

ALLAHABAD

Panna Lal ... Applicant

Vs

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It is stated that the applicant had retired on 31-01-90 whereas the encashment amount for 240 days worth Rs.22,744=00 was paid to him on 01-07-91. Similarly the applicant was entitled to get amount of gratuity worth

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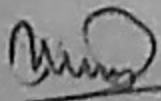
Rs.29,123/- soonafter his retirement, out of which Rs.28,123/- was paid to him on 19-11-90 and remaining sum of Rs.1,000/- was paid to him on 18-01-91. The applicant has stated that he was not in occupation of official accommodation nor he was liable to pay any rent whatsoever. On the contrary it is stated that the applicant since was not in possession of the official accommodation, he was entitled to get Rs.450/- per month as house-rent allowance.

The respondents in their Counter Reply asserted that the applicant was in ^{possession} official accommodation and was liable to pay rent at the rate of 10% per month. This fact has been categorically denied by the applicant in the Rejoinder by stating that during the period from 21-09-89 to 31-01-90 he was never in possession of the official accommodation. This finds support from the documentary evidence filed by the applicant together with the Rejoinder Affidavit (Annexure A-1) which is a letter addressed to Ganga Prasad Rai by which he was asked to vacate the officials accommodation meant for the Post Master Kachahari, H.P.O. Allahabad. This fact has been also subsequently accepted by the respondents as house rent for the aforesaid

period was paid to the applicant on 26-07-91. It appears that the delay in payment of house rent allowance was caused due to confusion created either by Ganga Prasad Rai or by the applicant himself. The applicant should have informed the department concerned well in time that he was not in occupation of the official residence, therefore, he was entitled to get the rent, but the contention of the department was not correct by writing any letter etc. So I am of the view that the applicant is not entitled to get interest on the amount of delayed payment of house-rent.

Coming to another aspect of the matter, the applicant has claimed interest on the delayed payment of the amount of leave Encashment as well as delayed payment of amount of gratuity. The respondents in reply said that the applicant was required to furnish information on prescribed proforma supplied to him. The account of leave is maintained by the department itself and no proforma as has been stated by the respondent, is shown to him. On the contrary the applicant has denied that any such prescribed proforma was supplied to him.

Thus I am of the view that the applicant is

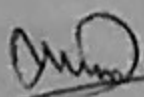


entitled to get interest on the amount of delayed payment of leave Encashment amount. Similarly delay was caused in payment of the gratuity for which the department has come up with no explanation. Thus I am of the view that ^{part of the respondents} that delay was caused on the and in my view the applicant cannot be held responsible for the delayed payment of the amount of arrear. So the department is liable to pay the interest on the amount of gratuity to the applicant.

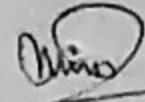
In view of the observations made above, the application of the applicant is partly allowed with the directions as under :-

- (1) The respondents are directed to pay interest on the amount of leave encashment worth Rs.22,744=84 paise from 01-02-90 to 01-07-91 at the rate of 10% per annum ;
- (2) The respondents are further directed to pay interest on the delayed payment of the amount of gratuity of Rs.28,123/- from 01-02-90 to 19-11-90 and on Rs.1,000/- from 01-02-90 to 18-01-91 at the rate of 10% per annum.

The compliance of the order of the Tribunal may be made within a period of three months from the date



of communication of this order. There will be no
order as to cost.



MEMBER-J

DATED: ALLAHABAD, JULY 16, 1993.
(VKS PS)
