

(10)

IN THE CENTRL ADMINISTRATIVE TRIBUNAL
PRINCIPAL BENCH, NEW DELHI.

Regn. No O.A. No 2225/91

Date of decision 1.9.1992

T.K. George Thatitil

Applicant

Dr. D.C. Vohra

Counsel for the applicant

vs.

Union of India

Respondents

Ms. Jaswinder Kaur

Counsel for the respondents

CORAM

The Hon'ble Mr. Justice Ram Pal Singh, Vice-Chairman(J).

The Hon'ble Mr. L.P. Gupta, Member (A).

JUDGMENT (ORAL)

At the request of both the counsel, the O.A. is finally heard.

2. In this application, the applicant had requested for direction to Respondent Nos. 1 and 2 to pay to the applicant the arrears of O.T.A. (Over Time Allowance) for the period from 1.5.86 to 30.9.88, as worked out by Respondent No. 2 and also interest at the rate of 12% per annum.

3. The applicant joined as a chauffeur with Respondent No. 2 on 27.10.86 (Indian Embassy Vienna). On 1.5.86, Respondent No. 1 (M.E.A.) issued instructions regarding higher overtime allowance to chauffeurs. After a lapse of more than two years, Respondent No. 2 sought clarification from Respondent No. 1 regarding the O.T.A. order dated 1.5.86. Respondent No. 1 expressed displeasure vide communication dated 8.10.88 as to why Respondent No. 2 had not carried out the instructions dated 1.5.86. Respondent No. 2 explained the position and prepared a 'Due and Drawn' statement of the O.T.A. of the applicant for the period May 1986 to September 1988. Respondent No. 1 rejected the arrear claim of the applicant. However, the matter was raised again by the Indian Ambassador during his visit to headquarters and Respondent No. 1 then approved the payment of O.T.A. for the period from 1.5.88 to 31.4.89. Part of the arrears of O.T.A. said have been earned by the applicant

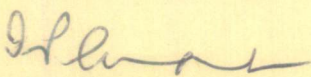
in accordance with the instructions dated 1.5.86 remained unpaid.

4. The learned counsel for the applicant contended that there is no legal basis for accepting part of the O.T.A. claim while rejecting the major part. Instructions dated 1.5.86 were clear and had to be carried out according to the instructions of Respondent No.1 themselves. He added that no opportunity was given to the applicant also to explain why only part of the O.T.A. should be admissible and part rejected. At this stage, the learned counsel for the respondents added that the applicant was informed why part O.T.A. was not paid. The counsel for the respondents also said that the reason for non-payment was the financial stringency.

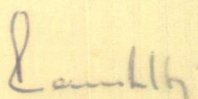
5. Keeping in view the above factors and arguments, we find that a claim which is justified on the basis of the instructions of the respondents themselves cannot be said to be inadmissible on the ground of financial stringency, more so when it is brought out by the learned counsel for the applicant that other employees have been paid higher O.T.A. for the period. This discrimination in respect of the applicant is, therefore, against equity and fair play. In the circumstances, we direct the respondents to examine the 'Due and Drawn' statement of O.T.A. of the applicant for the said period of May 1986 to September 1988 and pay him the dues within a period of three months from the date of the receipt of a copy of this order. The payment should be made in Rupees.

6. We are not inclined to grant any interest on the O.T.A. keeping in view the nature of the allowance and the fact that the respondents have said that financial stringency is the reason for not granting overtime allowance.

7. With the above directions, the O.A. is finally disposed of with no order as to costs.


(L.P. GUPTA)

MEMBER (A)


(RAM PAL SINGH)

VICE-CHAIRMAN (J)