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CENTRAL ADMINISTRATIVE TRIBUNAL, PRINCIPAL BENCH,
NEW DELHI

DA 672 of 1990

Decided on 1-8-1990

Shri K.L.Khullar

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Applicant

versus

1. Union of India through
General Manager, Northern
Railway, Baroda House,
New Delhi.
2. Financial Advisor & Chief
Accounts Officer, Northern
Railway, Baroda House,
New Delhi.

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Respondents

For the applicant - Mr. J.K.Bali, Advocate.

For the respondents - Mr. O.N.Moolri, Advocate.

JUDGMENT: (Judgment delivered by Sh.B.S. Sekhon, VC).

The instant Application was listed for admission/further directions. The learned counsel for the parties agreed that the Application may be disposed of finally. After hearing the arguments addressed by the learned counsel for the parties and considering the pleadings, and documents on record, we are accordingly proceeding to judgment.

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2. It is common-ground that the applicant retired from Railway Service as Depot Store Keeper-III on 31st May, 1985. Out of total sum of Rs. 29510.25, payable to the applicant on account of gratuity, a sum of Rs.26771.10 only was paid vide FA & CAO's letter No.01856 010 dated 20.3.86(Annexure A-1). The withheld amount of Rs.2739.15 has not yet been paid to the applicant. The reason for

withholding the aforesaid amount is that the applicant was responsible for the leakage of oil of the value of Rs.2739.15. According to the respondents, the applicant is liable to recompense the department for the loss occasioned by his fault in not taking steps to stop the leakage. Applicant claims payment of the aforesaid withheld amount of Rs.2739.15 alongwith interest thereon. He also claims interest on the delayed payment of Rs. 26771.10. Respondents have also raised the plea of limitation. Alongwith the Application, applicant has filed a petition for condonation of delay under Section 21(3) of the Administrative Tribunals Act, 1985. In the petition seeking condonation of delay, applicant has, inter-alia, averred that he had filed representation dated 20th May, 1988 (Annexure A-2) followed by a reminder dated 7-10-88 (Annexure A3); he could not approach the Tribunal earlier because of his having suffered a second heart attack in March, 1989 and having been advised complete rest. Applicant has also relied upon Annexures A-4, A-5 and A-6 in the aforesaid petition.

3. Taking into account the entirety of the facts and circumstances, we are of the considered view that the delay merits condonation and we hereby condone the delay in filing the instant Application.

4. Adverting to merits, it may be straightway pointed out that the amount of Rs.2739.15 has been withheld without any enquiry and giving opportunity to the applicant. A perusal of the communication dated 23.12.88 (Annexure A-6) addressed by the Dy. Controller of Stores, Northern Railway to the FA & CAO, reveals that the

leakage was brought to the notice of Dy.COS/SSE when the applicant handed over the charge on the verge of retirement to another Depot Store Keeper and that after going through the facts it was decided by Dy. COS to write off the loss, leakage was not verified by the Dy.COS to the extent of 260 lts. Write off statement No.125-S/W.Off/DSL/SSB dated 21.2.86 was also returned with the remarks that the same may be vetted and returned to the Dy.COS to take further necessary action, as the applicant was pressing hard for early finalisation of his case. In view of the foregoing, it can be safely stated that withholding of Rs. 2739.15 on account of gratuity is wholly unjustified. The applicant is, therefore, held entitled to the aforesaid amount. His claim for interest also seems to be justified. As regards the period from which the interest should be paid, we find that the applicant agitated the question of withholding of the aforesaid amount on 20th May, 1988. After allowing a reasonable period from 20th May, 1988, we are of the view that the liability of the respondents to pay interest should commence from 1st August, 1988 and should continue till the date of actual payment. 12% rate of interest would appear to be reasonable.

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5. Turning to the claim of the applicant for payment of interest on account of the delayed payment of Rs.26771.10, it may be stated that the learned counsel for the applicant was not able to give a categorical answer to a pointed query raised from the Bench on the point as to whether or not any interest on the aforesaid

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amount has already been paid to the applicant. The respondents are liable to pay interest to the applicant on the sum of Rs. 26771.10 after the expiry of three months' period from 31st May, 1985 i.e. With effect from 1-9-1985 till the actual payment in case they have not paid the same.

6. In the premises, the respondents are hereby directed to pay the sum of Rs. 2739.15 to the applicant alongwith interest thereon @ 12% w.e.f. 1-8-1988 till the date of actual payment. The respondents are also directed to pay interest on the amount of Rs. 26771.10 for the period commencing from 1-9-85 till the date of actual payment at the rate stipulated by the then applicable rules and instructions, in case they have not paid such interest. The respondents shall comply with the aforesaid directions within a period of three months from today. The Application is disposed of accordingly. In the circumstances, we make no order as to costs.

I.K. Rasgotra
(I.K. Rasgotra)
AM 1/8/90

B.S. Sekhon
(B.S. Sekhon)
VC.

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