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Central Administrative Tribunal  
Principal Bench, New Delhi.

OA-1114/93

New Delhi this the 6th Day of April, 1994.

Hon'ble Mr. B.N. Dhoundiyal, Member(A)

Shri Suresh Prasad,  
S/o Sh. Mahavir Prasad,  
R/o 1/11, Delhi Milk Scheme  
Colony, Hari Nagar,  
New Delhi-64.

Applicant

(By advocate Sh. B. Krishan - though none present)

versus

1. Union of India  
through the Director of Estates,  
Directorate of Estates,  
'C' Wing, Fourth Floor,  
Nirman Bhavan,  
New Delhi.

2. The General Manager,  
Delhi Milk Scheme,  
Ministry of Agriculture,  
West Patel Nagar,  
New Delhi-110 008.

Respondents

(Through Sh. Yashvir Singh, proxy counsel for  
Sh. K.C. Mittal)

ORDER(ORAL)

delivered by Hon'ble Mr. B.N. Dhoundiyal, Member(A)

The material averments made in this O.A.  
are these. While working as Junior Plant Operator  
in the Delhi Milk Scheme, the applicant was allotted  
government residence bearing No.1/11, DMS Colony,  
Hari Nagar, New Delhi vide letter dated 25.5.1987.  
The applicant was declared surplus in March,90 and  
was later reappointed to the post of peon in Dr. Ram  
Manohar Lohia Hospital with effect from 17.12.1992,  
after being relieved of his duties in the Delhi Milk  
Scheme on previous dates. He claims that he is entitled

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for allotment of an alternative accommodation from the general pool in lieu of the departmental pool accommodation in his occupation belonging to the D.M.S. However, he received a memorandum dated 18.12.1992 from the General Manager, Delhi Milk Scheme that after 15.2.93, damages at the rate of Rs. 1546/- will have to be paid by him and that should vacate the said premises before that date. Meanwhile, he submitted an application on 28.1.93 for allotment of an alternative accommodation which was duly recommended by his superiors. On 10.3.93, another notice was received by him. He has cited a number of cases where relief has been given in similar cases. Thus, one Sh. Ganesh Chand has been allotted alternative accommodation In. Sector IV/648, Timar Pur, Delhi in lieu of Hari Nagar Quarter No. 25/351, Hari Nagar, New Delhi. He has prayed that the respondents be directed to allot him alternative accommodation of Type 'A' on out of turn basis in lieu of the present one in his occupation and till such time as he is allotted an alternative accommodation, he may not be evicted and only normal rent will be charge from him.

On 25.1.93, this Tribunal passed an interim order restraining the respondents from dispossessing the applicant from Quarter No. 1/11, DMS Colony, Hari Nagar, New Delhi. This interim order continues till date.

Respondent No. 1 has not filed any counter-affidavit. In the counter filed on behalf of Respondent No. 2, it is contended that Delhi Milk Scheme is an essential service organisation supplying milk and

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milk products to the citizen of India, hence those who are not more on the strength of D.M.S. have no right to keep the D.M.S. quarters even on the payment of damage charges. The applicant was entitled to retain this accommodation only after 2 months from the date of being relieved from Delhi Milk Scheme and thereafter damages are become payable.

A similar case came for consideration before this Tribunal <sup>wherein it has been held</sup> that the applicant could not be evicted from the Delhi Milk Scheme Colony, Quarter No. 28/392, Hari Nagar, New Delhi till he was allotted accommodation by the Director of Estates. Reiterating the views expressed by this Tribunal in OA-577/92 decided on 1.5.92, the application is disposed of with the following directions:-

- (a) The Respondent No. 2 shall not evict the applicant from quarter No. 1/11, DMS Colony, Hari Nagar, New Delhi and only recover the normal licence fee till the time he is allotted a residence by the Respondent No. 1 i.e. Director of Estates. The impugned orders dated 18.12.92 and 11.1.93 are hereby quashed.
- (b) The Respondent No. 1 is directed to allot to the applicant on the first available vacancy a quarter of eligible type from the general pool, who shall give an undertaking that within a week of occupation of the said quarter he will vacate the quarter earlier allotted to him. In case of default, he will be liable to pay damages, penal rent at the rates irrespective of the direction given in para-1 above.

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(c) The respondents will comply with the  
above directions within three months  
from the date of receipt of this order.

There will be no order as to costs.

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B.N. Dhoundiyal  
(B.N. DHOUNDIYAL)  
MEMBER (A)