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OPEN COURT

**CENTRAL ADMINISTRATIVE TRIBUNAL
ALLAHABAD BENCH
ALLAHABAD.**

ORIGINAL APPLICATION NO. 601 of 2005
ALLAHABAD THIS THE 22ND DAY OF SEPTEMBER 2006.

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

Krishna Lal aged about 64 years, son of late Mahabir Prasad,
Resident of 29/243 C/2 Sohbatiya Bagh, Allahabad.

.....Applicant

(By Advocate: Sri Swayamber Lal)

Versus.


1. Union of India through Defence Secretary Ministry of Defence, Delhi-110011.
2. Director General Ordnance Services (O.S.B.C) Army Headquarters D.H.Q. P.O New Delhi-110011.
3. J.C.D.A. (Funds) Meerut Cantt.
4. Commandant, Ordnance Depot Allahabad Fort-211005.

(By Advocate: Sri Saumitra Singh)

ORDER

The applicant, who retired on 31.12.2000, has prayed for quashing the order dated 4.6.2001 (Annexure A-1) by which the respondent NO.3 paid only Rs.19174 as balance of G.P.F amount in place of Rs.33271 as shown in Annexure A-3 Accounts Slip for the year 2000-2001.

2. Sri Swayamber Lal, learned counsel for the applicant says that at the time of his retirement, the total amount in G.P.F Account was shown as Rs.33271 and it was this amount which ought to have been paid to him and not the amount of Rs.19174 as shown in Annexure A-1. He has tried to say that the amount of Rs.8301/- and Rs.475/- for the year 1997-1998 and 1998-1999 as endorsed on the impugned order dated 4.6.2001 were wrongly deducted together with the interest on the ground that the same were not to be credited to the G.P.F. Account of the applicant but those where amounts which ought to have been credited to the Account of some other employees. He further says that there is no



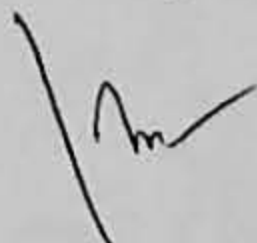
justification with the respondents to say that two amounts were wrongly credited to the Account of the applicant.

3. In their reply, the respondents have stated that at the time of final scrutiny of the Account Books relating to the G.P.F. of the applicant, it was detected that an amount of Rs.8301/- was wrongly credited in the Account of the applicant and likewise another amount of Rs.475/- was wrongly credited to his account in the year 1998-1999. Since the applicant continued receiving interest thereof till his retirement, so the respondents were fully justified in deducting the same from the total amount shown in the last Account Slip of the applicant.

4. The applicant filed rejoinder affidavit, trying to explain that the said amount in the year 1997-1998 and 1998-1999 as shown in Account Slips for the year 1997-1998 and 1998-1999 (Annexure A-6 and A-7 respectively) were rightly credited to his Account and there was no error at all.

5. The respondents have filed supplementary affidavit and in para 4 of it, they have tried to say that Broad Sheet for the year 1997-1998 (SCA-1) would reveal that as against possible 12 credits, 29 credits are shown in the Account of the applicant and likewise in the year 1998-1999 as against the possible 12 credits, 13 credits are shown and according to them and this alone indicated that instalment of some other employees were wrongly credited to the Account of the applicant.

6. Sri Swayamber Lal, learned counsel for the applicant submitted that the material placed by the respondents is not sufficient enough to satisfy that some of the amounts credited in the Account of the applicant in the year 1997-1998 were wrongly credited or those sums had to go in the account of some one else. He has also tried to satisfy me by referring to Annexure A-5 and 6 and calculation made in the rejoinder that whatever the credit has been shown in the year 1997-1998 was perfectly justified in view of the figure shown in the list of that Account slip. It has been said



that as shown in the left side of this, the applicant had also refunded certain amount and some amount went to his credit in the ^{shape} ~~sample~~ of arrears, so it cannot be said that total credits of Rs.22301 has wrongly been shown in his Account. But the learned counsel for the applicant has not been able to explain as to how 29 credits have been shown in the Account of the applicant in the year 1997-1998 as against possible 12 credits and how 13 credits have been shown as against possible 12 credits in the year 1998-1999. There appears to be some error on the part of the Authorities in crediting the amount to the Account of the applicant in the year 1997-1998 and 1998-1999. If they have detected the error at the time of final settlement, it is difficult to say that they have committed any wrong. When the applicant made subscription @ Rs.1000 a month for 8 or 9 months and then @ Rs. 2000/- a month for remaining months of a year, how the total amount could have reached the figure of Rs.22301. The Tribunal is of the view that the O.A. is devoid of merits. It is accordingly dismissed.

No costs.

J. Dura
22.9.07

Vice-Chairman

Manish/-