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BEFORE THE CENTRAL ADMINISTRATIVE TRIBUNAL, ALLAHABAD.

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T.A. No. 555 of 1986

( D.S. No. 750 of 1984 )

Kripashanker Verma ... ... Applicant.  
Versus

Union of India and others ... ... Respondents.

Hon'ble Mr. D.K. Agrawal, J.M.  
Hon'ble Mr. K. Obayya, A.M.

( By Hon'ble Mr. K. Obayya, A.M. )

The suit No. 750 of 1984 instituted in the court of Munsif, Gorakhpur has been received in this Tribunal on Transfer under Section 29 of the Administrative Tribunals, Act 1985 and registered as T.A. No. 555 of 1986.

2. The prayer of the plaintiff is for issue of injunction against the defendants for payment of Rs. 1500/- towards DCRG, and Leave Encashment amount of Rs. 3346 and matured value of Group Insurance with 10% interest. There is also a prayer for fixation of pension of the plaintiff adopting his pay scale as Rs. 455-700 w.e.f. 1957, and for payment of arrears with 10% interest upto the date of payment.

3. The facts giving rise to the above suit are that the plaintiff retired from service in the N.E. Railway, Gorakhpur as Head Clerk (Ticket Cheking Section ) on 30.6.1983 on superannuation. He represented to the administration for release of retiral benefits but the same were withheld on the ground that he failed to hand over the records, account books etc. The plaintiff

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was informed to make over the record to enable the administration to release the amounts due to him.

4. The suit is contested by the defendants. Their case is that the plaintiff was in charge of receipt and issue of money valued books (TTEI). He was responsible for rendering account of the books used and return the unused books. This he failed to do, inspite of repeated instructions. Consequently, the plaintiff was not given a clearance certificate and some of his retiral dues were withheld.

5. We have heard the counsel of the parties and perused the record. The controversy appears to be with regard to handing over the charge along with the Railway record, account book etc. on retirement. The plaintiff's plea is that he represented to the authorities to arrange for his relief, so that he can hand over records to the person taking our charge from him. The defendants ,however, deny that the plaintiff ever made any request for taking over charge from him. On the other hand, they sent letters asking the plaintiff to hand over charge. The letter dated 25.1.1984 sent to the plaintiff in this regard was returned undelivered, and the attempt made to get the keys from the plaintiff by deputing a senior clerk to his house, was unsuccessful as the plaintiff avoided to hand over the keys to the clerk. This controversy ,however, seems to have been set at rest as the plaintiff handed over charge of the keys on 27.5.1987 in pursuance of the order of this Tribunal dated 20.3.1987. The dispute is now with regard to the payment of DCRG amount of Rs. 1500/-allegedly withheld by the defendants and encashment of leave for

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106 days and fixation of pension on the basis of the last pay drawn which works out to Rs. 428/- and the Group Insurance amount.

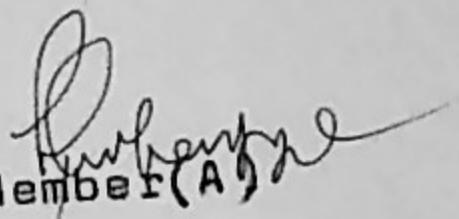
6. In a statement filed on 19.10.1989, the plaintiff has admitted to the fact that he has been paid the gratuity amount of Rs. 1500/- but the other dues are, yet, to be paid.

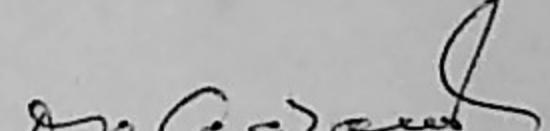
7. We have carefully examined the record. So are as the leave encashment is concerned, plaintiff's claim is for 106 days while he was paid for 87 days. The leave record shows that in 1982, the leave to his credit was 76 days and 15 days were added for 1983. This makes his eligibility to 91 days, in other words, the plaintiff is due to receive the Leave Encashment amount for balance of 4 (four) days. The administration is liable to pay this amount and the same may be worked out and paid to the plaintiff at an early date. Plaintiff's claim for the scale of Rs. 455-700 is denied by the defendants in para 27 of their written statement, the plaintiff has not rebutted this in his replication. The plaintiff has not explained how this scale was due to him. We have no reason why this claim should be accepted. His claim for monthly pension of Rs. 428/- while the department calculation is Rs. 424/-. Keeping in view the pay actually drawn by the plaintiff during the qualifying period, the defendants may verify the pension calculation and if the plaintiff is entitled for monthly pension of Rs. 428/-, the same may be paid together with balance arrears so worked out. With regard to Group Insurance, the record of the administration indicates, that an amount of Rs. 541/- was finalised and the bill was sent on 13.1.1989 to accounts for verification and payment. The defendants should. The defendants should ensure that this amount is paid to the plaintiff within

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a month from the date of receipt of a copy of this order, if not already paid; The letter dated 13.1.1989 addressed to Law Officer further indicates that other outstanding dues, like pension, provident fund, commutation etc. have already been paid to the plaintiff in 1983 itself. With regard to the interest, we have carefully considered the claim of the plaintiff- a retired employee who had to wait for more than 5 years to get some of his retiral benefits like DCRG, Leave Encashment etc. The record bears out that most of the retiral dues were settled in 1983 itself, immediately after retirement of the plaintiff. For the balance dues, we are of the view that payment of interest is not justified. The plaintiff's conduct is also questionable. He handed over keys of the Almyrah and record only in 1987 that too in pursuance of this Tribunal's order dated 20.3.1987.

8. In these circumstances, we order that no payment of interest is called for. The suit is disposed of as above, with costs on the parties.

  
Member (A)

  
Member (J)

Dated/- 7<sup>th</sup> March, 1991  
Allahabad.  
(n.u.)