

- 124 -

CENTRAL ADMINISTRATIVE TRIBUNAL
PRINCIPAL BENCH
NEW DELHI

O.A. NO. 1850/91

DECIDED ON : 3.7.1992

Smt. Tara Rani Tolaney

... Applicant

Versus

Union of India & Ors.

... Respondents

CORAM : THE HON'BLE SHRI P. C. JAIN, MEMBER (A)

Shri B. B. Verma, counsel for the Applicant
Shri M. L. Verma, counsel for the Respondents

J U D G M E N T (ORAL)

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

The applicant who was employed as U.D.C. in the Office of the Director General (Investigation) North, of the Income Tax Department, went on voluntary retirement w.e.f. 28.2.1989. Her grievance in this O.A. filed under Section 19 of the Administrative Tribunals Act, 1985 is that her various retirement dues were paid with considerable delay and as such she has claimed interest on the delayed payment. To be precise, she has prayed for — (1) that the commutation value of her pension should be re-worked out with reference to her age at 44 years instead of 45 years as done by the respondents, and consequentially she should be paid a difference of Rs.677/- with interest at the rate of 18 per cent from 1.4.1991; (2) that missing credits in her General Provident Fund account for 21 months be paid to her with interest at the rate of 18 per cent; (3) interest at the rate of 18 per cent on the gratuity amount of Rs.21,600/- from 1.3.1989 to 31.3.1991; (4) interest on arrears of pension amounting to Rs.4,289/-; (5) refund of Central Government Employees Insurance Scheme amounting to Rs.205/- along with interest at the rate of 18 per cent from 1.3.1989 till the

Cy

-15-
~~15~~

date of actual refund; and (6) pro-rata bonus for 11 months of service and interest at the rate of 18 per cent. She has also prayed for a declaration that the applicant is entitled to transfer grant, packing allowance and cost of journey upto Bombay like any other Government servant with a lien on this right for six months after all her dues are settled. Further, she has prayed for cost of the proceedings as also interest on the total claim during the pendency of this O.A.

2. The respondents have contested the O.A. by filing a reply to which the applicant has filed a rejoinder. Thereafter, the respondents have also filed an additional affidavit. I have carefully perused the material on record and also heard the learned counsel for the parties.

3. Learned counsel for the applicant submitted at the bar that the applicant has since received the amount due to her on account of the Insurance Scheme and nothing more is due to her on that account.

4. As regards the interest on arrears of pension, it cannot be disputed that the applicant became entitled to monthly pension w.e.f. 1.3.1989 but the same was sanctioned some time in March, 1991 and the amount was credited to her account, as per the statement of the learned counsel for the applicant, for the first time in April, 1991. The defence of the respondents is that she had submitted her papers on 14.12.1989. Though the applicant contests this on account of the fact that the forms were submitted by her earlier, yet it appears to be that certain errors were detected in the forms filled-up by her and the date 14.12.1989 appears to be with reference to the date when the properly filled in forms were available with the respondents. Leaving the period of about three months

C.

16

for processing the matter, I am of the view that the applicant is entitled to interest for the period from 1.4.1990 to February, 1991 at the rate of 12 per cent per annum.

5. As regards the dispute about the manner of commutation of the pension, the respondents have stated in their reply that the applicant had applied for commutation only on 14.12.1989. This statement of the respondents has not been controverted by the applicant in her rejoinder. This being the case, and the date of birth of the applicant falling in July, her commutation entitlement under the rules could not have been worked out with reference to age at next birthday in 1989. Thus, it is not possible to hold that the commuted value of pension has not been correctly worked out. Learned counsel for the applicant stated that the commuted value of pension was released to her by sanction issued in March, 1991. The position of the rule is that until the commuted value of pension is credited to the account of the retired Government employee, he continues to draw his total gross pension. In view of this, any claim for interest on delayed payment of commutation of pension is not legally tenable.

6. On the grounds which have already been stated with reference to interest on arrears of pension, the applicant is also entitled to interest at the rate of 12 per cent per annum on the amount of gratuity of Rs.21,600/- from 1.4.1990 to 28.2.1991.

7. The applicant in her O.A. has specifically contended that as per the letter of the Zonal Accounts Officer dated 1.2.1989 credit for the following months in the G.P.F. account of the applicant were missing :-

(a) September & October, 1970,

(b) December, 1970 to March, 1971,

(c) June, 1973,

Ce.

16-17-

(d) May to September, 1974,

(e) February, 1975 to March, 1975,

(f) September, 1975 to March, 1976 (Total 21 months)

In their reply, the respondents have only stated that copies of GPF account statement are given to the employees every year and that it is their duty to point out missing credit to the concerned officer and get it settled which the applicant had failed to do so. This may be the plea for defence for denying any interest on the alleged delayed payment, but cannot at all be the reason for denying the applicant the money which she paid by means of monthly subscription towards GPF account. The respondents are accordingly directed to trace^e the aforesaid missing credits within a period of three months from the date of receipt of a copy of this order and pay the amount found due to the applicant within one month thereafter. Needless to say that under the rules even if a missing credit is traced subsequently and given credit to in the account for the subsequent periods, the subscriber is entitled to interest from the^{a year} to which the subscription relates, and, therefore, while working out the amount due to the applicant on that account, the credit of interest as aforesaid shall also be allowed at the relevant rate for the related period.

8. As regards the claim of the applicant for pro-rata bonus for 11 months of service and interest at the rate of 18 per cent thereon, the respondents have specifically stated that under the relevant orders this was payable only to those employees who were in service as on 31.3.1989. There is nothing on record to controvert this statement. Accordingly, this claim cannot be allowed.

Cu.

18

9. As regards the prayer for a declaration in favour of the applicant for entitlement of transfer grant, packing allowance and cost of journey upto Bombay, the respondents have specifically stated in their reply that as per rules, this concession should be availed by the employees during leave ^{or preparatory} ~~perpetual~~ ^{for} retirement or within one year of the date of retirement. The applicant has not shown that this is not the provision under the rules. She has also not shown that she had performed journey and had transported her personal effects within one year of her retirement. Accordingly, she is not entitled to this relief prayed for in accordance with the provisions of the rules on the subject.

10. I do not find sufficient ground to either award costs or to award interest for the claim ^{or} allowed for the period during which this O.A. has been pending.

11. In the light of the foregoing discussion, this O.A. is partly allowed in terms of the directions for payment of interest for delayed payment of pension, for payment of interest on delayed payment of gratuity and for tracing the missing credits in the GPF account and paying the amount found due to the applicant, within the period specified in the foregoing paras. No costs.

P. C. Jain
(P. C. Jain)
Member (A)