

31

CENTRAL ADMINISTRATIVE TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

R.A.No.351/94 IN
O.A.No.1832/92 &
O.A.No.2344/92

NEW DELHI THIS THE 10th DAY OF NOVEMBER, 1994.

HON'BLE SHRI S.R. ADIGE, MEMBER (A)

1. O.A.No.1832/92

M.U. Khan,
Retd. Chief Controller,
Northern Railway,
Tundla.

2. O.A.No.2434/92

1. S.U. Khan S/o M.U. Khan
Mobile Booking Clerk,
Northern Railway,
Tundla.

2. M.U. Khan,
Retd. Chief Controller,
N. Railway, Tundla,
Presently residing at
A-112, Radhey Shyam Park,
Extn. Khureji,
Delhi-110052.

.... Applicant

(By Advocate : None)

VERSUS

1. Union of India, through
General Manager,
Northern Railway,
Baroda House,
New Delhi.

2. The Div. Rly. Manager,
Northern Railway,
Allahabad.

... Respondents

(By Advocate : None)

ORDER (*By Circumlocution*)

In this R.A. bearing No.351/94 filed
by Shri M.U. Khan on 7.10.94, it has been
prayed to review common judgement dt. 12.8.94
in O.A. No.1832/92 M.U. Khan Vs U.O.I. & Others
and O.A. No.2434/92 S.U. Khan S/o M.U. Khan

32
Vs U.O.I. & Others.

2. In O.A. No.1832/92 a prayer had been made for release of DCRG and post retirement passes which had been withheld by the respondents (Railways) for non-vacation of railway quarter by the applicant after his superannuation and for regularisation of the said quarter in name of his son Shri S.U. Khan. In O.A. 2434/92 S.U. Khan had separately prayed for regularisation of the said quarter in his name on the grounds of being a railway employee who was eligible for regularisation.

3. By the impugned judgement dt. 12.08.94 the O.A. No.1832/92 was ~~dismissed on~~ delivered on the ground that the respondents could not be directed to clear the DCRG and other retiral benefits, till the anticipated dues of the railways on account of damages, consequent to the retention of the quarter by the applicant S.U. Khan beyond the permissible period, was completed. As regards the prayer of M.U. Khan for regularisation of the quarter in his name it was noted inter alia that S.U. Khan was only a temporary railway employee and the question whether temporary railway employee was eligible for regularisation of railway accommodation was by no means settled, and was awaiting adjudication by a Full Bench ^{of the Tribunal}.

4. In the R.A., the argument advanced is that a factual error has crept into the judgement in as much as the quarter is not being occupied

34

direct the release of DCRG etc.

6. This R.A. is, therefore, rejected.

Antchga
(S.R. ADIGE)
MEMBER (A)

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unauthorisedly by the father, but by virtue of the Tribunal's interim order, by the son, and if the son's claim for regularisation is rejected, it will be ^{he and not} ~~fact~~ ⁱⁿ the father, who will be liable to pay the dues to the railway administration.

5. It is clear that in the guise of an alleged factual error the applicant is actually ⁱⁿ ~~stating~~ to appeal ⁱⁿ ~~against~~ against the impugned judgement. In fact no factual error has been committed. The quarter stood allotted in the name of the applicant M.U. Khan who did not vacate the same after the permissible period of ⁱⁿ retention, had expired but continued to occupy the quarter and prayed for regularisation in the name of his son. Even if an interim order has been passed by the Tribunal restraining the respondents from evicting the father and the son from the quarter, if the prayer for regularisation ultimately fails, on the ground that the son being a temporary employee is not eligible for regularisation, the question of recoveries of damages for retention of the quarter beyond the permissible limit will arise, and the liability of the father and the son, collectively or individually, to pay the same will ^{in require determination in} ~~arise~~. Till that liability is actually ⁱⁿ ~~completed~~ and ⁱⁿ ~~respect of~~ the father or the son, or both, it would be premature at this stage to hold that the applicant Shri M.U. Khan has no liability to ⁱⁿ ~~to~~ pay the dues and