

Central Administrative Tribunal, Principal Bench

Original Application No. 1690 of 1997

New Delhi, this the 2nd day of May, 2000

Hon'ble Mr. S. R. Adige, Vice Chairman(A)
Hon'ble Mr. Kuldip Singh, Member (J)

Indian Council of Agricultural Research
Krishi Bhawan, Dr. Rajendra Prasad Road,
New Delhi-110 001 through its Secretary. - Applicants

(By Advocate - None)

Versus

1. Dr. B.P. Ravi Kumar
Sangama Nilaya, Ghatpot Nagar,
Vinoba Nagar, Hind Stage,
Shimoga,
Karnataka-577201.
2. Shri Madhu M.
s/o Shri S. Made Gowda,
Belavady, Hundipura (P.O.)
Gundlupet (Taluk),
Mysore (District) 571 111 (Karnataka).
3. Shri K.S. Krishna Murthy,
S/o Shri Subraya, K.R.
Kuntagodu, Varadamoda Post,
Sagar (Tq.), Shimoga District-577 417
(Karnataka). - Respondents

(By Advocate - None)

O R D E R (ORAL)

By Hon'ble Mr. S.R. Adige, Vice Chairman(A)

1. ~~Applicants (ICAR) seek a direction to respondent No.1 Dr. B.P. Ravi Kumar to pay a sum of Rs.23078/- (being 50% of the salary of the training period).~~
2. ~~None appeared on either side when the case was called out. As it is an old case and was listed at S.No.6 of the regular hearing list today, we dispose it of after perusing the materials on record.~~
3. ~~The case of the applicants (ICAR) is that~~

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they are seeking a recovery of a sum of Rs.23078/- with interest thereon against respondents Dr. B.P. Ravi Kumar and Others for violation of the terms and conditions of the Bond as entered into between the applicant and the respondents.

4. It is contended that respondent No.1 Dr. B.P. Ravi Kumar is the Principal Person responsible for the payment of the amount and respondents No.2 and 3 being the sureties, are jointly and severally liable with respondent No.1. The case of the applicants (ICAR) is that respondent No.1 appeared in the Agricultural Research Services Examination, 1991 as held by the Agricultural Scientists Recruitment Board, ICAR. In the examination, he was found successful and as such, he was offered the post of Plant Breeding Scientist on probation. The offer was with a condition of entering into surety bond which was sought to be executed between the parties. It is stated that the Bond was sought, as the applicants had to incur expenses for providing facilities to the Scientists. After the offer was made to respondent No.1 through letter dated 17.8.1993, he executed surety bond along with the sureties and as per the conditions of the Bond, he was to work with the applicants at least for 4 years with a further condition that 2 years period shall be the period of probation and it would be subject to extension at the discretion of the competent authority. It was further provided that in case of violation of the terms and conditions of the Bond, respondent No.1 along with the

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sureties would be responsible to pay Rs.12000/- or 50% of the payment so received by respondent No.1 during the service as being rendered by him at that time.

5. Applicants contend that after completion of formalities including that of the Bond, respondent No.1 along with other Scientists was directed to report at the Institute mentioned against each individual's name vide office order dated 22.8.94, but respondent No.1 did not complete the full period of one year's training. In December, 1994, he sent a letter asking for change in the place of his posting which was refused by letter dated 10.2.95 and respondent No.1 was informed that the remaining part of 6 months training had to be completed by him at DRR, Hyderabad before change in the place of posting was considered and he was directed to report to DRR, Hyderabad within 15 days from the date of issue of letter dated 10.2.95. Applicants state that on 11.9.95, respondent No.1 was informed that he had failed to complete the training in spite of repeated directions and as such, his probationary period was being terminated and he was being discharged.

6. Applicants state that since respondents failed to comply with the terms of surety bond, by letter dated 3.2.96, however, he was asked to refund the bond money amounting to Rs.23078/- together with 9% interest per annum (being 50% of the salary as paid to the respondent No.1 during the training period). Applicants state that in spite of the said letter and subsequent reminders, respondent No.1 failed to refund

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the aforesaid sum of Rs.23078/-, but on 21.5.96, he sent a reply requesting that since he was facing financial crisis, the bond money be reduced to Rs.12,000/-. This prayer was rejected by letter dated 21.5.96 and respondent No.1 was asked to pay the entire sum of Rs.23078/- with interest, upon which applicants state that respondent No.1 wrote to them stating that he was ready to pay the bond money in instalments but this prayer was rejected and respondents were again asked to refund the amount of Rs.23078/- with interest in one go.

7. Applicants state that respondent No.1 could not honour the directions to refund the bond money in one lump sum and sent a demand draft of Rs.1,000/-, but applicants by their letter dated 6.1.97 informed respondent No.1 that his request for payment of the amount in instalment has also been rejected and he was called upon to deposit the entire amount with interest at the rate of 9% thereon in one lump sum.

8. Respondent No.1 has filed reply in which he has stated that since he was facing financial hardship, he had requested the applicants not to enforce the surety bond for some more time and when he received applicants' letter to refund the amount of Rs.23078/-, he requested the authorities to reduce the same to Rs.12,000/- which was also refused and he had been repeatedly called upon to pay the amount in one lump sum. Respondent state that his financial condition is not ~~as~~ such ^{as} to enable him to pay the bond money in one lump sum and while he accepts the

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liability to pay Rs.23,078/- to applicants, he is not in a position to pay the same in one lump sum. He, therefore, requests that the sum of Rs.23,078/- be recovered from him in monthly instalments of Rs.2000/- per month, which he will promptly pay.

9. We have considered the matter carefully.

10. We note that respondent No.1 does not deny his liability to refund to applicants the sum of Rs.23078/- and the only question for adjudication is whether the amount is to be refunded in one lump sum or in instalments.

11. As we have no reasons to disbelieve the contention of respondent No.1 that his financial condition is not such as to enable him to refund the sum of Rs.23078/- in one lump sum, we dispose of this OA with a direction to respondent No.1 to refund the amount of Rs.23078/- in monthly instalments of Rs.2000/- per month commencing from the 1st day of the month following the date of receipt of a copy of this order. No costs.

Kuldeep
(Kuldeep Singh)
Member(J)

Adige
(S.R. Adige)
Vice Chairman(A)

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