-conductors on the consideration that they acquired graduate qualification and on such acquisition, they were entitled to the personal pay as per the then relevant circulars issued by the Management of the Corporation from time to time. Even according to the learnedStanding Counsel, three increments were granted to the petitioners as 'personal pay'. In that view of the matter, I need not dilate on the concept/meaning of 'personal pay' as defined under Clause (xi). Clause (x) of Regulation 2 of Pay and Allowance Regulations defines the term 'pay'. The definition includes 'personal pay' also. In the backdrop of the position reflected in the statutory definition, the thing to be

seen is whether when the Management proceed to fix the pay of the petitioners in the time scale of the new post, should or should not it take into account the personal pay granted to the petitioners when they worked as conductors

6. Regulation 7A of the Service Regulations reads as under :

'7A. Benefit of past service to employees in the Service of the Corporation selected by direct recruitment to another post:

Notwithstanding anything contrary in these or any other regulations for the time being in force, an employee in the service of the Corporation who is selected for appointment by direct recruitment in another post in the service of the Corporation, whether in the same or any other class or category, subject to the other provisions of these or the other regulations as the case may be shall be eligible;

(a) to carry forward the leave at his credit on the date of such appointment;

(b) to reckon his service in the new post as a continuation of his service in the former post for the purpose of calculating the gratuity due to him on his retirement from the service of the Corporation due to superannuation;

(c) to continue as a member of the Provident Fund established by the Corporation without being required to put in a fresh terms of qualifyingservice or if he not already such a member, to count his service in the former post to qualify himself for becoming a member of the Provident Fund in the next post;

(d) to joining time and transfer travelling allowance to join his new post; and

(e) for Fixation of pay in the time scale of the new post at the stage equal to the pay in the former post and if there is no such stage, at the next higher stage of pay in the new post.'

The Court is not called upon to interpret the provisions contained in Clauses (a) to (d) of Regulation 7-A. The relevant clause to be considered and interpreted is Clause (e). Regulation 7-A(e) provides that notwithstanding anything contrary in the Service Regulations or any other Regulations for the time being in force, an employee in the service of the Corporation who is selected for appointment by

direct recruitment in another post in the service ofthe Corporation, whether in the same or any other class or category, subject to the other provisions of the Service Regulations or the other regulations as the case may be, shall be eligible for fixation of pay in the time scale of the new post at the stage equal to the pay in the former post (emphasis is supplied by the Court) and if there is no such stage, at the next higher stage of pay in the new post. The language employed in Clause (e), in my considered opinion is clear, precise, unambiguous and it does not admit more than one meaning. However, Sri C. V. Ramulti, learned Standing Counsel, quite strenuously contended that in interpreting the term 'pay' occurring in Clause (e) of Regulation 7-A of the Service Regulations, the Court should interpret that term in such a way as to mean 'pay in the time scale' as defined in Clause (xvii) of Regulation 2 of the Pay and Allowance Regulations. In my considered opinion, thiscontention of the learned Counsel is unsound and not at all acceptable. Clause (xvii) of Regulation 2 of Pay and Allowance Regulations defines the term 'Time scale of Pay' to mean the pay to which an employee rises consequent on periodical increments from a minimum to a maximum at the prescribed rates within the grade in which lie has been placed. There is absolutely no reference in the definition of the term, 'Pay in the Time Scale' to any personal pay, substantive pay, officiating pay, special pay. Be that as it may, the rule making authority having defined the terms 'pay', 'personal pay', 'presumptive pay', 'special pay', 'substantive pay', 'time scale of pay' has deliberately chosen the term 'pay' in Clause (e) of Regulation 7-A ofthe Service Regulations. If the intention of the rule making authority is that while fixing pay of an employee in the time scale attached to the new post, only the pay in the time scale of the former post or substantive pay should be taken into account, there was absolutely no difficulty for the rule making authority to employ those terms in Clause (e) in its wisdom. It is well settled principle of interpretation that when the Legislature or rule making authority has employed a particular term defined by it, in the Statute, the provisions of the Statute should be interpreted and understood giving due regard to the definition. Definition is a key word to understand the Statute. Definition of a term in the Statute, it is said, is a dictionary to understand the provisions of the Statute and the definition should be adhered to unless the Court finds that the adherence to the statutory definition leads to absurdity. If the term 'pay' as defined under the

Pay and Allowance Regulation is employed, I do not think that the result would lead to any absurdity and the learned Standing Counsel was not in a position to demonstrate such absurdity.

7. If the term 'pay' includes 'personal pay' (as pointed out supra), it goes without saying that the Management is bound totake into account the 'personal pay' i.e., Rs.45/- granted to the petitioners as additional increments when they worked as conductors when it proceeds to fix the pay of the petitioners in the time scale of the Junior Assistants. To avoid any confusion, it is necessary for me at this stage itself to point out that Service Regulations do not define the term 'pay'. Only Pay and Allowance Regulations as pointed out supra define the term 'pay'. But, Clause (xiv) of Regulation 2 of the Service Regulations provides that words and expressions used in the Service Regulations, but defined in other regulations made by the Corporation under Section 45 of the Road Transport Act, 1950, shall have respectively the meaning assigned to them in those regulations. Service Regulations as well as Pay and Allowance Regulations are framed by the rule making authority by virtue of the power granted to it under Section 45 of the R.T.C. Act, 1950. Therefore, the definition of the term 'pay' as defined in Clause (x) of Regulation 2 of Pay and Allowances Regulations should be borne in mind while interpreting the term, 'pay' occurring under Regulation 7-A(e) of the Service Regulations.

8. The contentions based on the letter of the Chief Personal Manager and the so called agreement entered into between the A.P.S.R.T.C. National Mazdoor Union and the Management of the A.P.S.R.T.C. are requiring to be noticed only to be rejected. All the petitioners were appointed to the post of Junior Assistant by way of direct recruitment during the years 1987 and 1988 whereas both these documents came into existence subsequent to those years. It is trite to state that the subjective opinion of the Chief Personnel Manager contained in his letter dated 30-11-1989 is totally irrelevant for the Court to interpret the statutory regulations and form opinion. Adverting to the agreement between the Trade Union and the Management, suffice it to state that this document was not produced before the Court. However, Sri C. V. Ramulu,learned Standing Counsel, submitted that the agreement seems to be one entered into between the parties under Section 18(1)

of the Industrial Disputes Act. It is well settled that any agreement entered into between the parties under Section 18(1) of the Industrial Disputes Act binds only those workmen who are parties to the agreement, and not other workers. In the first place, in the counter it is not claimed that the petitioners were members of the Trade Unions which were parties to the agreement. In the absence of such plea and proof, the Court cannot hold that the petitioners are bound by the agreement.

9. In the result, and for the foregoing reasons, I allow the writ petition. A direction shall issue to the respondents to fix the pay of the petitioners in the time scale attached to the post of Junior Assistant taking into account the Personal pay of Rs. 45/- granted to them for having acquired the graduate qualification when they worked as conductors and pay the arrears to the petitioners. No costs.

**SooperKanoon - India's Premier Online Legal Search - sooperkanoon.com**