

Central Administrative Tribunal, Principal Bench

Original Application No. 599 of 1998

New Delhi, this the 25th day of August, 1999

Hon'ble Mr.N.Sahu, Member (Admnv)

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Dr.(Mrs.) Indira Bammi, Addl. Medical Superintendent, Dr. Ram Manohar Lohia Hospital, Wife of Maj. V.K.Bammi (Retd.), R/o 62, Ashoka Road, New Delhi. - Applicant

(By Advocate - Shri Arun Bhardwaj)

Versus

1. Union of India, Through its Secretary Ministry or Urban Development, Nirman Bhawan, New Delhi.
2. Director, Directorate of Estate, Nirman Bhawan, New Delhi.
3. Medical Superintendent, Dr. Ram Manohar Lohia Hospital, New Delhi.
4. The Estate Officer, Dr. Ram Manohar Lohia Hospital, New Delhi.
5. Executive Engineer, C.P.W.D., H-Division, Pt. Pant Marg, New Delhi. - Respondents

(Respondents 1,2 & 5 by advocate Shri Rajeev Bansal and respondents 3 & 4 by advocate Shri Gajendra Giri)

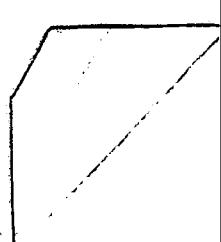
ORDER (Oral)

By Mr.N.Sahu, Member(Admnv) -

The applicant is aggrieved by the order dated 17.3.1998 passed by respondent no.5 Executive Engineer, CPWD, who allegedly cancelled the order in favour of the applicant in respect of bungalow no.62 Ashoka Road, New Delhi.

2. By an interim order dated 19.3.1998 the impugned order was directed not to be enforced. This Court also directed that the applicant could not be dispossessed from her existing accommodation. This order was passed on the ground that an opportunity of hearing was not given to the applicant and the order was arbitrary.

[Signature]



3. The brief facts are that the applicant is a Doctor working in Dr. Ram Manohar Lohia Hospital (in short 'RML Hospital') since 1968. She now holds the post of Additional Medical Superintendent of that hospital. Bungalow no. 62, Ashoka Road New Delhi is Type-V accommodation allotted to her although the applicant is entitled to a Type-VI accommodation. This bungalow was occupied earlier by one Dr. Malik, who was the Chief Medical Officer in RML Hospital for a period of 16 years. The reason for alleged cancellation of the accommodation was that this quarter did not fall under RML Hospital pool but was part of a General Pool accommodation.

4. Subsequently, in OA No.1588/98 decided on 29.6.1999 the Secretary, Ministry of Urban Development was directed to issue a notification making the Doctors and staff of RML Hospital eligible for allotment to the General Pool on the line of OM dated 23.8.1995 mutatis mutandis. The learned counsel for the applicant has placed before me an OM No. 11013/D/21/89-Pol.IV/I dated 6.8.1999 issued by the Directorate of Estates, in which it was mentioned that the Government has considered the request of RML Hospital and decided that "the entire staff working in the Hospital, including doctors, nurses, para-medical staff and other Ministerial staff will be eligible for allotment of General Pool residential accommodation, subject to the condition that doctors and para medical staff will have to bring a certificate from their Estate officer at the time of allotment of General Pool accommodation that no officer junior to the

applicant has been allotted in-turn Govt accommodation from the departmental pool of the Hospital. The certificate will also indicate the running date of priority in the departmental pool of hospital at that time". quoted from the OM)" Thus, the main grievance of the applicant stands removed and neutralised by this OM dated 6.8.1999.

5. The learned counsel for respondents 1,2 & 5 submits that there will be no problem for regularising the bungalow in the name of the applicant if the certificate mentioned in the above OM are secured and placed before them. Shri Giri, learned counsel representing respondents 3 & 4 has no objection to release the certificate.

6. In the result, the OA is allowed. The impugned order dated 17.3.98 is cancelled. The applicant shall be allowed to continue in the said quarter allotted to her i.e. bungalow no. 62 Ashoka Road, New Delhi and the allotment shall stand regularised from the date she occupied the quarter. The certificate as prescribed in the OM should be sent ~~alongwith an~~ to respondents 1,2 & 5 ~~and~~ the details of the licence fee recovered from the applicant, by ~~the~~ respondents 3 & 4. In the circumstances of the case, the parties shall bear their own costs.

N. Sahu
(N. Sahu)
Member(Admnv)