

OPEN COURT

CENTRAL ADMINISTRATIVE TRIBUNAL ALLAHABAD BENCH  
ALLAHABAD.

Allahabad this the 22<sup>nd</sup> day of May 2009

Present

Hon'ble Mr. Justice A.K. Yog, Member (J)

Hon'ble Mr. S.N. Shukla, Member (A)

Original Application No. 311 of 2005

(Under Section 19, Administrative Tribunal Act, 1985)

Vinay Kumar Tandon, S/o late J.N. Tandon, Presently  
Posted as Upper Divisional Clerk, Selection Grade, in  
Regional Office, Employee' Provident Fund  
Organization, Kanpur.

. . . Applicant

By Advocate : Sri V. Budhwar and Sri R.M. Saggi

V E R S U S

1. Union of India, through Secretary Central Provident Fund Commissioner, New Delhi.
2. Central Provident Fund Commissioner, Employees' Provident Fund Organization, Ministry of Labour, Government of India, Bhavishya Nidhi Bhawan, 14, Bhikaji Cama Place, New Delhi.
3. Regional Provident Fund Commissioner, Nidhi Bhawan, Sarvodaya Nagar, Kanpur.
4. Assistant Provident Fund Commissioner, Nidhi Bhawan, Sarvodaya Nagar, Kanpur.

. . . Respondents

By Advocate: Shri N.P. Singh

O R D E R

(Justice A.K. Yog, Member-J)

Heard learned counsel for the parties; perused  
the pleading and the documents on record.

2. The applicant was initially appointed on the post  
of LDC (Lower Division Clerk) in the Employees'

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Provident Fund Commissioner Regional Office, Kanpur. After having gone through the process of selection the applicant was appointed as such on 12.06.1981. His work was through out 'good' and he was promoted to the post of Upper Division Clerk (UDC) in the pay scale of Rs. 4000-6000 on the basis of departmental examination conducted on August, 1984. After completing 17 years of service in the department, he became entitled to the Selection Grade - Rs. 5000-8000. The applicant claims to have successfully completed programming in Cobal Course from IIT, Kanpur and also qualified 'Programming Basic Course' from HBTI, Kanpur. An agreement is also said to have been executed taken place between Central Provident Fund Commission and All India EPF Federation on 17.05.1991 (Annexure No. 4/Compilation No. II).

3. According to the applicant, under said agreement he is eligible to certain advantages but there appears to be some dispute, relating to alleged difference, between 'pay certificate' and 'payment' made to the applicant.

4. The respondents authorities issued impugned order dated 27.01.2005 giving details of the pay and allowances - indicating date of increment and payment of salary in pay scale of Rs. 5000-8000. Not being satisfied, the Applicant has, by means of this O.A.,

*Am*



also impugned orders dated 14.09.2004 and order dated 08.04.2005 Annexure 3A by seeking amendment in the OA.

5. Paragraph 45 and 46 incorporated in the OA (on the basis of amendment) read:-

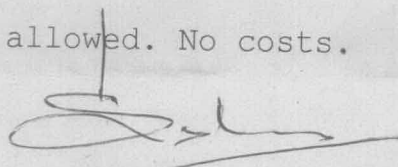
"45. That, however, to the utter surprise of the applicant, the respondent no. 4 has passed the order dated 08.04.2005 whereby the recovery to the tune of Rs. 40,079/- is sought to be affected from the salary of the applicant.

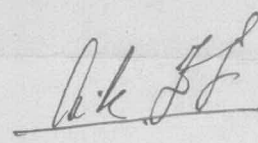
46. That ex-facie the order dated 08.04.2005 passed by the respondent no. 4 is patently contrary to law, besides being in utter violation as neither any opportunity of hearing was afforded to the applicant nor any show cause notice has been issued."

6. The averments made in the said paragraph No. 45 and 46 have not been challenged/disputed by the respondents and they remain un-rebutted. Impugned order dated 08.04.2005 cannot be sustained and liable to be set aside. We also hold that deduction on the score of 'overpayment' (for which Applicant cannot be blamed) shall <sup>do not</sup> be made and amount deducted (if any) <sup>don't</sup> shall be refunded within two months of receipt of certified copy of this order.

7. In the result, we set aside the impugned orders dated 16.09.2004 and 08.04.2005 subject to the above observations and the directions.

8. OA allowed. No costs.

  
Member (A)

  
Member (J)

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