

OPEN COURT

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL, ALLAHABAD

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Allahabad : Dated this 3rd day of September, 1997

Original Application No. 73 of 1993

District : Etawah

CORAM:-

Hon'ble Mr. Justice B.C. Saksena, V.C.

Hon'ble Mr. S. Das Gupta, A.M.

Sone Lal S/o Shri Ram,
Khalasi,
1 Workshop under IOW Phaphund,
Distt Etawah.

(By Sri R.P. Srivastava & Sri PK Kashyap, Advocates)

. . . Applicant

Versus

1. The Union of India
Through General Manager,
Northern Railway,
New Delhi.
2. The Divisional Railway Manager,
Northern Railway,
Allahabad.
3. The Divisional Engineer,
Northern Railway,
Allahabad.
4. The Inspector of Works,
Northern Railway,
Etawah.
5. The Divisional Audit Officer,
Northern Railway, Allahabad.

(By Sri Lal Ji Sinha, Advocate)

. . . Respondents

ORDER (Oral)

By Hon'ble Mr. S. Das Gupta, A.M.

The averments made in the C. . do not make out very clear case. However, it appears from the averments that the applicant, while he was posted at Etawah, was allotted a Railway Quarter for which the assessed rent was Rs. 20/- per month. Subsequently, he alongwith others was transferred to Phaphund. The applicant's case is that he alongwith others was permitted by the local authorities at Phaphund to commute every day from Etawah. Subsequently, the applicant was transferred back to

Etawah. The respondents, however, issued notice for deduction of rent at higher rate and despite his representation submitted in response to the notice, they started initially charging Rs. 60/- and subsequently Rs. 241/60 per month. The applicant has prayed that he should only be charged normal rent of Rs. 20/- per month.

2. The respondents have filed a counter affidavit in which they have admitted that an internal order was issued permitting the petitioner and other staff to attend their duties at Phaphund from Etawah but it has also been stated that due to change or timing of train, it was not feasible for the staff at Etawah to reach destination within the office hours. It also appears from the averments of the respondents that while the ~~assessed~~ ^{rent} was initially Rs. 20-60 they subsequently charged Rs. 399/- per month on the basis of calculation @ Rs. 15/- per sqm plinth area.

3. We have noted from the averments, however, confused they be, that the applicant was permitted to come from Etawah to Phaphund. It is not the case of the respondents that the applicant failed to attend duty in time nor is that matter germane to the controversy before us. What is relevant is that that such a permission was given and, therefore, the applicant was entitled to retain his quarter at Etawah on normal rent.

W.L.

4. In view of that we dispose of this OA with the direction to the respondents to recover from the applicant rent at normal rate for the entire period. If any amount in addition to this has been recovered from the salary of the applicant, then the same shall be refunded to him within a period of three months from the date of communication of this order. The parties shall, however, bear their own costs.

Member (A)

Vice Chairman

Dube/