

Central Administrative Tribunal
Principal Bench, New Delhi.

(24)

O.A. No.2893 of 1991

25th day of March, 1994.

Shri N.V. Krishnan, Vice-Chairman(A)

Shri B.S. Hegde, Member (J)

Shri V.P. Bhatia,
MES-308363
Supdt. B/R Grade-I,
C/o C.E. Delhi Zone,
Delhi Cantt.

Applicant

By Advocate Shri B.B. Raval.

Versus

Union of India through

1. Secretary,
Ministry of Defence,
South Block, New Delhi.

1A. Engineer-in-Chief,
Army Hqrs., Kashmir House,
New Delhi-110011.

2. Officer Incharge Records,
Bengal Engineer Group & Centre,
Roorkee-247667.

3. C.W.E. Delhi, Delhi Cantt.-10.

4. GE 861, Engineer Works Section,
C/o 56 APO.

5. Pay and Accounts Officer(ORs),
Bengal Engineer Group & Centre,
Roorkee-247667.

Respondents

By Advocate Smt. Raj Kumari Chopra.

O R D E R

Shri N.V. Krishnan, Vice-Chairman(A)

V The applicant, a Supdt. Grade I, B&R, in the

Military Engineering Service of the Ministry of Defence, has impugned the Annex.P-1 note dated 16.8.1991 of the respondents stating that the C.A.O., Ministry of Defence, has stated that a sum of Rs.14,558/- was outstanding against the applicant and he is to be asked to state how this outstanding amount would be recovered from him. At the same time, the applicant has complained of (i) non-payment of pay and allowances as Supdt. Grade I, B&R, w.e.f. 28.6.1986 in the scale of Rs.1640-2900 under the revised Pay Rules at Rs.2180/- as basic pay; (ii) delay in fixation of pay under the revised Pay Rules and resultant loss suffered by the applicant; (iii) non-payment of interest on the amounts contributed/subscribed towards G.P.F. from 1986-87 to 1989-90; (iv) non-payment of conveyance allowance at the rate of Rs.230/- per month for the period from 7.2.1987 to 20.4.1990; and (v) not making corrections to the statement of accounts, resulting in illegal and undue debit in the account of the applicant.

2. The facts of the case and the circumstances giving rise to these grievances are as follows:

2.1 Admittedly, the applicant joined the Military Engineering Service on 29.6.1964 as Supdt., B&R, Gr.II - stated to be equivalent to Overseer/Junior Engineer. He was promoted on 28.6.1986 as Supdt., B&R, Gr.I and transferred from the control of Commander, Works Engineer, Delhi Cantt. (Res.3) to the control

of the Garrison Engineer, 861, Engineer (Works) Section C/o 56, APO (Res.4).

2.2 The pay-scales were revised from 1.1.1986 on the recommendations of the Fourth Pay Commission. The applicant completed all formalities in October, 1986. The revised pay-scale as on 1.1.1986, was to be fixed by Respondent No.3 thereafter and he was to be given the revised pay-scale from November, 1986.

2.3 After a good deal of representations and delay, the applicant's pay on promotion as Supdt., B&R, Gr.I from 27.6.1986 in the scale of Rs.1640-2900 was initially fixed at Rs.2120/- by the letter dated 25.9.1990 (Annex.A). On his representation, it was revised to Rs.2180/- by the letter dated 25.5.1991 (Annex.B). Both these letters are addressed to the Army Headquarters (Res.1-A) and refer the letter of the Pay & Accounts Officer (other respondent) Roorkee (Res.5) by which this fixation was authorised.

2.4 It is alleged in para.4(f) and 4(g) of the application that even after this delay, the applicant has not been paid the arrears in the revised pay-scales as Supdt., B&R, Grade I from 28.6.1986 till November, 1991. He has also alleged that he is being paid at present at the pre-revised pay-scales, thus causing lot of hardship. In this respect, the applicant has submitted in Annex.C collectively, the details of the arrears of pay and allowances due to him from 28.6.1986 to 30.9.1991 which amount to Rs.51,893/- The amount of interest claimed by him works out to Rs.35,728/-. He thus claimed that Rs.87,621/- is due to him from 28.6.1986 to 30.9.1991.

2.5 The second allegation relates to his G.P.F. account. He alleges that credits have not been afforded of the subscriptions to his G.P.F. and on this account, he claims additional interest of Rs.6,588/- in accordance with the details given at Annex.D.

2.6 His third grievance relates to non-payment of conveyance allowance. It is stated that while working with the 4th respondent as Supdt., B&R, Gr.I, the applicant was required to supervise construction and maintenance of works at great distance from his place of duty. According to the Annex.E letter dated 20.4.1987 of the Assistant Engineer under whom he was working, addressed to the 4th Res., it is stated that the applicant was not provided with any official transport though he has to travel extensively, i.e., about 24 Kms. a day, and that the expenditure thereon comes to Rs.250/- per month. He, therefore, requested for sanction of this conveyance allowance. The applicant, however, claims in his application Rs.230/- p.m. only for the entire period he remained on such duty with the 4th respondent, i.e., from 7.2.1987 to 20.4.1990. The conveyance allowance demanded for this period amounts to Rs.8970/- (Annex.F) and an interest of Rs.4895/- is claimed thereon, making a total of Rs.13,865.

2.7 In addition, the applicant submits that the Defence civilians are also sometimes posted in field

areas/operation areas/high altitude areas in the exigencies of work and they are then entitled to either grant of free ration or Ration Allowance in lieu thereof. He alleges in para.4.4 that for January, 1987, January, February, October, November, December, 1988, January, September, October, November, 1989 and from January to April, 1990, he has not been paid the Ration Allowance despite making many representations. The amount on this account claimed by him is Rs.3500/- in Annex.G, besides an interest of Rs.2076/- thereon.

2.8 It is in these circumstances that he has prayed for a direction to quash the impugned Annex. P-1 order relating to recovery of alleged over-payment of Rs.14,558/- and he has also asked for payment of the amounts mentioned in Annex.C relating to arrears of pay, Annex.D relating to interest on G.P.F., Annex.F relating to conveyance allowance, and Annex.G relating to Ration Allowance.

3. When the application was heard on 6.12.1991, an ad interim direction was issued to the respondents to stay the recovery in pursuance of the Annex.P-1 letter, which has been continued since then.

4. The respondents have filed a reply opposing the application. It is contended that the application is barred by jurisdiction and limitation. The important points made in the reply are as follows:

4.1 In so far as the fixation of pay and payment of arrears is concerned, it is stated as follows:-

PARA 1(a): PAO(ORs) BEG Roorkee vide their letter No. L-I/861/308363 dated 27.1.92 intimated that pay has been drawn @ Rs.2180/- PM w.e.f. 01.7.86 and subsequent Increments due has already been adjusted on notification of pay fixation in Group Part II Order No.266/2/90 and 7/29/91.

PARA 1(b): Pay fixation case was submitted to PAO (ORs) BEG Roorkee by Record Office BEG Roorkee under their letter No.DOC-6(b)/MES-308363/861/61/R dated 30.8.90 and the same was returned by PAO (ORs) BEG Roorkee vide their letter No. even dated 31.8.90 duly approved.

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PARA 1(e): Pay accounts of the civilians are maintained in the running ledger accounts by the PAO (ORs) BEG Roorkee and discrepancy if any is rectified in the subsequent months without making corrections in the Statement of Accounts already issued to the indl by them.

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PARA 4.1(d): The indl was getting Rs.2050/- as Basic Pay on 01.1.86, hence his pay on promotion w.e.f. 28.6.86 the grade of Supdt. B/R Gde I was correctly fixed as Rs.2120/- PM as intimated by PAO(ORs) BEG Roorkee who is the sole authority for fixation of pay and allowances of all India Based Personnel like the Petitioner.

PARA 4.1(e): On revision of pay fixation, i.e., Rs.2120/- as on 01.1.86 by CWE Delhi Cantt., his pay on his promotion as Supdt. B/R Gde-I was revised raising his pay to Rs.2180/- PM w.e.f. 28.6.86.

PARA 4.1(f): Statement of the indl is not correct. Pay of the indl had been drawn as per revised pay scale under RPR-86 as intimated by the PAO (ORs) BEG Roorkee.

PARA 4.1(g): Arrears on account of Pay Fixation has been drawn in 5/91 after notification of Pay fixation in Part-II orders as stated in para.1(a) above. Arrears have been adjusted against over drawal of pay on ACR by the individual.

PARA 4.1(h): Statement of the indl seems to be incorret. His pay has been drawn in the revised scale since Jan 87 by PAO (ORs) BEG Roorkee which can be seen from the statement of accounts for Quarter Ending 8/87."

4.2 In so far as the conveyance allowance is concerned, it is stated that the case was forwarded to the competent authority who returned the same to the 4th respondent by his letter dated 4.7.1987 (Annex.1). The fourth respondent was advised that as the controlling authority, he is competent to sanction the same, if permissible under the Rules after getting verified the actual distance by the civil authorities, subject to Rule 222 of the Travel Regulations. Note 1 to that Rule in Annex.1 clarifies that it applies to offices and civilians serving in peace areas and to those personnel serving in operational areas to whom field service concessions are not applicable. It is stated that as the applicant was getting field service concessions, the conveyance allowance was not admissible.

4.3 In regard to Ration Allowance, the respondents have stated as under:-

"**PARA 4.4 & 4.5:** LRA for the period mentioned by the indl is as under:-

JAN 87, Feb '88, Dec 88, Jan 89, Oct '89, Nov '89, Jan 90 and Apr '90 has since been published and promulgated in the Group PTOs. However, there is a discrepancy of LRA for two months only i.e. the months of Jun '87 and Mar 90 which has not been published that too because the individual himself has failed to submit LRA certificate which is an essential requirement for publication of CR.

Hence the allegation is denied on the contrary the individual himself is responsible for this lapse."

4.4 In regard to the recovery required to be made in the impugned Annex.P-1 note, the respondents have stated as follows in reply to the grounds in para.5 of the O.A.:-

"PARA5: Facts of the case as stated above, clearly show that Sh. V.P. Bhatia has been paid pay and allowances according to his entitlement. In fact, he was drawing pay in excess of his entitlement of ACR, hence a sum of Rs.14,558/- drawn in excess by the individual was shown in the LPC for recovery which was amended to read as 13,568/- vide PAO (ORs) BEG Roorkee Office No.L-I/861/EWS/308363 dt 16.6.91. Due/Drawn statement clearly shows that amount excess drawn was required to be shown as 11,647/- whereas the same was shown Rs.13,658/- difference of Rs.2011/- is due to the non-credit of Bonus for 86-87 and DA arrears from 7/87 to 11/87 etc. As stated by PAO(ORs) BEG Roorkee this amount is withheld against the non-recovery of Rent for 7/86, 6/89, 7/89, 8/89, 9/89, 2/90 and 3/90 as the Rent Bills have not been received from Unit Accountant BSO CWE Delhi Cantt. Hence the grounds raised in sub Paras A to G of Para 5 are wholly baseless and untenable in view of the facts explained above."

4.5 No reply is given to the allegation relating to the G.P.F. It is stated that this concerns JCDA (Funds) and that we have no jurisdiction.

4.6 It is, therefore, contended that the application has no force and should be rejected.

5. In a rejoinder filed to the reply, the applicant has made the following points:

5.1 He states that he received only the difference of pay on the basis of the revised scales from 1.1.1986

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to 30.6.1986 from the second respondent and that too in May, 1990. He reiterates that after he was transferred back from Jammu & Kashmir to the Office of the 3rd Respondent, he continues to be paid at the old pre-revised rates of pay. In support of this contention, the applicant has produced a copy of the pay bill for the month of May, 1993 (Annex.K) showing the pay drawn in the pre-revised pay-scale.

5.2 In regard to the conveyance allowance, it is stated that it is admissible to him under Rule 229 of the Travel Regulations (Annex.dL). He has also filed Annex.M letter addressed by the 4th Res. to the P.A.O. (ORs) Bengal Engineer Group, Roorkee (5th Res.), intimating him that the letters mentioned in the application dated 8.10.1990, are not traceable and the concerned authority has been directed to forward the same at the earliest. It is alleged that the respondents have intentionally failed to mention that the original representation regarding conveyance allowance was made on 7.2.1987. The other averments made in the O.A. are reiterated after denying what has been stated to the contrary in the reply.

6. The matter came up for hearing on a number of occasions. On 29.10.1993, we directed the 3rd Respondent to remain present on 10.11.1993 to clarify the reply filed by the respondents, particularly para.4(1) (f) thereof. Shri Gurdial Singh the third respondent, appeared in person. He was

asked to file an affidavit before 19.11.1993 stating whether the pay of the applicant in accordance with the revised Pay Rules which is stated to be drawn in para.4(1)(f) of the reply has actually been paid and the original record evidencing such payment was directed to be kept ready for perusal on that date. Since then, there have been three hearings ending on 7.2.1994 and on none of these days, anyone was present on behalf of the respondents. The affidavit required to be filed by Res.3, has also not been filed and, therefore, the case was closed for orders.

7. We cannot refrain ourselves from observing that the respondents have failed to file a proper reply to the allegations made in the O.A. which are specific in nature. They have failed to annex copies of documents to rebut the applicant's allegations. Even though an opportunity was given to the third respondent to file a proper affidavit to prove that the arrears in respect of the pay and allowances on the basis of fixation of pay under the Revised Pay Rules have been paid to the applicant, yet no such affidavit was filed.

8. We have heard the arguments of the learned counsel for the applicant and perused the records:

9. In so far as the impugned Annex.P-1 order is concerned, it does not give any detail, whatsoever, as to how the alleged over-payment had arisen. A

Government servant is entitled to know the reasons for holding that there has been an excess payment before recovery is made. Normally, a notice should have been given in this regard so that the Government servant could explain the position to satisfy the controlling authority. Even if that is not done and it is felt that, undoubtedly, there has been an overpayment which requires to be recovered, the controlling authority is bound to state clearly the reasons for such a conclusion and the calculations on the basis of which the correctness of the computation of overpayment can be verified. Not having done so, the Annex.P-1 is liable to be quashed.

10. That takes us to the important allegations made by the applicant regarding arrears of pay on the basis of the pay fixation in the revised pay-scales in the grade of B&R-I. It is seen from the Annex.A dated 25.11.1990 of the 4th Respondent to the Deputy Director General of Works, E-in-C Branch, Army Hqrs., Delhi (i.e., Respondent No.1A) that the 5th respondent had fixed on 31.8.90, the pay of the applicant w.e.f. 28.6.1986 on promotion to Supdt., B&R-I, at Rs.2120/- in the revised scale of Rs.1640-2900 with the date of next increment as 1.6.1987. It was also intimated that the annual increments for the years 1987-88 and 1989 were under consideration.

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11. Subsequently, the Record Officer, Record Office, Bengal Engineers Group, Roorkee, wrote a letter to Res.1-A on 25.5.1991 (Annex.B) stating that the applicant's pay has been fixed at Rs.2180/- from 28.6.1986 and the subsequent annual increments for the year 1987-88 and 1989 have also been granted. The enclosure thereto makes it clear that this has been done on the authority of the 5th Respondent's letter dated 1.11.1990. It also makes it clear that the Part II order earlier issued fixing the pay at Rs.2120/- by the Annex.A letter, stands cancelled. In the circumstances, we fail to understand how it is stated in the respondents' reply to para.5 of the O.A., i.e., to the grounds, that there has been an overpayment as he was drawing pay in excess of his entitlement.

12. The applicant has given his calculations at Annex.C, financial year-wise showing the amounts which are due to him and the amounts which have been accounted for already by the Department and the difference that remains to be accounted for. He has also claimed interest thereon at the rate of 24 per cent per annum. Except for the replies extracted above, the respondents have not produced any documentary proof relating to payment of these dues. No comments have been made by them on the calculations made in Annex.C. We, therefore, are severely handicapped in this regard. Therefore, we have scrutinised the

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statements contained at Annex.C and we have reached the following general conclusions:-

(i) We are, *prima facie*, satisfied - primarily because the respondents have neither effectively denied nor produced proof to the contrary - that the applicant is entitled to the difference claimed by him in respect of those months where he admits that certain payments have been accounted for, but at a lesser rate than was due to him. Thus, for example, in regard to the year 1986-87, we are satisfied that for the period from 1.1.1987 to 31.3.1987, an amount of Rs.258/- is due to him, being the difference between the revised pay at Rs.2180/- with the D.A. of Rs.174/- payable thereon for three months and the pay of Rs.2100/- and the D.A. of Rs.168/- thereon, which stands accounted for in respect of those three months. This will hold good for all such periods.

(ii) However, in respect of the period from 1.7.1986 to 31.12.1986, where the applicant claims a difference of Rs.13,602/- on the ground that nothing has been accounted for during this period, we are unable

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to accept this statement at face value.

The Provident Fund Account enclosed to Annex.D shows a credit of Rs.150/- each in the months July, 1986 and October, 1986. Perhaps, the pay for those months has been accounted for. In the circumstance, in respect of these months, the claims will have to be restricted subject to certain conditions by the respondents which will relate to establishing that payment in full as claimed by the applicant, or as considered proper by the respondents, have been made. We will spell out these conditions in the order.

(iii) Claims as in (ii) above are made for the periods 1.6.1988 to 31.7.1988, 1.3.1989 to 31.3.1989, and 1.4.1989 to 31.8.1989. The Provident Fund Account (Annex.D) shows a credit of Rs.4950/- in October, 1989, i.e., perhaps for 33 months at the rate of Rs.150/- each. This could be indicative of the fact that pay and allowances for such period have been paid.

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In respect of such periods also, the claim will be restricted as indicated in (ii) above.

(iv) Implicit in the statements for the years 1986-87 to 1989-90 is the allegation that the basic pay accounted for is only Rs.2100/- with corresponding D.A., whereas the entitlement is Rs.2180/- from 28.6.86, Rs.2240/- from 1.6.1987, Rs.2300/- from 1.6.1988, Rs.2360/- from 1.6.1989 and Rs.2430/- from 1.6.1990. The difference has been worked out on this basis which, supported by documentary proof, in the absence of any denial, has to be allowed subject to the observations in (ii) and (iii) above.

(v) In so far as interest is concerned, no interest will be payable for the year 1986-87 for any payments made upto 31.3.87, even though they are delayed, because the decision to introduce the revised pay-scales from 1.1.1986 was taken at a later date and procedural formalities have taken time for actual disbursement. In other words, interest will be payable only in respect of delays which have occurred in the payment of the dues of March, 1987 and thereafter. In such cases, the applicant will be entitled

to interest at the rate of 12 per cent from the date on which this difference was payable (i.e. from the first day of the month following the month for which the dues are claimed) upto the date on which it is actually paid.

12.A) The next question relates to the claim regarding the pay for the period from April, 1990 to September, 1991. It is shown by the applicant in the Annex.C statements relating to these periods that payment of pay and allowances has been made to him for this period on the basis of the pay in the pre-revised scale and the allowances admissible thereon. This is for the period when he was retransferred from Jammu & Kashmir to Delhi under the 3rd Respondent. Surprisingly, the respondents have not given any specific comment on this allegation. Needless to say, the applicant is entitled to have the emoluments for this period drawn in the revised pay-scale in pursuance of the pay fixed by the Annex.B authority. He will be entitled to the arrears on the basis of shown in Annex.C such calculations / along with interest as allowed in the preceding paragraph.

13. The prayer in the O.A. in regard to pay and allowances is restricted to arrears payable upto 30.9.1991. The applicant has stated that, even thereafter, he is being paid his pay and allowances only

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on the basis of the pre-revised pay-scale. This is evidenced by the Annex.K, pay-slip for the month of May, 1993 filed with the rejoinder, and the Annex.Q pay bill for the month of October, 1993 filed by him. In the circumstance, a general direction will issue to the respondents to re-calculate the pay and allowances due to the applicant from 1.10.1991 onwards in accordance with the pay fixed in the revised pay-scale and pay him the balance due to him on this account.

14. The second disputed issue concerns the discrepancies in the Provident Fund Account, as mentioned in the Annex.D statement. We notice that the applicant has not filed the statement of account for the years 1987-88 and 1988-89. Secondly, discrepancies in respect of the Provident Fund Account statements are to be pointed out immediately to the concerned authority who then take such action as is warranted. In the present case, the applicant has not indicated what action he took on receipt of the Provident Fund Account statements. Nothing has been said about any specific representations in this behalf. Considering the special features of this case, we are of the view that this issue should be sorted out between the parties by permitting the applicant to file a representation in this behalf to the respondents which should be disposed of after hearing him.

15. The third issue relates to the conveyance allowance. The first application was made by the applicant on 7.2.1987 to the 4th respondent through proper channel, which was forwarded on 20.4.1987 by the competent authority. The Assistant Engineer recommended that conveyance allowance be sanctioned to the applicant. We are of the view that if the conveyance allowance had not been sanctioned to the applicant, he should have resorted to the legal remedies well in time. This O.A. has been filed on 25.11.1991. Therefore, the claims regarding such allowance for any period prior to 25.11.1990, would be barred by limitation and cannot be entertained by us. / That apart, we notice that the applicant seeks his claim under Rule 229 of Travel Regulations, as mentioned by him in his rejoinder and not under Rule 222 thereof, on which reliance is placed by the respondents. A copy of Rule 222 is not before us. The applicant has filed a copy of Rule 229 at Annex.L which seems to be based on the Travel Regulations, revised edition, 1976. In so far as the applicant who is a B&R-I, is concerned, Rule 229 reads as follows:-

"(b) Conveyance allowance may be sanctioned by Cs.W.E. for Superintendents (E/M or B/R) Grade I and Supervisors barrack/stores Grade I for all duty journeys within the 8 kilometres radius, at the rates given in Rule 225. For days on which journeys are performed outside the 8 kilometres radius, travelling allowance will be admissible under the normal rules. (See Rule 222)"

It would appear from this provision that a separate claim has to be made for each month in respect of journeys performed within 8 Kms. radius which may be allowed by the competent authority at the rates given in Rule 225. Likewise, a separate claim has to be made for journeys performed outside the 8 Kms. radius in respect of which the travelling allowance will be admissible under Rule 222. The particulars given in Annex.E would indicate that the claim is for journeys outside 8 Kms. radius. If so, under Rule 229 (b) read with Rule 222, a proper claim should have been made every month. We see that no such case has been made out.

16. In the circumstances, we are of the view that his claim on this account is liable to be rejected.

17. The last item relates to the Ration Allowance. This claim has been made in para.4.4 of the O.A. This is a monthly allowance to be paid if admissible. If not paid in time, the cause of action arises when payment is denied. In the circumstance, we notice that no claim before November, 1990 can be entertained by us, as it is barred by limitation. The applicant's claim in this behalf is restricted upto April, 1990 and, therefore, such a claim does not lie.

18. In any case, the respondents have stated that in respect of only two months, there is some discrepancy and that too is due to the fact that the applicant

himself has failed to submit the L.R.A. certificate which is an essential requirement. In the circumstance, we do not find any merit in this claim.

19. We, therefore, dispose of this O.A. with the following directions to the respondents:-

- (I) The applicant shall be paid, within three months from the date of receipt of a copy of this order, the amounts shown under the col. "Difference" in the Annex.C statements collectively for the period from 28.6.1986 to 30.9.1991, except for the periods 1.7.1986 to 31.12.1986, 1.6.88 to 31.8.1988 and 1.3.1989 to 31.8.1989.
- (II) For the excepted periods mentioned in (I) above, the respondents shall furnish to the applicant a detailed statement - as far as may be in the form used by the applicant at Annex.C - as to the amounts of pay and allowances which have already been paid to him and accounted for in the various months, within three months of the date of receipt of a copy of this order. The applicant shall then be paid, within one month from the date of furnishing the statement, the difference between the amounts shown in the Annex.C

statements under the sub-head 'Total' under the Head 'Due' against the respective periods and the amounts shown to have been paid by the respondents ⁱⁿ the statement they are required to furnish to him. If no such statement is furnished, the respondents shall pay to the applicant the amounts claimed by him under the col. 'Difference' in the Annex.C collectively filed by him in respect of these periods, within four months from the date of receipt of this order.

(III) Simple interest at the rate of twelve per cent per annum shall be paid in respect of the payments to the applicant under (I) and (II) above from 1st March, 1987 or the date on which the amount was due to be paid - which, for this purpose, should be taken as the first of the month succeeding the month in respect of which the dues have arisen -, whichever is later, until the amounts are actually paid, in accordance with this order. Such interest shall be paid within one month from the date on which the dues are paid.

(IV) In respect of period from 1.10.1991, if the applicant has been paid pay and allowances, in the pre-revised scale of pay, the respondents are directed to recalculate the pay and allowances for such period in accordance with the pay fixed in the revised pay-scale for the post of Supdt. B&R-I and make payment of the balance due to him on this account within three months from the date of receipt of this order, failing which, simple interest at the rate of twelve per cent per annum shall be payable on such amount from the date of this order until the amounts are paid, within one month from the date of such payment.

(V) In so far as the discrepancies in the Provident Fund Account from 1986-87 to 1990-91 are concerned, it is open to the applicant to furnish within one month from the date of receipt of this order, a detailed representation to the respondents, specifically indicating the claims being made by him and in case such a representation is made, the respondents shall dispose it of within a period of three months from the date of such receipt

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with a speaking order under intimation to the applicant and in case any coorection in the account is warranted, such correction shall be carried out within the same period.

(vi) The Annex.P1 note dated 16.8.1991 regarding alleged overpayment of Rs.14,558/-, is ^{respondent} quashed. It is, however, open to them to initiate proceedings for recovery in accordance with law, if overpayments have been made, after first intimating the applicant about the details of overpayment and the reasons why the amounts are held to be overpaid and after giving him an opportunity to show cause why the overpayment should not be recovered. In view of the findings given by us in para. 11 supra, it is not open to the respondents to allege that the pay fixed at Rs.2180/- as Supdt. BR-I in the revised scale from 28.6.1986 is wrong and that consequentially there is overpayment.

20. The O.A. is disposed of with the above directions. No costs.


(B.S. Hegde)
Member (J)


25/3/94
(N.V. Krishnan)
Vice-Chairman (A).

SLP