

Central Administrative Tribunal
Principal Bench: New Delhi

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OA No.1476 of 1996 decided on 1st August,1997.

Mohd. Yamin
(In-person)

...Applicant

Vs.

**The Controller of
Administration CBRI Roorkee & anr**

...Respondents

~~Shri Manoj Chatterjee~~

(By Advocate : Shri Manoj Chatterjee
with Ms.K. Iyer)

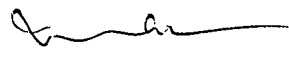
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Hon'ble Mr. N. Sahu, Member(A)

1. To be referred to the Reporter or not?
2. Whether to be circulated to other Benches of the Tribunal?

YES/NO

YES/NO


(N. Sahu)
Member(A)

CENTRAL ADMINISTRATIVE TRIBUNAL, PRINCIPAL BENCH

Original Application No. 1476 of 1996

New Delhi, this the 1st day of August, 1997

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

Mohd. Yamin, S/o Shri Mohd. Ibrahim,
Asstt (Gen), Central Building Research
Institute, Roorkee-247 667

-APPLICANT

(By Advocate - self)

Versus

1. The Controller of Administration,
C.B.R.I., Roorkee-247667

2. The Joint Secretary (Admn), Council of
Scientific & Industrial Research,
Anusandhan Bhawan, Rafi Marg,
New Delhi 110 001

-RESPONDENTS

(By Advocate- Shri Manoj Chatterjee & Ms. K. Iyer)

J U D G M E N T

By Hon'ble Mr. N. Sahu, Member (A) -

The prayer in this Original Application is for a direction to waive the recovery of compound interest & direct the CBRI/CSRI, N. Delhi to recover only the simple rate of interest as per the CSIR sanction O.M.No. 16(63)/7/87-E-II dtd. 5.9.87.

2. The brief facts are that the applicant had drawn house building advance of Rs. 37,000/- vide aforesaid memo dated 5.9.1987 (Annexure-A-4). An additional house building advance of Rs. 11,480/- was granted to him vide O.M.No. 16(63)/7/87-E-II dated 22.9.1988 (Annexure-A-5). By an order dated 8.5.1985 the applicant occupied the accommodation supplied by the respondents with his family including his married son and three grand children. The terms and conditions of the house building advance were that the principal house building advance amount will be recovered in 136 instalments of Rs. 270/- each and

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137th instalment of Rs.280/- plus interest will be recovered in not more than 23 equal monthly instalments of Rs.270/- each and balance out of DCRG. The rate of interest will be at 7% upto Rs.25,000/- and 8% over and above Rs.25,000/-. In case the employer's accommodation allotted to him and occupied by him is not vacated after taking over possession of the house purchased at the station where the Government servant is employed, the rate of interest on the house building advance will be charged at 16% per annum. The applicant claims that the terms do not contain compounding interest. The respondents vide their letter dated 3.11.1993 (Annexure-A-1) informed that compounded interest amounting to Rs.53,718/- will be recovered from his salary from the month of October, 1993 onwards at the rate of Rs.1,000/-per month. The applicant vacated the occupied quarter of the employer on 31.12.1993.

3. During the course of hearing leave was granted by the Tribunal to the applicant to approach the Director General, Council of Scientific and Industrial Research, New Delhi for relaxation of any of the clauses of the rules, in view of the fact that the applicant had undergone considerable strain and financial difficulties, as he was involved in a criminal litigation relating to his son Shir Mohd. Ahmad, who was claimed to have been murdered by the Police on 26.9.1993. The learned counsel for the respondents has placed before me a letter of the Legal Adviser to the CSIR on the subject of waiver of penal interest at the rate of 16% per annum on the amount of HBA sanctioned to the applicant. It is stated that the DG, CSIR considered the documents and

Contd.....3/-

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the plea of the applicant that he stayed in the Council's accommodation to avoid frequent Police intervention. The CSIR noticed that there was frequent Police intervention against the applicant's erring son. The son was involved in several criminal activities. For this purpose the applicant's house in CBRI Colony was raided by the Police several times. The respondents' counsel strongly urged that the applicant's son was involved in terrorist criminal activities in the applicant's house in CBRI Colony. They, therefore, did not think it to be a fit case for any relaxation of the rules for charging of penal interest at 16% per annum. After the rejection of the request for waiver, there appears to be no further avenue for the applicant to redress his grievances.

4. In my view there is no relationship between the alleged problems faced by the applicant on account of his son's involvement in activities which have attracted the attention of the Police and vacating the employer's accommodation to occupy his own accommodation. I do not find any causal relationship between the two. There is, therefore, no justification for not vacating the employer's accommodation when once the accommodation acquired by the applicant was ready for use.

5. According to the respondents as per the CSIR (HBA) Rules, 1985, rule 6(b) lays down that an employee availing HBA facility will not be eligible for Council accommodation. In case he occupied such accommodation he shall vacate the same on purchase of the house. An undertaking was also given by the applicant that he would forego the right for allotment on acquiring a house by him and that he would abide by all the conditions prescribed for allowing concessional rate of interest. In the event of default he had undertaken to pay the general rate of interest prescribed under CSIR (HBA) Rules, 1985.

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6. Under Annexure-R-4 dated 21/24.6.1991 since the applicant did not vacate the quarter "the general rate of interest at the rate of 16% is to be charged from him on the entire amount of Rs.48480 granted". The applicant alleges that there is no provision for compounding of interest. This compounding was held to be arbitrary.

7. Rule 11 of the CSIR (HBA) Rules, 1985 prescribes interest rate of 16% per annum compounded annually. Therefore, the applicant has no case whatsoever. It is true that in communications at Annexures A-2, 6 & 15 an impression has been conveyed that only simple rate of interest at double the interest rate charge would be collected if the applicant does not vacate the accommodation but in view of the categorical provision of Rule 11 *ibid*, there is no other alternative except to pay the interest at the rate of 16% compounded annually.

8. In the result, the Original Application is dismissed. The parties shall bear their own costs.

rkv.

(M. Sahu)
Member (A)

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