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CENTRAL ADMINISTRATIVE TRIBUNAL

PRINCIPAL BENCH : DELHI

C.C.P. NO. 154/1990 in
O.A. NO. 874/1988

DATE OF DECISION : 26.8.1991

C. S. ARORA & ANR. ... PETITIONERS

VS.

UNION OF INDIA & ANR. ... RESPONDENTS

SHRI B. KRISHAN, COUNSEL FOR PETITIONERS

SHRI P. P. KHURANA, COUNSEL FOR RESPONDENTS

CORAM : HON'BLE MR. JUSTICE RAM PAL SINGH, VICE CHAIRMAN (J)
HON'BLE MR. P. C. JAIN, MEMBER (A)

JUDGMENT

Hon'ble Shri P. C. Jain, Member (A) :

The applicants in O.A.874/88 have filed this Civil Contempt Petition (C.C.P.) for the alleged wilful defiance of the directions given by the Tribunal in the judgment dated 30.10.1989 in the aforesaid O.A. A notice was issued to the respondents who have filed their reply and the petitioners have filed their rejoinder. We have also heard the learned counsel for the parties.

2. In the judgment dated 30.10.1989 the following directions were given :

"11. In the light of the foregoing, the application is disposed of with the following orders/directions :-

(1) The applicants are jointly and severally liable to pay the market rent in respect of the premises at Qr. No.26, Probyn Road, Delhi till the date of commencement of the amendment to the Allotment of Government Residences (General Pool in Delhi)Rules, 1963 providing for payment of damages instead of market rent. For the period after the commencement of the amendment to the said Rules and till applicant No.1 is regularised in the said quarter or he is given alternative accommodation, they are liable to pay damages instead of market rent at the rates prescribed.

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(2) The respondents shall take a decision on the question of regularisation and allotment of the aforesaid accommodation in the name of applicant No.1 or allotment of an alternative accommodation to him of his entitled type in any locality expeditiously, but in no event later than 31st December, 1989. Applicant No.1 shall be allotted the accommodation accordingly but subject to his clearance of the dues mentioned in (1) above."

3. The case of the petitioners rests entirely on the direction in sub-para (2) of para 11 of the judgment to the effect that "a decision on the question of regularisation and allotment of the aforesaid accommodation in the name of the applicant No.1 or allotment of an alternative accommodation....expeditiously, but in no event later than 31st December, 1989", has not been complied with within the period prescribed in the judgment. In the reply filed by the respondents it is stated that this direction was subject to the applicant No.1 in the O.A. clearing the dues as per direction in sub-para (1) of para 11 ibid. Learned counsel for the respondents also stated that the respondents are prepared not only to take immediate action for regularisation or allotment if the petitioners clear the dues as per the directions in the judgment; but after the payment of dues upto December, 1989 ^{as} already intimated to the petitioners, is made, they are prepared to give the petitioners further six months' time to clear the dues from January 1, 1990. Learned counsel for the petitioners stated that he was prepared to deposit the dues worked out by the respondents for the period upto 31.12.1989 but on the condition that no market rent or damages will be recoverable for the period thereafter as, he further contended, that the respondents have not been able to tell the petitioners the date as to when the notification for recovering damages instead of market rent for the houses in the General Pool in Delhi had been issued. He also

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contended that an on-account payment of Rs.4,000/- had already been made by the petitioners. From this it is clear that the petitioners have yet to fulfil their part of the obligation before the respondents are duty bound in terms of the directions in the judgment to regularise or allot an alternative accommodation.

4. In view of the foregoing discussion, we are of the considered view that there is no wilful disobedience by the respondents of the orders of the Tribunal in the judgment dated 30.10.1989 in O.A.874/88 and that the C.C.P. is devoid of merit and is accordingly dismissed. Notice to the respondents is discharged. It would be in the interest of both the parties to sit together to work out the details of the dues recoverable so that payment of the dues and the regularisation/allotment of the alternative accommodation can be organised without further delay.

We leave the parties to bear their own costs.

(P. C. JAIN)
26/8/91
MEMBER (A)

(RAM PAL SINGH)
26/8/91
VICE-CHAIRMAN (J)