

Central Administrative Tribunal
Principal Bench

(12)

O.A. No. 2109 of 1997

New Delhi, dated this the 24 December, 1998

HON'BLE MR. S.R. ADIGE, VICE CHAIRMAN (A)

Shri D.K. Sahni,
S/o late Shri R.B. Sahni,
R/o Deep Enclave Phase III,
Ashok Vihar,
Delhi-110052. Applicant

(By Advocate: Shri S.K. Sawhney)

Versus

Union of India through
General Manager,
Northern Railway,
Baroda House,
New Delhi. Respondents

(By Advocate: Shri R.L. Dhawan)

ORDER

BY HON'BLE MR. S.R. ADIGE, VICE CHAIRMAN (A)

Applicant seeks settlement of his retiral dues on his last pay drawn at the rate of Rs.2450/- p.m. in the scale of Rs.2000-3200 together with arrears and interest thereon.

2. Applicant who was appointed as coaching clerk on 24.9.64 was subsequently promoted as Enquiry-cum-Reservation Clerk in the grade of Rs.330-560 on 31.1.76 and to grade Rs.425-640 on 1.1.84 in Delhi Division. In that capacity he was posted from Delhi Division to Chief Project Manager (PRS) on 10.10.85 and was subsequently promoted as Senior Console Operator in the grade of Rs.450-700 on 14.10.85 in the Office of the Chief Project Manager (PRS). Subsequently he received further promotion in the Project Office itself on ad hoc basis in the scale of Rs.550-750 on 28.11.85 and in

the grade of Rs.650-960 (subsequently revised to Rs.2000-3200) on 1.9.86. Thereafter he was relieved from the Office of the Chief Project Manager (PRS) and was deputed to report to Office of the Director, CRIS on 16.12.89 (Ann. R-1). In the order it was clearly mentioned that applicant would hold his lien in the grade of Rs.1400-2300 as Chief Reservation Clerk in the Office of the CCS, Baroda House, New Delhi. As per lien in his parent cadre, he was promoted as Enquiry-cum-Reservation Supervisor in the grade of Rs.1600-2660 w.e.f. 1.3.93 (Ann. R-2) and his pay was fixed at Rs.1950/- p.m.

3. Thereafter by application dated 7.12.93 applicant requested for permanent absorption in CRIS and submitted his resignation on 30.11.93 which request was not earlier acceded by Railway Board vide letter dated 24.2.94, but subsequently at the request of CRIS, Railway Board accorded approval vide their letter dated 22.8.94, for applicant's extension of deputation from 17.12.92 to 30.11.93 beyond three years, and his resignation (voluntary retirement) from railway service was accepted by Northern Railway by their letters dated 20.1.95 (Ann. A-8) and 9.10.95.

4. Shri Sawhney has argued that applicant is entitled to calculation of settlement dues at his last drawn pay of Rs.2450/- p.m. which he was drawing at the time of his voluntary retirement on 30.11.93. Reliance in this case has been placed on

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Rule 501 Manual for Railway Pension Rules, 1950 as well as Rule 49 Railway Service Pension Rules, 1993. Reliance has also been placed on the CAT, PB order dated 14.11.96 in O.A. No. 1868/95 Ajmer Singh Vs. UOI and Railway Board letter dated 18.9.86 (Ann. AA1 to the rejoinder).

5. On the other hand Shri Dhawan has contended that in accordance with Rule 1303 (1) IREC Vol. II and Rule 49, Railway Service (Pension) Rules, applicant's settlement dues have been calculated on the pay at the rate of Rs. 1950/- p.m. which he would have drawn as Enquiry-cum-Reservation Supervisor in the scale of Rs. 1600-2660 in his parent cadre at the time of his voluntary retirement if he would have been working in his parent cadre as E-cum-R.S.

6. Rule 1303 (1) IREC Vol. II defines pay as the pay other than Special Pay or pay granted in lieu of his person qualification, which has been sanctioned for a post held by him substantively or in an officiating capacity or to which he is entitled by reasons of his position in a cadre. (emphasis added).

7. This Rule which has statutory character clearly provides that for purpose of Rule 49 (RSP) Rules, the pay would mean the amount drawn monthly by applicant which he was entitled by reasons of his position in his own cadre in the Delhi Division. and not to the monthly amounts he drew

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consequent to his coming to the Office of the Chief Project Manager (PRS), which was outside his own cadre, more so as applicant continued to hold lien in his parent cadre in the grade of Rs.1400-2300 as Chief Reservation Clerk in the Office of the CCS, Baroda House, New Delhi.

8. Shri Sawhney has sought to interpret the word 'cadre' occurring the aforesaid Rule 1303 (1) IREC Vol.II to mean any cadre, and has contended that the post the applicant has held in the Office of the Chief Project Manager (PRS) also belongs to a cadre, but a plain reading of Rule 1303(1) makes it clear that the word 'cadre' is used in the sense of particular "cadre" to which the applicant actually belongs, which in this case I see is under Delhi Division and not in the Office of the C.P.M. Ajmer Singh's case (Supra) relied upon by applicant's counsel is also distinguishable on facts, because in that case applicant retired on superannuation from the post to which he had been transferred on ad hoc basis and received promotion, while in the present case applicant went on to be absorbed in CRIS. For these very reasons Respondents' letter dated 18.9.86 (Ann. Ann. AA1) which refers to a case of one Shri Arora is also distinguishable on facts from the one before me.

9. Under the circumstances respondents cannot be said to have committed any irregularity, illegality, inpropriety or infirmity in calculating applicant's settlement dues on the pay at the rate

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of Rs.1950/- p.m. which he would have been drawn as E-cum-R.S. in the scale of Rs.1600-2660 on his voluntary retirement on 30.11.93.

10. The O.A. is therefore dismissed. No costs.

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(S.R. ADIGE)
VICE CHAIRMAN (A)

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