

CENTRAL ADMINISTRATIVE TRIBUNAL

ALLAHABAD BENCH

THIS THE 25TH DAY OF MARCH, 2003

Original Application No.920 of 2000

CORAM:

HON.MR.JUSTICE R.R.K.TRIVEDI,V.C.

B.N.Mishra, S/o Shri Kamala
Prasad Mishra, R/o village Umarpur,
P.O.Madhpur district Jaunpur,
presently posted as Post Graduate Teacher
(Hindi), Kendriya Vidyalaya,
P.P.C.L. Amjhore, district Rohtas(Bihar)

.. Applicant

(By Adv: Shri Ajai Rajendra)

Versus

1. The Chief Manager(P&A),Iffco Phulpur, Allahabad.
2. The Principal Kendriya Vidyalaya Iffco, Phulpur, Allahabad.
3. The Assistant Commissioner, Kendriya Vidyalaya Sangathan Patna Region, Rohtas(Bihar)
4. The Principal, Kendriya Vidyalaya, P.P.C.L. Amjhore, district Rohtas(Bihar)
5. The Union of India, through Secretary, H.R.D Ministry, New Delhi.

.. Respondents

(By Adv: Shri N.P.Singh)

O R D E R(Oral)

JUSTICE R.R.K.TRIVEDI,V.C.

By this OA u/s 19 of A.T.Act 1985, applicant has challenged the orders dated 11/12.5.2000(Annexure 9), 13.6.00(Annexure 10) and order dated 7.4.00(Annexure 12). He has also prayed for a direction to the respondents not to deduct the impugned amount from the salary of the applicant in pursuance of the impugned orders.

..p2

The facts giving rise to this application are that applicant was serving as Post Graduate Teacher(Hindi) (in short PGT) in Kendriya Vidyalaya, Iffco Phulpur Allahabad where he allotted quarter No. TCS-04. The applicant was transferred on the post of Principal Navodaya Vidyalaya on deputation from Iffco Phulpur Allahabad to Vrindavan, West Champaran, Bihar and consequently relieved from Kendriya Vidyalaya Iffco Phulpur on 26.12.1996. The applicant however retained the possession of the quarter allotted to him till 11.8.1997. For this over stay in the quarter respondent no.2 wrote a letter to Assistant Commissioner, Kendriya Vidyalaya Sangathan, Vijai nagar Hukampur for recovery of the amount from applicant. The amount mentioned in this letter was Rs 18.290/-. On this the order dated 13.6.00 was passed by respondent no.2 communicating the applicant the entire account under which the amount of Rs 17,019/- is being recovered from the applicant on 7.4.2000. The liability of the applicant towards rent of the quarter, electricity charges and water charges were disclosed. According to this letter the break up of the amount was Rs 18,750/- as rent, Rs 6164.10p as electricity dues. Thus total liability was Rs 24,944.10p. Aggrieved by the aforesaid actions applicant has approached this Tribunal. Learned counsel for the applicant has submitted that allotment of quarters to the employees of the Kendriya vidyalaya is governed by rules known as allotment of residences(kendriya vidyalaya sangathan) Rules 1976. It is submitted that under Rule 15 of the aforesaid rules the applicant is only liable to pay twice the standard licence fee for the use and occupation of the residence after the allotment is cancelled or deemed to have been cancelled.

The learned counsel for the applicant has submitted that applicant was relieved from Kendriya Vidyalaya Iffco on 26.12.1996. Under rules he was entitled for two months stay. Thus, from 27.12.1996 to 27.2.1997 applicant was liable to pay standard licence fee which in the present case was Rs 108/- per month and after that for remaining period applicant was liable to pay double of the aforesaid amount. Thus, according to applicant the total liability of the applicant could not exceed Rs 1512/- and the amount demanded by respondents i.e. Rs 12,955/- is highly excessive and ~~contrary to~~ ^{contrary to} ~~contradictory~~ to rules. The counsel for the applicant, however could not show any illegality so far as electricity and water charges are concerned.

Shri N.P.Singh learned counsel for the respondents, on the other hand, submitted that the quarter belongs to Iffco and the applicant is liable to pay as per the rules applicable to the employees of the Iffco and the amount charged from the applicant is justified. However, for this submission counsel for the respondents could not place before me any document. It appears that the Iffco for the purposes of providing education to the children of its employees has provided building and other infrastructure for running school to Kendriya Vidyalaya Sangathan and has left its property under control and management of Kendriya Vidyalaya Sangathan. In absence of any agreement between Iffco organization and Kendriya Vidyalaya Sangathan that Rule 15 ^{was} relied on by applicant, will not apply in case of over stay, respondents could not charge rent beyond the provisions contained in Rule 15. The respondents have not fixed the liability of

the applicant in the light of the Rules of 1976 mentioned above. They have also not considered the provisions contained in the memorandum of agreement between Iffco and Kendriya Vidyalaya Sangathan under which the building and property was given in control and management of the Sangathan. In these circumstances, in my opinion the matter requires reconsideration by the respondents for fixing the responsibility of the applicant for payment of rent for the period in question.

For the reasons stated above, the impugned orders dated 11/12.5.2000(Annexure9), 13.6.00(Annexure 10) and 7.4.00(Annexure 12) are quashed so far as they fixed liability of payment of rent of the quarter against the applicant. So far as the electricity and water charges are concerned, they shall be deemed to be final.

The OA is disposed of finally with the liberty to the applicant to make representation before Commissioner Kendriya Vidyalaya Sangathan, New Delhi. The representation shall contain all the rules and regulations on which the applicant relies on. The representation if filed within a month, shall be considered and decided by a reasoned order within three months thereafter by Commissioner himself or any other officer competent in this behalf. For a period of six months the recovery of the amount shall be made from the applicant so far rent of the quarter is concerned. The realisation shall commence only after the order is passed ^{and if the applicant is found liable for any amount} on the representation of the applicant. There will be no order as to costs.


VICE CHAIRMAN

Dated: 25th march, 2003

Uv/