

**CENTRAL ADMINISTRATIVE TRIBUNAL
ALLAHABAD BENCH**

Original Application No. 851 of 1998

....., this the 29th day of August, 2006

C O R A M :

HON'BLE MR. K B S RAJAN, JUDICIAL MEMBER

S.K. Dan,
S/o. Late N. Dan,
R/o. C.M.S. Church Compound,
Samad Road, Civil Lines, Aligarh

... Applicant.

(By Advocate Mr. A.K. Yadav)

v e r s u s

1. Union of India through
Divisional Railway Manager, N. Rly.,
Allahabad.

2. Sr. Divisional Electrical Engineer,
(Traction Distribution),
Northern Railway, Aligarh.

... Respondents.

(By Advocate Mr. P. Mathur)

ORDER

HON'BLE MR. KBS RAJAN, JUDICIAL MEMBER

The claim in this case pertains to conveyance allowance as well as overtime allowance of the applicant since 1995 till the date of filing of the OA.

2. Briefly, the facts of the case are that the applicant was working as Fitter Grade II in the scale of Rs 4000 - 7000 since 01-03-1993. He was at the

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material point of time posted at Aligarh. According to the applicant, as his job was of technical nature, move outside the Headquarters was frequent and accordingly, he used to spend for conveyance at his own expenses and raise contingent bills at prescribed rate on monthly basis. Rules dated 12-05-1998 were relied upon by him in this regard.

3. The applicant had been preferring the contingent bills for such conveyance allowance but neither these were honoured nor rejected and as such since August, 1995, none of the bills was settled as such.

4. Likewise, the applicant had worked overtime at the direction of respondent No. 2 and bills towards overtime have also not been settled.

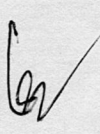
5. Representations made by the applicant have also not been responded to. Hence this O.A.

6. Respondents have contested the OA. According to them, the applicant, at his request, was transferred to Aligarh and was posted to Siarsual, the switching section against the existing vacancy. As he was posted to that station, he was entitled and was paid the transport allowance and no conveyance allowance was admissible. Respondents have also raised the question of limitation. His main duty was at Siarsual and whenever there was any need for his services at Aligarh, he was called, for which he claimed conveyance allowances and the same was paid. It was also submitted that

some conveyance bills received during 1998 were also returned to the applicant as the same were not in accordance with the provisions relating to grant of conveyances allowance as contained in letter dated 25-07-1998. As regards overtime allowance, the respondents flatly denied any such order asking him to do the over time nor was any bill submitted by the applicant.

7. The applicant filed his rejoinder and contended that in so far as the transportation allowance is concerned, the same was paid for meeting the expenses on transport for commuting from residence to Aligarh office and since he was to proceed to other places, he was entitled to conveyance allowance as well. As regards limitation, the applicant submitted that the same being recurring cause of action, there was no limitation.

8. Arguments were heard and documents perused. The applicant has also filed his written submission, which was also considered. Learned counsel for the respondent raised an objection on jurisdiction inasmuch as in OA 425/95, it was held that where industrial laws are applicable, the Tribunal has no jurisdiction. The applicant has countered this argument submitting that in that case what was to be decided was as to the working hours and not overtime or conveyance allowance. The contention of the applicant in this regard has to be accepted. For claims relating to overtime and conveyance allowance have been provided for under the existing Administrative Tribunal rules, as matters to be decided by a Single Bench.



9. As regards limitation, OA has been filed in 1998 and even as per the respondents, certain bills preferred by the applicant were returned to him in 1998. As such, limitation does not come in the way of the applicant.

10. On merit, when the case is considered, it is admitted fact that the applicant had been transferred to Aligarh and posted to Siarsual in 1995. Transport allowance was introduced only w.e.f. 01-01-1996. The claim of the applicant for conveyance allowance dates back to August 1995 and the applicant is right in his contention that transport allowance at a fixed rate is one thing, which is to defray expenses for visiting the office and conveyance allowance is another thing, which is available for going outside the office for official purpose. But the real question is whether the applicant's place of posting was Aligarh or Siarsual. If the former, whether he was asked to visit Aligarh office every day and then asked to go and work at Siarsual. In other words, what is to be seen is as to the place where the applicant's daily attendance register was maintained. That would indicate the place of his posting. If the attendance register of the applicant is maintained at Aligarh and he had to visit Siarsual every day for performance of his official duties, then alone the applicant is entitled to conveyance allowance. If his attendance register is maintained at Siarsual, there is no question of claiming conveyance allowance.

11. As regards overtime allowance, it is for the applicant to prove that he had been asked to perform overtime duties and that he had actually preferred the claims. Unless this part of the job is performed by the applicant to the

satisfaction of the respondents, he would not be entitled to overtime allowance.

12. In view of the above, the **OA is disposed** of with the direction to the respondent to ascertain as to where the applicant was signing his daily attendance and if the applicant was signing his attendance in the register maintained at Siarsual, straightway his claim shall stand rejected and instead, if he appended his signature in the attendance register maintained at Allgarh, then he would be entitled to the conveyance allowance, notwithstanding the fact that he was paid the transport allowance. The applicant is directed, as regards his overtime allowance to satisfy the respondents as to the order under which he was performing the overtime as claimed by him and also as to the submission on time of his claim.

13. Under the circumstances, there shall be no order as to costs.



K B S RAJAN
JUDICIAL MEMBER