2024:KER:58864

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IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE ANIL K.NARENDRAN

&

THE HONOURABLE MR. JUSTICE HARISANKAR V. MENON

THURSDAY, THE 1ST DAY OF AUGUST 2024 / 10TH SRAVANA, 1946

WP(C) NO. 2118 OF 2024

PETITIONERS:

1 UNION OF INDIA
REPRESENTED BY ITS SECRETARY, MINISTRY OF DEFENCE, SOUTH BLOCK, NEW DELHI, PIN - 110011

2 THE CHIEF OF THE ARMY STAFF
(THROUGH AGPS 4), INTEGRATED HEAD QUARTERS OF MOD (ARMY), SOUTH BLOCK, NEW DELHI, PIN - 110011

3 PRINCIPAL CONTROLLER OF DEFENCE ACCOUNTS
(PENSIONS), OFFICE OF THE PCDA(P),
DRAUPATI GARH, ALLAHABAD, PIN – 211014.

BY SHRI.T.V.VINU, CGC

RESPONDENT:

COLONEL SHASHI THOMAS (IC 402104) (RETD)
S/O. LT COL. T. THOMAS, C/14C CHERUVICKAL,
SREEKARYAM P.O., THIRUVANANTHAPURAM, KERALA,
PIN – 695017.

BY ADVS.
T.R.JAGADEESH
V.A.VINOD
ADI NARAYANAN

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 08.07.2024, THE COURT ON 01.08.2024 DELIVERED THE FOLLOWING:

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JUDGMENT

Harisankar V. Menon, J.

The respondents in OA No.90 of 2019 before the Armed Forces Tribunal, Regional Bench, Kochi (for short, the 'Tribunal') are the appellants herein. The applicant before the Tribunal is the respondent herein.

2. The short facts necessary for the disposal of this writ petition are as follows:

The respondent herein was commissioned in the Indian Army on 19.12.1981 and superannuated on 30.11.2013. In the year 1995, the respondent sustained severe injuries due to a mine blast, the degree of disablement being assessed at 40% for life. Respondent was paid a lumpsum compensation of Rs.60,192/- as per Annexure A2 dated 14.02.2001. Later the respondent developed Bronchial Asthma, assessed at 20% by the medical authorities and treated as aggravated by military service. The respondent claimed that the blast injury to both hands was classified as 'Battle Casualty' by Annexure A3 dated 02.07.2009, on account of which, the respondent herein expressed his desire to refund the lumpsum compensation received with interest, for earning disability pension. The said request was rejected. At the

time the respondent was relieved from service on superannuation, the Release Medical Board assessed the disabilities at 40% for the Mine Blast Injury and 20% for the Bronchial Asthma and the composite disability assessed at 50% for life. However, as the respondent had already availed lumpsum compensation for the disability-Mine Blast injury-and since the disablement as against Bronchial Asthma was assessed at 10% for life, he was not extended the benefits under the Pension Regulations for the Army, 2008.

3. In such circumstances, the respondent filed OA No.52 of 2015 before the Tribunal. By Annexure A6 order dated 28.03.2016, the Tribunal found as under:

> "13. As observed earlier, Regulations 90 as well as 102 make it amply clear that once compensation has been paid in lieu of disability element/war injury element, no restoration of the same element shall be permitted. The applicant had accepted one time grant, albeit as disability pension, as was prevalent at the time he was granted the same. It was only after a period of nearly seven years that he wanted to return the same. Since no provisions exist, we do not see any merit in the contention of the applicant.
> 14. The Release Medical Board at the time of superannuation of the officer assessed him to have two disabilities, mine blast injury attributable to military service assessed at 40% for life and Bronchial Asthma assessed at

20% aggravated by military service for life with the composite disability at 50% for life. Since the applicant had been granted 40% as lump sum payment for the first disability with the residual disability being less than 20%, he was found not eligible to receive any disability pension.

15. As observed from Reg 90 (as also Reg 102), once a compensation has been paid in lieu of disability element (or war injury element), there shall be no further entitlement to the disability element for the same disability. It further amplifies that such disability shall also not qualify for grant of any pensionary benefits or relief subsequently. While Regulations provide for a re-assessment if the degree of disablement increases, it is observed that the applicant's disablement due to mine blast injury which was assessed at 40% for life in 1995 continued to remain so even at the time of his retirement from service. It is also observed from his Release Medical Board proceedings (Annexure A7) that the assessment for mine blast injury has been based on the DCMB held in April 2000 and no further assessment of the same was done. There being no change in the degree of disability and as lump sum compensation for the same had been paid to the applicant, that disability was not to be considered for any further pensionary benefits or reliefs in accordance with regulations. Therefore, in our view, for the grant of disability pension on retirement, only Bronchial Asthma should have been considered. Further, we are unable to find any casual connection between a mine blast injury to a hand and Bronchial Asthma for assessing a composite disability. Hence we are of the view that the applicant should have been granted disability pension in accordance with Reg 53, for Bronchial Asthma as it was

assessed at 20%. However, as observed earlier, the applicant would not be eligible for the benefit of rounding off in view of Reg 98(c).

16. While we have held that the applicant is not eligible for disability/war injury element of pension for the blast injury of his hand as he has already drawn a lump sum compensation, it is observed that there is a substantial difference in compensation between war injury and normal disability. Since the applicant's mine blast injury was declared a war injury subsequent to his receiving the lump sum compensation for normal disability, the applicant's case for grant of additional amount due as lump sum compensation for war injury demand due consideration."

Thus, it was found that as against the mine blast injury, the respondent is not eligible for pension on account of the lumpsum compensation accepted by him. At the same time, the Tribunal found that the lumpsum compensation was paid to the respondent, treating the case as a normal disability, whereas subsequently, since it is declared as war injury, additional amounts may be due to the respondent towards lumpsum compensation, which need to be reconsidered at the hands of the petitioners herein. Therefore, in paragraph 17 of Annexure A6 order, the Tribunal held that the respondent herein can prefer an appeal for getting the difference in lumpsum compensation on account of the difference between normal disability and war injury. In other words, by Annexure A6

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order, it was categorically found that the respondent is not entitled for any pension on account of the disability against war injury, since he has accepted the lumpsum compensation.

4. The respondent, thereafter, presented an appeal pursuant to the directions of the Tribunal.

5. By Annexure A9 order dated 18.01.2018, the appeal was disposed of granting only disability pension as against Bronchial Asthma, rejecting the claim for difference in the lumpsum payment, as attributable to war injury pension.

6. In such circumstances, the respondent again filed OA No.90 of 2019 before the Tribunal. The Tribunal by its order dated 19.10.2022, disposed of the original application. The Tribunal made reference to Regulation 102(b) of the Pension Regulations for the Army, 2008 (for short, the 'Regulations') and found that the restoration of war injury pension, on repayment of compensation already received became impermissible only when the compensation received is *in lieu* of war injury and not when what is received as compensation is *in lieu* of disability pension. The Tribunal further noticed that in the present case, the compensation paid to the respondent is only against disability pension and not in lieu of war injury pension. Therefore,

restoration of war injury pension is found to be permissible on repayment of compensation already received by the respondent. Finding so, the Tribunal held as under:

> "13. Further, we are of view the that the entitlement for war injury pension of a soldier, who suffered injury during the war, is not a bounty at the Sweet will or pleasure of the respondents. As the injury was not classified as a Battle Casualty at the time when compensation had been paid in the year 2001, he had no opportunity to exercise an option to choose war injury pension in lieu of lump sum compensation. He had an option to choose disability pension or lump sum compensation only and he opted for lump sum compensation. He got that opportunity to opt for war pension, after the declaration of his blast injury as a Battle Casualty in the year 2009. In the above view, we find that the change of circumstance by the declaration of Battle Casualty after the payment of lump sum compensation in lieu of disability pension made him entitled for the war injury pension on repayment of the said compensation amount paid to him with interest.
>
> 14. Therefore, the applicant has a valid right to claim war injury pension on repayment of compensation received by him. In short, the applicant is entitled to get War injury pension on repayment of compensation received by him.
>
> 15. As regards Point No. (iii), it is not disputed that immediately after the receipt of compensation and before the classification of injury as Battle Casualty the applicant had expressed his desire to repay the amount received by him with interest. The applicant was discharged from

service on 30.11.2013. He has received Rs.60,192/- as compensation in the year 2001 and the injury was classified as Battle Casualty in the year 2009 only. It is true that he was in possession and enjoyment of the said compensation from 2001 onwards. But, there was a long delay in classification of the injury as Battle Casualty and it was classified as war injury in the year 2009 only. Thus, the applicant was deprived of an opportunity to exercise an option to receive war injury pension in lieu of compensation till 2.7.2009. We do not find fault with the applicant for the aforesaid delay in expressing his willingness to repay the compensation received by him. Therefore, he is not liable to pay interest for the compensation of Rs.60,192/- which had been paid to him, till 2.7.2009. But, he is liable to pay interest for the lump sum compensation which was in his possession and enjoyment for the period from the date of classification of his war injury as Battle Casualty till the actual repayment of the same with 6% interest, i.e., from 2.7.2009 till the date of repayment with interest.

16. In the result,

(i) The applicant shall repay Rs.60,192/- with interest at the rate of 6% from 2.7.2009 till the date of repayment, at the earliest, within two months from the date of receipt of a copy of this order.

(ii) On receipt of the said amount of compensation with interest, the respondents shall issue a corrigendum PPO granting war injury pension for life to the applicant, with arrears from the date of discharge, i.e., from 13.11.2013 and pay the arrears for the said period, at the earliest, at any rate, within a period of three months from the date of receipt of the compensation amount with interest."

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Finding thus, the original application is allowed, directing the respondent to repay Rs.60,192/- with interest at 6% from 02.07.2009, till date of repayment and further directing the petitioners herein to issue a corrigendum pension payment order granting war injury pension for life to the respondent herein with arrears from the date of discharge at the earliest.

7. It is challenging the above order of the Tribunal that the present writ petition is filed under Article 226 of the Constitution of India.

8. On 18.01.2024, this Court admitted the writ petition, staying the operation of the impugned order for six months.

9. We have heard the learned Central Government Counsel for the petitioners and the learned counsel for the respondent herein.

10. The learned Central Government Counsel appearing for the petitioners mainly contends that the respondent having superannuated from service on 30.11.2013, there is no explanation for the delay and laches from 2009, when Annexure A3 order dated 02.07.2009 was issued as per which, the mine blast injury was classified as 'Battle Casualty'. He points out that the issue was already settled by an earlier order of the Tribunal

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dated 28.03.2016 in OA No.52 of 2015 and therefore, the Tribunal ought not have entertained the subsequent application, OA No.90 of 2019. He also relied on the relevant provisions of the Regulations to contend that since compensation for the war injury element is already paid, there is no further entitlement at the time of retirement/discharge.

11. Per contra, the learned counsel for the respondent points out the decision of the Tribunal in OA No.52 of 2015, directing the petitioners herein to consider the appeal to be filed by the respondent and on account of the subsequent proceedings, the respondent is justified in approaching the Tribunal once again during 2019. He also points out that the respondent was all along ready and willing to refund the compensation received and the directions of the Tribunal were perfectly in order.

12. We have considered the rival submissions as also the relevant records.

13. The following points arise for consideration in this writ petition:

(i) Is the Armed Forces Tribunal justified in issuing Ext.P3 order dated 19.10.2022, directing the grant of war injury pension for life to the applicant, when the said claim was rejected pursuant to Annexure-A6 order of

the Tribunal dated 28.03.2016?

(ii) Is the respondent herein entitled to repay the compensation received by him and opt for war injury pension under the provisions of the Regulations.?

14. According to the learned Central Government Counsel, the issue regarding eligibility for war injury pension was rejected by Annexure A6 order of the Tribunal in an application filed by the respondent himself and in view of the above finding, the Tribunal was not justified in issuing the later order dated 19.10.2022 in OA No.90 of 2019, the subject matter of the captioned writ petition.

15. It is true that the respondent had earlier approached the Tribunal by filing OA No.52 of 2015. In that application also, one of the questions raised was with respect to the eligibility for war injury pension. The Tribunal, by Annexure A6 order held that the same cannot be extended by virtue of the fact that the respondent had already received compensation. At the same time, in paragraph 16 of the order, the Tribunal found that the compensation paid to the respondent was against normal disability and not war injury disability. Therefore, it is held that once the injury was declared as war injury, the compensation also needs to be revisited. It is in that respect, that the respondent was permitted to prefer an appeal in the matter for additional

compensation relatable to the war injury.

16. While considering this claim pursuant to the orders of the Tribunal, Annexure A10 dated 28.08.2017, enclosing a copy of the letter dated 23.2.2015(Annexure A11), has been issued to the respondent. By this letter, the claim for the compensation raised pursuant to the orders of the Tribunal has been rejected. It is against the above orders that the subsequent original application- OA No.90 of 2018- is filed before the Tribunal. Therefore, in the subsequent application, the question as regards the grant of compensation against the war injury element as well as the claim as against the war injury pension definitely arose for consideration. However, the findings rendered as regards the claim for war injury pension was not surviving for consideration in view of the findings in paragraphs 15 and 16 of Annexure A6 order. Therefore, the learned Central Government Counsel is right in contending that the findings in the said order would operate as *res judicata* as regards OA No.90 of 2019 filed by the respondent subsequently.

17. Though, in the normal course, we would have left the matter at that, we notice that the claim raised by the respondent is with respect to certain entitlements pursuant to some injuries sustained by him while working in the Armed Forces. The said

claims were raised with reference to the provisions of the Regulations. The disability pension is falling under Chapter IV of the said Regulations. The eligibility on account of general disability attributable to or aggravated by military service is falling under Section 1 of Chapter IV of the Regulations. The war injury pension is covered under Section 2 of the above Chapter. Regulation 81 of Section 1(I) of Chapter IV of the Regulations dealing with disability pension reads as follows:

> "81(a) Service personnel who is invalided from service on account of a disability which is attributable to or aggravated by such service may, be granted a disability pension consisting of service element and disability element in accordance with the Regulations in this section."

Regulation 99 of Section 2 of Chapter IV of the Regulations providing for war injury pension reads as follows:

> "99. (a) Where service personnel is invalided from service on account of disabilities sustained under circumstances mentioned in category 'E' of Regulation 82 of these Regulations, he shall be entitled to war-injury pension as enumerated in this Section.
>
> (b) Where service personnel is invalided from service on account of disabilities sustained in the circumstances mentioned in category D of Regulation 82 of these Regulations, he shall be entitled to the liberalised disability pension under these Regulations.
>
> (c) Other conditions governing the grant of disability

pension as laid down in Section-1 shall apply."

A reading of the above Regulations would make it clear that the same is not a bounty given to military personnel. On the other hand, the above are beneficial provisions applicable for military personnel, considering the nature of the service, they are rendering to the nation at large. In such a situation, a beneficial interpretation is to be given to the above provisions, especially, when it is provided that war injury pension under Regulation 99 is an entitlement to the military personnel in a liberalised manner on satisfying the other conditions laid down.

18. The Apex Court in **Union of India v. Rajbir Singh [(2015) 12 SCC 264]** with reference to the provisions under the Pension Regulations for the Army, 1961 has held as under:

> "15. From Rule 14(b) of the Entitlement Rules it is further clear that if the medical opinion were to hold that the disease suffered by the member of the armed forces could not have been detected prior to acceptance for service, the Medical Board must state the reasons for saying so. Last but not the least is the fact that the provision for payment of disability pension is a beneficial provision which ought to be interpreted liberally so as to benefit those who have been sent home with a disability at times even before they completed their tenure in the armed forces. There may indeed be cases, where the disease was wholly unrelated to military service, but, in order that denial of disability pension

> can be justified on that ground, it must be affirmatively proved that the disease had nothing to do with such service. The burden to establish such a disconnect would lie heavily upon the employer for otherwise the rules raise a presumption that the deterioration in the health of the member of the service is on account of military service or aggravated by it. A soldier cannot be asked to prove that the disease was contracted by him on account of military service or was aggravated by the same. The very fact that he was upon proper physical and other tests found fit to serve in the army should rise as indeed the rules do provide for a presumption that he was disease-free at the time of his entry into service. That presumption continues till it is proved by the employer that the disease was neither attributable to nor aggravated by military service. For the employer to say so, the least that is required is a statement of reasons supporting that view. That we feel is the true essence of the rules which ought to be kept in view all the time while dealing with cases of disability pension."

Thus, as held by the Apex Court in **Rajbir Singh [(2015) 12 SCC 264]** disability pension as well as war injury pension under the Regulations are to be beneficially interpreted in cases, where the claims are made by the military personnel. This is especially so, considering the nature of the injury sustained by the respondent herein while rendering service to the nation.

19. Therefore, it is in the light of the above principles, it is to be seen as to whether the findings in Annexure A6 would operate

as *res judicata* as regards the claims made by the respondent herein.

20. The Apex Court in **Jasraj Inder Singh v. Hemraj Multanchand [(1977) 2 SCC 155]** has considered an issue as regards the findings in the judgment of a High Court which was not challenged, when the matter reached the Apex Court at a later stage. The Apex Court considered this issue and held as follows:

> "15. Be that as it may, in an appeal against the High Court's finding, the Supreme Court is not bound by what the High Court might have held in its remand order. It is true that a subordinate court is bound by the direction of the High Court. It is equally true that the same High Court, hearing the matter on a second occasion or any other court of coordinate authority hearing the matter cannot discard the earlier holding, but a finding in a remand order cannot bind a higher Court when it comes up in appeal before it. This is the correct view of the law, although Shri Phadke controverted it, without reliance on any authority. Nor did Shri S. T. Desai, who asserted this proposition, which we regard as correct, cite any precedent of this Court in support. However, it transpires that in Lonankutty this proposition has been affirmed. Viewed simplistically, the remand order by the High Court is a finding in an intermediate stage of the same litigation. When it came to the trial Court and escalated to the High Court, it remained the same litigation. The appeal before the Supreme Court is from the suit as a whole and, therefore, the entire subject matter is available for adjudication before us. If, on any other

principle of finality statutorily conferred or on account of res judicata attracted by a decision in an allied litigation the matter is concluded, we too are bound in the Supreme Court. Otherwise, the whole lis for the first time comes to this Court and the High Court's finding at an intermediate stage does not prevent examination of the position of law by this Court. Intermediate stages of the litigation and orders passed at those stages have a provisional finality. After discussing various aspects of the matter, Chandrachud. J. speaking for the Court in Lonankutty observed: (SCC p.535, para 23)

The circumstance that the remaining judgment of the High Court was not appealed against, assuming that an appeal lay therefrom, cannot preclude the appellant from challenging the correctness of the view taken by the High Court in that judgment.

The contention barred before the High Court is still available to be canvassed before this Court when it seeks to pronounce finally on the entirety of the suit."

21. Similarly, in **Smt.Sukhrani (Dead) by L.R.s v. Hari Shanker [(1979) 2 SCC 463]**, it is found by the Apex Court as under:

"6. It is true that at an earlier stage of the suit, in the proceeding to set aside the award, the High Court recorded a finding that the plaintiff was not entitled to seek reopening of the partition on the ground of unfairness when there was neither fraud nor misrepresentation. It is true that the plaintiff did not further pursue the matter at the stage by taking it in appeal to the Supreme Court but preferred to proceed to the trial of his suit. It is also true that a decision

> given at an earlier stage of a suit will bind the parties at later stages of the same suit. But it is equally well settled that because a matter has been decided at an earlier stage by an interlocutory order and no appeal has been taken therefrom or no appeal did lie, a higher Court is not precluded from considering the matter again at a later stage of the same litigation vide **Satyadhyan Ghoshal v. Smt. Deorajin Debi**. So, it has been held that the correctness of an order of remand passed by the High Court which was not questioned at that time by filing an appeal in the Supreme Court could nevertheless be challenged later in the Supreme Court in the appeal arising out of the final judgment pronounced in the action vide **Jasraj Inder Singh v. Hem Raj Multan Chand [(1977) 2 SCC 155]** and **Margaret Lalita v. Indo Commercial Bank Ltd. [(1979) 2 SCC 396]. In Ariun Singh v. Mohindra Kumar [AIR 1964 SC 993]** it was held that where an application under Order IX, Rule 7 was dismissed and an appeal was filed against the decree in the suit in which the application was made, the propriety of the order rejecting the reopening of the proceeding might, without doubt, be canvassed in the appeal and dealt with by the appellate Court. In our view the same principle applies in the present case and the parties can challenge in this Court in the appeal against the final judgment in the suit any finding given by the High Court at the earlier stage in the suit when the award made by the arbitrators was set aside and the suit thrown open for trial."

22. In the light of the principles laid down by the Apex Court in the above decisions, we are of the view that, even on the face of the findings rendered by the Tribunal in Annexure A6 order, the

legality of the same can be considered in the captioned writ petition challenging the findings rendered by the Tribunal through Ext.P3 order.

23. The second issue for consideration in this writ petition is as regards the claim of the respondent for war injury pension. It is not disputed that the respondent had suffered blast injuries to both hands and also underwent an operation for amputating three fingers of the left hand pursuant to the mine blast. Originally, the above was classified as a case falling under Section 1(I) of Chapter IV of the Regulations, applicable to disability pension. It is the case of the petitioners that, the respondent had accepted compensation and therefore, as laid down in Regulation 90, no restoration of disability element can be permitted. A similar embargo is contained in Regulation 102 of Section 2 of Chapter IV of the Regulations, with respect to the war injury pension also. However, the embargo under Regulation 102 would get attracted only in a situation where the personnel have accepted one-time payment on account of compensation under Section 2 of Chapter IV. Here, admittedly, the compensation was originally paid as a case of disability pension under Section 1(I) of Chapter IV of the Regulations. Such payment was effected in the year 2000,

pursuant to the proceedings dated 27.11.2000. On that basis, it is true that Rs.60,192/- was paid to the respondent. However, the above injury was re-classified as a case of war injury, only by Annexure A3 dated 02.07.2009. It is only then the respondent becomes entitled to the claims under Section 2 of Chapter IV of the Regulations. Even before that, it is seen that the respondent had submitted an application dated 21.08.2008, pointing out that he may be permitted to repay the entire compensation received with interest. This is repeated in the subsequent communications after the re-classification was carried out by Annexure A3 proceedings. It is true that the Regulations do not provide for such repayment of the compensation received and subsequent claim of pension under a different head. However, such an eventuality has arisen only on account of the time taken for the classification of the injury as a 'Battle Casualty' for which the respondent cannot be found fault with.

24. As already found, the eligibility for disability pension/war injury pension is a right available to military personnel. Therefore, the said claim is to be extended by interpreting the clauses liberally and extending the benefits available to the claimant. The petitioners have no case that the mine blast injury classified as

'Battle Casualty' does not fall under Section 2 of Chapter IV of the Regulations. They only point out a technicality, for which they are responsible to some extent. In such a situation, we do not find any illegality in the ultimate findings rendered by the Appellate Tribunal in Ext.P3 order.

25. The petitioners further contend that the claim made by the respondent is bad on account of delay and laches. They contend that the respondent superannuated from service on 30.11.2013 without agitating any claim and there is no explanation for the delay and laches from 2009 up to the filing of OA No.52 of 2015 leading to Annexure A6 order of the Tribunal. However, even going by the provisions under Section 22 of the Armed Forces Tribunal Act, 2011, the Tribunal can entertain an application, once presented with a proper explanation for the delay. Here, the delay pointed out by the petitioners is with reference to OA No.52 of 2015. The said contention ought to have been raised during the pendency of the matter before the Tribunal, prior to its disposal on 28.03.2016 by Annexure A6 order. Therefore, the delay and laches pointed out by the petitioners do not apply to the facts and circumstances of the present case. It is to be noticed that the respondent was raising the same contentions in the first

round as well as in the second round. That is not the case as regards the petitioner, on the issue of delay and laches.

On the whole, we confirm the findings rendered by the Tribunal in Ext.P3 order, thereby dismissing the writ petition.

Sd/-
ANIL K. NARENDRAN, JUDGE

Sd/-
HARISANKAR V. MENON, JUDGE

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APPENDIX OF WP(C) 2118/2024

PETITIONERS' EXHIBITS:

EXHIBIT P1	**A TRUE COPY OF OA NO. 90 OF 2019 DATED 20.12.2018 FILED BEFORE THE ARMED FORCES TRIBUNAL, REGIONAL BENCH, KOCHI BY THE RESPONDENT.**
EXHIBIT P2	**A TRUE COPY OF THE REPLY STATEMENT IN OA NO.90 OF 2019, DATED 19.02.2021 FILED BY THE PETITIONERS.**
EXHIBIT P3	**A TRUE COPY OF THE ORDER DATED 19.10.2022 IN OA NO.90 OF 2019 ISSUED BY THE ARMED FORCES TRIBUNAL, REGIONAL BENCH KOCHI.**