

CENTRAL ADMINISTRATIVE TRIBUNAL
PRINCIPAL BENCH, NEW DELHI.

✓ HON'BLE SHRI R.K. AHOOJA, MEMBER (A)

O.A. NO.2222/95

New Delhi, this 14th day of November '96

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Shri K.P. Sharma
s/o late Sh. N.R. Sharma
aged 59 years
(retd. officer of Defence
Estate Service)

r/o C-2-D/58, Janakpuri
New Delhi-58.

...Applicant

(by Advocate Shri K.L. Bhandula)

VS.

1. Union of India
through the Secretary
Ministry of Defence (South Block)
New Delhi - 11.
2. Director General
Indian Defence Estate Service
Ministry of Defence
R.K. Puram
New Delhi - 66.
3. Controller General,
Defence Accounts
Ministry of Defence
R.K. Puram,
New Delhi.
4. Joint Controller Defence
Accounts (Funds)
Meerut Cantt.
5. Cantonment Executive Officer
Morar Cantonment (M.P.) ... Respondents

(by Advocate - Shri Harvir Singh,
proxy counsel for
Mrs. P.K. Gupta,
counsel for Respondents)

contd. 2/-

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The applicant retired as a member of the Indian Defence Establishment Service on 30.9.84 while posted as Cantonment Executive Officer, Morar Cantonment. On retirement, the applicant sought the release of amount standing to his credit in his GPF account, amounting to Rs.7,35,904 including interest upto the date of payment, which was estimated at Rs.68,194. However, the said amount was not released in time and the applicant was informed on 28.3.95 that the total amount including interest upto September 1994 was Rs.5,73,901 (Annexure III).

2. Finally, he was released a sum of Rs.6,96,240 vide cheque dated 5.6.95. The applicant is aggrieved that no reasons have been given for disallowing his claim of Rs.39,864 nor interest has been paid to him upto the date of actual payment, having been calculated only upto October 1994. He is aggrieved that his representation has been rejected by the respondents vide their letter dated 14.7.95 (Annexure I). The applicant claims that a sum of Rs.17,234, that is, the difference of amount claimed Rs.7,13,474 and amount paid Rs.6,96,240, has been withheld by the respondents No.4 and a sum of nearly Rs.50,000 representing interest at the rate of 18% on Rs.7,13,474 for a period of seven months is due to him. He also seeks interest at the

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rate of 24% from December 1995 onwards till the date of actual payment.

3. The respondents in their reply have stated that the delay in settlement of GPF account was because the applicant submitted the application after five months of his retirement. These papers should have been received in the office of JCDA, Meerut, one month before the date of retirement. The papers submitted by the officer were even then incomplete. In any case, the respondents state that additional interest at 12% amounting to Rs.44598/- has been paid and therefore no further claim remains.

4. I have heard the counsels on both sides and also gone through the record. The learned counsel for the applicant argued that even though interest has been allowed, this is only at 12% while the claim of the applicant in the OA was that it should be at 18%. The delay was on account of the fault of the respondents. The applicant could not be faulted if the credit from CDA Headquarters of nearly a lakh rupee was not credited with the proper authority or because the ~~cantonment~~ ^{contingent} bill had not been signed by the controlling officer. The counsel for the respondents submitted that full explanation had been given on the amount due and it had also been established that the amount withheld amounting to Rs.3400 was on account of excess due to computer mistake in duplicating the contribution.

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5. On consideration, I find that the main relief sought for by the applicant has already been granted by the respondents by allowing interest at 12% upto the actual date of payment. Thus, the applicant has not been put to any loss. The allegation of the respondents that the applicant was ~~was~~ at fault in not sending the necessary application and papers in time has also not been rebutted. I therefore find no reason to impose the penalty ~~of~~ interest on the respondents as prayed for by the applicant. As regards the missing credits or the duplicate entry of credits, there is nothing on the file except the bald claim of the applicant to substantiate ^{the same}. The respondents deny the allegation. It is not possible for the Tribunal to go into fact adjudication about the ~~same~~. It is not even clear as to how the applicant is asking for Rs.32000 and odd ^{when} ~~and~~ the actual difference on his own statement between what has been paid and what he has claimed is Rs.17,234,

6. In the light of the above discussions, I find no ground for any interference by the Tribunal. The OA is accordingly dismissed. No costs.

R.K. Khosla
R.K. KHOSLA
MEMBER (A)

14/11/96

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