

Central Administrative Tribunal, Principal Bench

O.A. No. 333 of 1994

New Delhi this the 21st day of September, 1999

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

Dr. P.N. Gambhir  
S/o Late Shri J.R. Gambhir  
Aged about 46 years  
R/o 29/8 East Patel Nagar,  
New Delhi. ....Applicant

By Advocate None

Versus

1. Union of India through  
the Secretary,  
Department of Bio-Technology,  
Ministry of Science and Technology,  
Government of India,  
Block No.2, 7-8th Floor,  
C.G.O. Complex,  
Lodhi Road,  
New Delhi-110 003.
2. The Secretary,  
Ministry of External Affairs, o  
Government of India,  
South Block,  
New Delhi.
3. The Director,  
Indian Agricultural Reserach Institute,  
Government of India, Pusa,  
New Delhi-110 012. .... Respondents

(Be Advocate Shri N.S. Mehta)

ORDER (ORAL)

By Hon'ble Shri S.R. Adige, Vice Chairman

Applicant impugns respondents letter dated 25.5.1993 (Annexure A) and seeks a direction to respondents to pay him the difference between the equivalent of the Associateship value in Pound Sterling on the date of his joining i.e. 2nd June, 1990 and the actual amount paid to him with 18% interest thereon till the date of realisation.

(10)

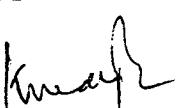
2. None appears for applicant even on the second call although we waited till 4.00 p.m. today. Mr. N.S.Mehta, had appeared earlier on behalf of respondents and has been heard.

3. We have also perused the materials on record, and considered the OA on merit.

4. The terms & conditions of the Award granted to applicant are contained in respondents DO letter dated 2.5.90 (Annexure A-1). Para 4 of those conditions makes it clear that the Associate would be entitled for an associateship of US \$ 1200 per month or its equivalent in foreign exchange in the country of study during the period of the Associateship. It is not denied that the applicant accepted the terms & conditions of the associateship.

5. From the aforesaid it is clear that during the period of Associateship applicant was entitled to US \$ 1200 per month or its equivalent in foreign exchange and any losses/gains due to fluctuation of exchange rates should have to be borne by applicant. In the light of the terms & conditions which applicant accepted, respondents were not required to reimburse him for the same.

6. In the result, we find no reasons to warrant judicial interference in this O.A. which is devoid of merit and is accordingly dismissed. No costs.

  
(Kuldip Singh)  
Member (J)

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

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