

Open Court

CENTRAL ADMINISTRATIVE TRIBUNAL
ALLAHABAD BENCH
ALLAHABAD

Original Application No. 1066 of 1993

Allahabad this the 30th day of October, 2000

Hon'ble Mr.S.K.I. Naqvi, Member (J)

Bhikam Singh S/o Sri Man Singh, working as Head Clerk Under T.F.O.(R)/N, Railway, Tundla.

Applicant

By Advocate Shri Anand Kumar

Versus

1. Union of India through General Manager, Northern Railway, Baroda House, New Delhi.
2. Divisional Railway Manager, Northern Railway Allahabad.
3. Divisional Personnel Officer, Northern Railway, Allahabad.
4. Loco Foreman, Northern Railway, Kanpur.

Respondents

By Advocate Shri A.C. Misra

O R D E R (Oral)

By Hon'ble Mr.S.K.I. Naqvi, Member (J)

The applicant Shri Bhikam Singh was appointed as Coal Checker at Kanpur and allotted a railway quarter no. 142/F Type I, Loco South Colony, Kanpur. After obtaining his promotion, he was transferred to Tundla in November, 1987 as Head Clerk, and as per his case, he vacated

the quarter on 07.12.1987 and handed over its possession to Office Superintendent - Sri I.B. Srivastava. It was ^{as} late as in April, 1993, that he was subjected to deduction of enhanced house rent as damage rent to the quarter he occupied at Kanpur. Against this deduction, he has come up before the Tribunal seeking relief to the effect that the respondents be directed to refund the deducted amount of damage rent as well as H.R.A. to the applicant, which has already been recovered from his regular salary after the month of April, 1993 and the respondents be further directed not to recover the damage rent in ~~the~~ future and continue to pay the H.R.A. as may be admissible to him.

2. The respondents have contested the case and filed the counter-reply to the effect that the respondents did not vacate the quarter at Kanpur and kept the same in his occupation till date and, therefore, he is liable to pay the damage rent for unauthorised occupation.

3. Heard the learned counsel for the rival contesting parties and perused the record.

4. The only point in issue in the matter is as to whether the applicant vacated the quarter in question at Kanpur on 07.12.1987 as alleged by the applicant or he kept the same in his unauthorised occupation even after his transfer and continues to

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be in unauthorised occupation of the same and also as to whether the applicant is ^{also} liable to pay the damage rent right from 1981(03.7.1981) to 1987(07.12.1987), when he kept the quarter in question in his possession inspite of his having been transferred from Kanpur to Allahabad.

5. The controversy regarding his having vacated the quarter in question gets resolved from annexure-5, which specifically mentions that the applicant vacated the relevant quarter in question on 07.12.1987. It is office note on the application of the applicant, copy of which has been annexed as annexure A-5, and has not specifically been denied from the side of the respondents. Therefore, the applicant is not liable to pay any enhanced rent/ rent in respect of quarter in question w.e.f. 07.12.87 but the liabilities remains for the period from 03.7.81 to 07.12.1987 when the applicant was no more posted at Kanpur, but kept the quarter in his possession ~~unauthorised~~.

6. For the above, the O.A. is decided with the observation that the applicant is not liable to pay any rent/damage rent w.e.f. 07.12.1987. However, the respondents are at liberty to recover the balance amount of rent payable against the applicant for the period from 03.7.81 till 07.12.87. The amount of D.C.R.G. be released after adjustment as above. There will be no order as to costs.

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Member (J)