

OPEN COURT

CENTRAL ADMINISTRATIVE TRIBUNAL, ALLAHABAD BENCH

ALLAHABAD

Allahabad : Dated this 31st March, 2000

Original Application No.632 of 1994

District : Ghaziabad

CURAM :-

Hon'ble Mr. S. Biswas, A.M.

Shri R.N. Saha,
Retired Senior Clerk
Under Carriage and Wagon Superintendent,
Northern Railway Tundla,
S/o Late Shri Radha Nath Saha,
R/o C/o Shri Mahesh Dutt Srivastava,
Nizami Basti, Tundla, Distt-Ghaziabad.

(Sri K.N. Katiyar, Advocate)

..... Applicant

Versus

1. Union of India,
New Delhi through the
General Manager, Northern Railway,
Baroda House, New Delhi.
2. Divisional Railway Manager,
Northern Railway,
Allanabad.
3. Senior Divisional Accounts Officer,
Northern Railway, D.R.M.'s Office,
Allahabad.

(Sri Prashant Mathur, Advocate)

..... Respondents

ORDER (Oral)

The applicant was a Loco Shed Cleaner since 24-5-1957 and took voluntary retirement on 31-8-1990. He has calculated that an amount of Rs.55,204/- was outstanding amount of G.P.F. which was not fully disbursed to him at the time of his retirement. Out of this only Rs.32,668/- was paid on 11-3-1991. A balance of Rs.22536/- was not paid despite several representations to respondent no.3. The D.R.M. Allahabad vide his letter dated 22-3-1993 has taken note of the

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problem but nothing worthwhile came out of it. Since then the applicant has been regularly contacting the Cashier for settlement of his dues. The applicant has sought the following remedies :-

(i) an amount of Rs.22536/- which was not paid from the G.P.F. Account should be reimbursed to him with 18% interest.

2. I have heard the counsel for both the parties. The counsel for the respondents has pointed out that the cause of action had arisen in 1990 but the petition was filed in 1994. This is a fact that since this dues has not been settled and representation not decided, this Tribunal overlooks the delay and has considered the merit of the case. The counsel for the respondents has also pointed out that the applicant's petition was disposed of on 5-8-1993. In the year, 1984-85 at the initial stage of maintenance of account of G.P.F. a ^{led} mistake in calculation was committed which ~~relates~~ to ⁵⁰³ a balance of Rs.23,685/- whereas it should have been only Rs.11901/- ^{mistaken Calculation} The break-ups of this are as under:-

(i) Current balance	: Rs.10,310/-
(ii) Interest on deposit	: Rs. 420/-
(iii) Interest	: Rs. 1,054/-
(iv)	: Rs. 1170/-

Total	: Rs.23685/-
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3. Therefore, an excess amount of Rs.11,784/- was shown as closing balance due to mistake in calculation. Consequently over the years till the date of retirement on 31-8-1990 even the interest was calculated and added to the deposit. Thus, the account shown by the petitioner has an excess of Rs.11784/- plus interest on it which,

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if calculated will ~~square~~^{mop} up the difference which has been made out in the application. The Ledgers were shown to me ~~in~~ this score and the learned counsel for the applicant has also seen it. Initially the counsel for the respondents had tried to show that damage rent was adjusted. However, learned counsel for the respondents mentions that the damage rent of Rs.4177/- had accrued due to non surrendering of the quarter after retirement but the authorities have considered and refunded the money. The counsel for the applicant is not ~~going to~~^{s o} deny it.

4. I, therefore, dismiss the U.A. with the direction that the respondent no.3 to recalculate the interest ~~adding~~^{on} Rs.11,784/- and if thereafter any difference is remaining the amount should be paid @18% interest w.e.f. date ~~when the difference had accrued~~^{or retirement}. ^{s o}

5. The U.A. is dismissed ~~and thereafter nothing can~~^{otherwise} be done. There shall be no order as to costs. ^{s o}

S. B. S.
Member (A)

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