

OPEN COURT

CENTRAL ADMINISTRATIVE TRIBUNAL, ALIAHABAD BENCH  
ALIAHABAD

DATED: THE 29TH DAY OF SEPTEMBER 1997

CORAM: HON'BLE MR. S. DAYAL, A.M.

ORIGINAL APPLICATION NO. 453 OF 1995

Piarey Lal Azad S/o Late Ishwari Prasad  
Ex-fitter G.E.B. & R. Military Engineers  
Service (M.E.S.) Air Force Station, Chakeri,  
Kanpur, resident of House No. 33, Awasthi  
Building, Gandhi Gram, G.T. Road, Kanpur Nagar.  
..... Applicant.

C/A Shri Idris Ahmad, Adv.

Versus

1. The Union of India through Secretary,  
Ministry of Defence, Central Secretariate  
Government of India, New Delhi.
2. The Joint Controller of Defence Account  
(J.C.D.A.) Meerut.
3. The Garrison Engineer (G.E.) B/R M.E.S.  
Air Force Station Chakeri, Kanpur.  
..... Respondents

C/R Km. Sadhana Srivastava

ORD ER

HON'BLE MR. S. DAYAL, A.M.-

This is an application under section 19 of the  
Administrative Tribunals Act 1985.

2. The relief asked for in the application is direction to the respondents to pay Rs.4,720/- which was illegally withheld from the G.P.F.Account of the applicant with interest at the rate applicable to the G.P.Fund till 30.8.1977 and thereafter at the rate of 12% per annum till the date of actual payment.

3. The facts of the case as stated by the applicant in his application are that the applicant was working as Fitter in Military Engineers Service, Air Force Station Chakeri and retired from that service on 30.8.1977. The applicant had drawn an advance of Rs.700/- in July 1973, advance of Rs.1000/- in December 1974, <sup>and</sup> advance of Rs.1000/- in December 1975 and the same were paid back to his G.P.F. but the recovery was not treated <sup>as made</sup> while making final payment of the G.P.F. to the applicant Rs.6,378/-only. It is the case of the applicant that he should have been paid Rs.4,700/- more at that time.

4. The arguments of Shri Idris Ahmad, learned counsel for the applicant and Km. Sadhana Srivastava learned counsel for the respondents have been heard.

5. Learned counsel for the applicant has placed reliance on Enclosure A-2 in which the Garrison Engineer, Chakeri Kanpur has written to J.C.D.A.(F), Meerut stating that the credit balance of Provident Fund in G.P.F. Account No.900851 of the applicant was Rs.10,054/- and that the discrepancy of Rs.4,000/- <sup>existed</sup> between what was worked out in the statement appended to the letter and what was communicated by the J.C.D.A.(F) Meerut in his letter dated 8.11.1978. The Enclosure A-2, however, shows that the recovery of Rs.2,700/- had been taken into account in working out total balance of Rs.6855-50p only as worked out in the G.P.Account of the applicant from 1968-69 to



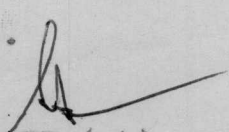
1977-78 (Upto August 1977). Enclosure 3A shows that an amount of Rs.2,700/- was debited in 1973-74 to the I.O.F.W.P. Account no.9803 of the applicant and Rs.1,000/- was debited to the same account in the year 1974-75 and another Rs.1,000/- was debited in the account in the year 1975-76 as inadequate balances. Balance of Rs.715/- existing at the end of 1975-76 was transferred with interest in November 1978 from I.O.F.W.P. account to G.P.F. account amounting to Rs.2,085/- at the time of transfer.

6. The respondents have in their counter reply admitted in para 13 that an advance of Rs.2,000/- was wrongly debited to I.O.F.W.P. account no.9803 and has stated that the release of that amount along with interest from 1978 was under consideration.

7. A perusal of annexures to this case particularly Annexure-2 of the O.A. clearly shows that the payment of advance of Rs.2,700/- in place of Rs.700/- had been debited to I.O.F.W.P. in the relevant years and stood accounted for at the time of payment of amount of Rs.6,378/- to the applicant. There is nothing which shows that more than Rs.2,000/- were wrongly debited to the I.O.F.W.P./Provident Fund Accounts of the applicant.

8. In the circumstances I direct the respondents to pay Rs.2,000/- along with interest of 12% per annum from 1.3.1978 till the date of payment within a period of three months from the date of communication of this order. The O.A. stands disposed of accordingly.

9. There shall be no order as to cost.

  
MEMBER ( A )