

CENTRAL ADMINISTRATIVE TRIBUNAL
ALLAHABAD BENCH
ALLAHABAD

ORIGINAL APPLICATION NUMBER 910 OF 2000
ALLAHABAD, THIS THE 12th DAY OF MARCH, 2004
HON'BLE MRS. MEERA CHHIBBER, MEMBER(J)

Nand Gopal Tewari
son of Late Sheo Sagar Tewari,
resident of H.No.77/L.I.G., Double Storey,
Hemant Vihar, Barra-2
Kanpur Nagar.

.....Applicant

(By Advocate : Shri R.K. Shukla)

V E R S U S

1. Union of India,
through the Secretary,
Ministry of Defence,
Government of India,
DHQPO, New Delhi-11
2. The Director General,
Quality Assurance,
Ministry of Defence,
Govt. of India,
"G Block". DGQPO, New Delhi.
3. The Senior Quality Assurance Officer,
Senior Quality Assurance Establishment,
(General Stores),
Post Box No. 307.
KANPUR-208004.
4. The controller of Defence Accounts,
Central Command,
Lucknow.

....Respondents

(By Advocate : Shri G. R. Gupta)

O R D E R

By this O.A. applicant has sought the quashing of the order dated 08.07.2000 and 19.08.1999 with further direction to the respondents to pay the actual amount of G.P.F. as per the C.P.F. Statement for the year 1998-1999 and the statement of recovery as on 31.05.1999 along with the interest as per

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market rate on the applicants' total accumulated G.P.F. statement and also to pay penalty for delayed/withholding of amount of G.P.F.

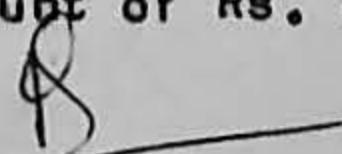
2. The short controversy raised by the applicant in this case is that he ^{had} taken a loan from his G.P.F. account in 1985-86 of an amount of Rs.4500/-, which was repaid by him in instalment of Rs.150/- per month from December 1985 to April 1988. But yet when he retired from service on 31.08.1999 even though, the G.P.F. statement showed his amount to be Rs.27,007/- but he was paid only Rs.8,104/- after taking the principal amount of Rs.4500/- + interest i.e. Rs.13,801/- on the premises that the same had not yet been repaid by the applicant. Being aggrieved, he filed the representations but the same were not decided, therefore, he filed O.A. No.243 of 2000 which was decided on 08.03.2000 with a direction to the respondents to dispose off his pending representations dated 19.09.1999 within 8 weeks from the date of receipt of a copy of the order(Pg.38). Pursuant to the directions given by this Tribunal, respondents wrote a letter dated 08.07.2000 informing the applicant's counsel Shri R.K. Shukla that the amount of Rs.45,00/- could not be debited in G.P.Fund account, therefore, the amount of Rs.45,00/- plus interest was deducted at the time of finalising on G.P.F. Account. However, if any amount is credited subsequently after retirement on receipt from JCDA Meerut will be paid immediately. But inspite of this letter till date neither respondents have clarified the position nor any amount has been returned to the applicant. Therefore, he had no other option but to file the present O.A.

3. Respondents in their reply have submitted that erroneously the amount of Rs.45,00/- taken as advance, by the applicant, was not debited in the ledger account of the individual in the year 1985-1986, which is maintained by the JCDA Funds Meerut. As this discrepancy was observed only at the time of finalisation of his G.P.Fund payment, ^{the amount was withheld.} They have also submitted

that the temporary advance taken by the individual has been refunded and has already been credited month wise in the ledger of JCDA Funds Meerut vide their letter No.GPTDE/558572 dated 19.07.1999. Therefore, now the matter had to be decided by JCDA Funds Meerut along. They have further submitted that applicant was given the G.P.F. statement every year and in case there was any discrepancy, he was equally responsible to report the same to the establishment who could have taken the matter with the JCDA for remedial action. They have thus submitted that since for the period 1985-1986 applicant had drawn the advance he could not have been paid the interest, the same was liable to be deducted from his final payments.

4. I have heard both the counsel and perused the pleadings as well.

5. If the applicant had taken the loan of Rs.4500/- in 1985-86 and the same was repaid in instalments of Rs.150/- till April 1988 naturally it was open to the respondents not to give him interest on the said amount proportionately for the said period. Applicant has stated categorically that all the advance was repaid by him by April 1988 which fact has not been disputed by the respondents. In fact a perusal of the counter affidavit clearly shows that all this problem has cropped up due to the mistake of the respondents in not maintaining their accounts properly. Not only the respondents had not prepared the accounts properly at the time when the advance was taken by the applicant but even now respondents have not shown what steps have been taken by them to correct the mistake on their part. As there is absolutely nothing on record to show that respondents office i.e. the Senior Quality Assurance Establishment have written any letter to the JCDA Funds Meerut to either give the calculation to the applicant as to how an amount of Rs. 4500/- plus interest of



Rs.13,801/- was calculated and withheld from his final payment when applicant had already deposited the advance of Rs.4500/- by paying instalment of Rs.150/- p.m. up to April 1988. In fact from the arguments advanced by the respondents counsel it seems that the amount of Rs.4500/- plus interest thereon, till the date he retired, was withheld from the final payment whereas the amount of Rs.4500/- had already been deposited by the applicant in April 1988 itself.

6. In view of the above, definitely the respondents could not have withheld the total amount of Rs.18,301/- from applicant's final settlement and he is entitled to be repaid the amount which has wrongly been calculated.

7. It is seen that applicant had retired on 31.08.1999 but all this while, this amount has wrongly been withheld by the respondents, therefore, I am satisfied that applicant is entitled to get interest at the market rate on the amount which was wrongly withheld by the respondents. Therefore, respondents no.3 is now directed to take up the matter with the JCDA Funds Meerut by clarifying the position as to when the total amount of Rs.4500/- was paid back by the applicant so that the JCDA Funds Meerut may return the wrongly withheld amount to the applicant along-with the interest at the market rate by giving details thereon. Since respondent No.3 is responsible for mistake and the delay in finalising the matter, delay is to be attributed to the office of respondent No.3. It is for them to fix the responsibility and take action against the officers concerned which shall however be an independent matter for them to take. Payment of interest shall not be dependent on the action to be taken by the respondent No.3 for fixing the responsibility. It is clarified that respondents would be entitled to deduct the amount of interest for the period from



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December 1985 to April 1988 proportionately on the amount of advance taken by the applicant and subsequent interest if wrongly given to the applicant. But if he has already paid back the principal amount, the said amount could not have been recovered or withheld from his final settlement. Respondents shall repay the amount due to the applicant along with due and drawn statement after taking up the matter with the JCDA Funds Meerut within a period of 4 months from the date of receipt of a copy of this order under intimation to the applicant.

8. With the above direction, this O.A. is disposed off with no order as to costs.



Member (J)

shukla/-