

(5)

CENTRAL ADMINISTRATIVE TRIBUNAL ALLAHABAD BENCH ALLAHABAD

O.A.No.1581 of 1992

D.M.Mathur

...

Applicant

Versus

Union of India & others

Respondents

Hon'ble Mr. Maharaj Din- Member (J)

(By Hon'ble Mr. Maharaj Din -JM)


The applicant was employed as Superintendent in the Post Office Mainital, who on attaining the age of superannuation retired from the service on 30-4-1992. The provisional pension was ordered to be paid as some vigilance case according to the respondents was pending against the applicant. The amount of the D.C.R.G. and other retiral benefits were also withheld. So the applicant has come-up before this tribunal for redress.

2- The respondents have filed counter affidavit wherein it is deposed that the entire retiral benefits are paid to the applicant on the different dates including final payment of pension, Leave encashment, amount of CGEIS and commutation of pension. Learned counsel for the applicant during the course of the argument has stated that after the application was instituted in this court, the retiral benefits were ordered to be paid to the applicant. The delay in payment of retiral benefits was caused due to pending vigilance enquiry against the applicant. So the applicant is not entitled to get any interest on the amount of pension, leave encashment, amount of Group Insurance and on commutation value. He may however,

[Signature]

got interest on delayed payment of the amount of D.C.R.G.
It can not be ascertained from the record that the delay
in payment of amount of D.C.R.G. was not caused due to
fault of the respondents and in all fairness it is for
the respondents to decide whether the delay in payment
of the amount of D.C.R.G. was caused on their part or not &
and accordingly, they should settle the entitlement of
getting the interest on the amount of D.C.R.G.

3- The application is disposed off with the above
observations and directions to the respondents to settle
whether the applicant is entitled to get interest on the
amount of D.C.R.G. and pay the same if any within a period
of three months from the date of communication of this
order. There will be no order as to costs.


MEMBER (J)

DATED: 30th August, 1993
(IS PS)