

CENTRAL ADMINISTRATIVE TRIBUNAL
AHMEDABAD BENCH

O.A.NO. 152/93
~~DAWN~~

DATE OF DECISION 10.09.99

S. Sundaram Pallai **Petitioner**

H.J. Nanavati **Advocate for the Petitioner [s]**
Versus

Union of India & Ors. **Respondent**

Mr. M.S. Rao **Advocate for the Respondent [s]**

CORAM

The Hon'ble Mr. V. Ramakrishnan : Vice Chairman

The Hon'ble Mr. P.C. Kannan : Member (J)

JUDGMENT

1. Whether Reporters of Local papers may be allowed to see the Judgment ?
2. To be referred to the Reporter or not ?
3. Whether their Lerdships wish to see the fair copy of the Judgment ?
4. Whether it needs to be circulated to other Benches of the Tribunal ?

S. Sundaram Pallai,
Senior Executive,
National Dairy
Development Board,
C-24, N.D.D.B Quarters,
Anand – 388 001.

:: Applicant ::

(Advocate : Mr. H.J. Nanavati)

V/s.

1. Indian Space Research Organisation
(Notice to be served through
Scientific Secretary)
ISRO Head Quarters,
Antariksh Bhavan,
New B.E.L. Road,
Bangalore – 560 094.
2. Head,
Personnel and General
Administration Department,
ISRO Headquarters,
Antariksh Bhavan,
New B.E.L. Road,
Bangalore – 560 094.
3. Administrative Officer,
Personnel and General
Administration Department,
ISRO Headquarters,
Antariksh Bhavan,
New B.E.L. Road,
Bangalore – 560 094.

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4. National Dairy Development Baord,
(Notice to be served through
Manager (P & A)
N.D.D.B., Anand,
District : Kheda.
Gujarat.

:: Respondents ::

(Advocate : Mr. M.S. Rao)

ORAL ORDER

O.A 152 OF 1993

Date : 10.09.99

Per Hon'ble Shri. V. Ramakrishnan : Vice Chairman.

The applicant an employee of ISRO had taken study leave. While granting such study leave, the department has asked him to execute a bond to the effect that if he does not continue to serve ISRO for at-least three years after return from study leave, he would re-pay to the organisation whatever benefit\$ was made available to him during the period of study leave. He completed his study leave period in Kerala University undergoing the subject of Master Degree in Communication and Journalism and he reported back to the department of ISRO in June'89. He had meanwhile, applied directly through proper channel to the National Dairy Development Board for the post of Senior Executive on his own against an open advertisement and on his being selected there, resigned the job in ISRO and reported for duty in Dec'89 in NDDB. Before his resignation, the department of Space insisted that he should make good his contract obligation as it was not a case

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of deputation to N.D.D.B and that the applicant had applied on his own for the job. The Department of Space also took it up with the NDDB whether it would be possible to transfer the bond obligation to them. The NDDB however, informed that as per the policy decision, they do not accept any liability and they suggested that the applicant should discharge all his liabilities before he joins their organisation. In view of the above, the applicant then made good his liabilities on account of the bond obligation. His terminal benefits were also settled simultaneously before his relief. His resignation then was accepted and he was permitted to join in NDDB which he did in Dec'89. After a period of more than two years namely in April'92, he persuaded the NDDB to take on the liabilities of the bond. The ISRO took the line that as the bond has already been discharged there was no question of transferring the bond obligation. As is seen from the letter dated June 10th 1992 as at Annexure A-II, that the ISRO has clearly stated that the bond does not exist and the applicant is not an employee of the ISRO after 15.12.89.

2. The applicant has filed the present O.A seeking refund of the amount which had already been paid by him to the department in 1989.

3. Mr. Rao, states that in accordance with the Govt., policy an offer was made to NDDB to take over the bond obligation and if the bond had been transferred to NDDB the applicant would not be required to discharge the bond. This was refused by NDDB who suggested that he should discharge his liabilities to ISRO as per the bond. The NDDB stated that they do not accept any such liability and that this matter should be

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solved at the ISRO's end and that the applicant can join the service of the NDDB only after he gets formal order of relief from the ISRO stating that no liability is pending.

4. Mr. Rao submits that if he had any grievance with regard to the stand of the NDDB at that time, the same should have been challenged before the appropriate forum in 1989 itself. The applicant had not done so and discharged the liabilities under the bond as he was keen to join NDDB as early as possible. He has also submitted his resignation to ISRO. He refers to the Ministry's O.M dated 15th April 1966, to the effect that in case of an employee who is under bond obligation, and who leaves the Govt., Service before the obligation period, then, in that case, the amount should be recovered from the concerned Govt. Servant only when he secures private service and not Govt., service under the State Govt., Public Sector Undertaking, wholly or partly owned by the Central or State Govt. But the concerned department where such an employee is appointed should take a fresh bond from such an employee for a period of 3 to 5 years which may be determined by the department. Even the O.M dated 14.11.84 requires that a fresh bond should be taken from the person concerned to ensure that the employee serves the new employer for the balance of the original bond period. In the present case, an attempt was made with the N.D.D.B to transfer the bond obligation but they did not agree to take over the rights under the bond obligation of the applicant. The applicant also did not pursue the matter then, as he was keen to join the N.D.D.B.

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5. Mr. Rao says that it is not the case of the applicant that he has paid the amount to ISRO under protest or any pressure was brought on him to pay the amount. When the NDDB refused to accept the transfer the only options before him was whether to discharge the bond or continue with the ISRO. He opted to take the former course and join the N.D.D.B. Mr. Rao says that he cannot seek to agitate the present issue before this Tribunal as this is not a service matter at all as what he wants now is recovery of some money which he had paid ^{voluntarily} to the ISRO in 1989 in order to join N.D.D.B at the relevant time.

6. We find force in submission of Mr. Rao. The O.A is dismissed with no orders as to costs.

D Kannan
(P.C. Kannan)
Member (J)

V. Ramakrishnan

(V. Ramakrishnan)
Vice Chairman

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CENTRAL ADMINISTRATIVE TRIBUNAL, DELHI

Application No.

067/152/93

of 19

Transfer Application No.

Old Writ. Pet. No.

CERTIFICATE

Certified that no further action is required to be taken and the case is fit for consignment to the Record Room (Decided)

Dated: 20/10/97

Countersigned.

8th Nov
20/10/97

Section Officer/Court Officer.


Signature of the Dealing
Assistant

CENTRAL ADMINISTRATIVE TRIBUNAL

AHMEDABAD BENCH

AHMEDABAD

CAUSE TITLE

08/152/93

NAME OF THE PARTIES

Mr. S. S. Pillai

VERSUS

U.O.I. & Ors.

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