

CENTRAL ADMINISTRATIVE TRIBUNAL, ALLAHABAD BENCH,  
A L L A H A B A D

Dated : Allahabad this the 8th day of Oct.1996.

Coram : Hon. Mr. T. L. Verma, JM  
 Hon. Mr. S. Dayal, AM

Original Application no. 924 of 1996.

Smt. Anju Rani Gupta, Ex-Investigator,  
 wife of Sri Ashok Kumar Gupta,  
 Resident of House No.149-A,  
 Baghambari Housing Scheme,  
 Allahpur, Allahabad. ....Applicant.

(BY ADVOCATE SRI M.A.SIDDIQUI)

Versus

1. Union of India,  
 through the Secretary,  
 Government of India,  
 Ministry of Planning, Deptt. of Statistics,  
 National Sample Survey Organisation,  
 Patel Bhawan, Parliament Street,  
 New Delhi.
2. The Director,  
 National Sample Survey Organisation (FOD)  
 New Delhi.
3. The Dy. Director (C2)  
 H.S.S.O. (F.O.D.) Lucknow (U.P.)
4. The Regional Assistant Director,  
 UP (E) 8/12, Muir Road, Allahabad.
5. The Superintendent,  
 Sri Mohd. Idris, .....Respondents  
 office of R.A.D.U.P (E) Region,  
 Allahabad.

.....Respondents.

O\_R\_D\_E\_R (oral)

(by Hon. Mr. T. L. Verma, JM)

In this application under Section 19 of the  
 Administrative Tribunals Act, 1985, the applicant

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seeks declaration that deduction of House Building Advance from the pay/leave salary bills of the applicant as provided under Rule 8-B and /or adjustment from local dues is illegal and for issuing a direction to the respondents to accept the cross cheque of Rs. 75,20/- and credit the same in the House Building Advance account of the applicant and continue to credit the instalments of Rs.417/- per month. The applicant seeks further declaration that rule 8-C of the House Building Advance Rules as ultra-vires.

2. The facts in brief are that a sum of Rs.84,600/- was granted to the applicant as House Building Advance. Her services were terminated with effect from 19.10.1995. After the termination of her services, the respondents by their letter dated 6.11.95 and 29.3.96 requested the applicant to deposit the amount in lump sum alongwith interest. The above order has been challenged in this application on the ground that the same is arbitrary and ultra-vires of the Constitution.

3. It was submitted that according to <sup>note</sup> sub-rule 2 of Rule 1 of the House Building Advance Rules when ~~both~~ both the husband and wife are Central Government servant and eligible for the grant of advance, it should be admissible to only one of them and Rule 8-C provides:-

"If a Government servant ceases to be in service for any reason other than normal retirement/superannuation, or if he/she dies, before repayment of the advance in full, the entire outstanding amount of the advance shall become payable to Government, forthwith Government may, however, in deserving cases,




permit the Government servant concerned, or his/her successors in interest, as the case may be, or the sureties in cases covered by Rule 5(b) if the house has not been completed and/or mortgaged to Government by that time, to repay the outstanding amount together with interest thereon calculated ~~as~~ as in Rule 6 above, in suitable instalments. Failure on the part of the Government servant concerned or his/her successors (as the case may be) to repay the advance for any reason whatsoever, will entitle the Government ~~serv~~ of India to enforce the mortgage and take such other action to effect recovery of the outstanding amount, as may be permissible."

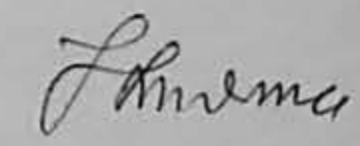
4. It was submitted the husband of the applicant and the applicant both were Central Government employees at the time ~~when~~ the House Building Advance was sanctioned. Therefore, the liability for payment of the House Building Advance sanctioned to the applicant was *equally* that of her husband also. But, Rule 8-C makes the Government servant in whose name this House Building Advance was sanctioned only <sup>as</sup> liable for repayment of the entire amount in the event of her/his normal retirement/superannuation, or death before repayment of the entire outstanding amount. This, it was submitted, is discriminatory and makes the rule ultra-vires of the Constitution. We are unable to persuade ourselves to accept this contention of the learned counsel for the applicant. The liability for repayment of the advance is personal. The applicant, whose services have since been terminated, is bound to repay the entire amount of House Building Advance. The discretion whether the same should be recovered in instalments or in lump sum is that of the respondents. The Tribunal cannot interfere in the matter and issue ~~any~~ direction as prayed for in this application.

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5. We therefore, find no merit in this application and dismiss the same as not-maintainable. It will, however, be open to the respondents to consider, if a representation to that effect is made, to realise the House Building Advance in instalments.

  
A.M.

(Pandey)

  
J.M.