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RESERVED:

**CENTRAL ADMINISTRATIVE TRIBUNAL
ALLAHABAD BENCH
THIS THE 1ST DAY OF APRIL, 2007
Original Application No.1436 OF 2005**

CORAM:

HON.MR.JUSTICE KHEM KARAN, V.C.

Sujan, Son of Late Shri Rajju,
Resident of Village & Post Babina
District Jhansi.

.. Applicant

(By Adv: Shri R.K. Shukla)

Versus

1. Union of India through the
Secretary, Ministry of Defence
New Delhi.
2. Chief Engineer Central Command
Lucknow Region, Lucknow.
3. Commander Works Engineer,
Jhansi Division, Jhansi
4. Garrison Engineer Babina
Cantt Babina, District- Jhansi
5. C.D.A. (Funds), Meerut Cantt,
Meerut.

.. Respondents.

(By Adv: Shri S. Singh)

ORDER

BY JUSTICE KHEM KARAN,V.C

It transpires from the material on record and it also appears to be an admitted fact, that monthly General Provident Fund Subscription and instalments of refund, for the period from February 1991 to November 1993 (for 34 months) were credited to GPF account No.917428, instead of applicant's correct account

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No.92886 and advance of Rs.20,000/- withdrawn by the applicant in Nov-December 1991, was mistakenly taken from GPF account No.908836 K (of another subscriber) instead of from his own account No.928836. The applicant retired on 31.7.2001. At the time of final settlement of GPF amount, the respondents deducted an amount of Rs.51,994/- + Rs. 627/- from the amount shown in his account. The applicant was not satisfied, so he filed one O.A. 620 of 2003, which this Tribunal disposed of vide order dated 10.5.04, asking the respondents to dispose of his representation. Now the respondent no.2 has disposed of that representation by order dated 21.4.2005 (A-1), which is being impugned in this O.A. As a result of this re-accounting, the applicant has been paid additional amount of Rs.23715/- and Rs.. 9001/- but he says that he is entitled to get back the deducted amount of Rs. 51,994/- plus the amount of 25 months subscription, which was wrongly credited in account No.917428.

2. The respondents have contested the claim of the applicant by saying that monthly subscriptions and refund, which were wrongly credited in Account No.917428 have now been credited in applicant's account No.928836 as per details given in the impugned order. According to them, the advance of Rs.20,000/- taken in November, 1991 from Account No.908836, was adjusted in applicant's correct account No.928836 and this amount came to Rs. 51,994/- (20,000 + interest thereon). They say now after the impugned orders, no amount is due to the applicant and his claim for refund of Rs. 51,994/- is totally unjustified.

3. The applicant says in para 5 and 10 of his rejoinder that amount of Rs.51,994/- which was earlier deducted from the amount payable to him, has again been debited from his account No.928836.

4 The respondents have filed copy of letter dated 21.4.2006, explaining the position with regard to amount of Rs.51,994/- and other amounts. The chart annexed to this letter, shows the details of monthly subscriptions from Feb.1991 to Nov.1993 and the refund made in months from Feb.1991 to

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dec.1991, March 1992 to Feb.1993 and their adjustment with interest in the account of applicant.

5 At the time of arguments, applicant's counsel was not able to show, as to how, after the position explained in chart annexed to letter dated 21.4.2006, it is being said that any of the monthly subscriptions for the period from Feb.1991 to Nov.1993, wrongly credited in another account has not been adjusted and the due amount paid to the applicant. This chart, includes all the 34 instalments from Feb.1991 to Nov.1993. So, the claim of the applicants for amount of 25 monthly instalments of that period does not appear to be well founded, as amounts of all 34 monthly instalments has already been adjusted and paid.

6. There remains the claims that amount of Rs.51,994/- which the respondents deducted at the time of final settlement, should be refunded to him. According to the respondents, the applicant withdrew an amount of Rs.20,000/- as an advance, in Nov.1991, from different G.P.F account, so he had to refund it together with interest of Rs.51,994/- and so they were perfectly justified in deducting it, from the GPF amount payable to him. The applicant appears to have entertained an impression (see para 14 of supplementary rejoinder) that the respondents have deducted this amount from amount payable to him, without crediting the refund made from Feb., 1991 to Nov.1993, which was earlier credited in wrong account. But from chart annexed to letter dated 21.4.06 and position explained in impugned order, this apprehension does not appear to be well founded. No doubt the respondents cannot deduct this amount, without crediting to his account the amounts of monthly subscription and refund for the period from Feb.1991 to ov.1993, which were earlier wrongly credited in different account No.917428. But the material placed on record reveals, as stated above, that the respondents have already adjusted those subscriptions and refunds.

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7. Thus, the O.A. deserves to be dismissed and is accordingly dismissed but with no order as to costs.

C. J. M. - 4
19-4-07
VICE CHAIRMAN

Dated: April , 2007.

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