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IN THE CENTRAL ADMINISTRATIVE TRIBUNAL,  
CUTTACK BENCH: CUTTACK.

ORIGINAL APPLICATION NO. 317 OF 1994

Cuttack, this the 24th day of September, 1996

Policarp Naik ..... Applicant

Vrs.

Union of India & others ..... Respondents

(FOR INSTRUCTIONS)

- 1) Whether it be referred to the Reporters or not?
- 2) Whether it be circulated to all the Benches  
of the Central Administrative Tribunal or not?

*Narasimha*  
(N.SAHU)  
MEMBER (ADMINISTRATIVE)

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CUTTACK BENCH: CUTTACK.

ORIGINAL APPLICATION NO. 317 OF 1994  
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CORAM:

HONOURABLE SHRI N.SAHU, MEMBER (ADMINISTRATIVE).

....

Policarp Naik,  
son of late Solomon Naik,  
of village-Aunli,  
P.O. Mirganguda,  
P.S.Borigumma,  
District-Koraput,  
at present working as Section Supervisor  
in the office of the Telecom District Engineer,  
Koraput, At/P.O/Dist.Koraput        ....        Applicant

By the Advocate        -        Mr.M.K.Mohanty.

-versus-

1. Union of India, represented by the Secretary, Department of Telecom, Central Secretariat, At/P.O/Town-New Delhi.
2. Telecom District Engineer, Koraput Telecom District, At/P.O/Dist.Koraput.
3. The Accounts Officer (Cash), In the office of the Telecom District Engineer, At/P.O/Dist.Koraput        ....        Respondents

By the Advocate        -        Mr.U.B.Mohapatra.

O R D E R

N.SAHU, MEMBER (ADMINISTRATIVE)        The prayer in this application as amended and filed on 9.7.1996, is to direct the respondents to deduct from the salary of the applicant upto a maximum of

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one-third of his salary towards the advances taken by him and remit two-third of his salary per month regularly. The applicant is working as a Section Supervisor in the office of the Telecom District Engineer. During the period under review he was getting a gross emolument of Rs.3600/- per month. After deduction of advances he used to be paid Rs.1500/- per month by the Department. In the month of December,1993 he was paid only Re.1/- after the deductions were made. In the month of January,1994 no salary was paid to him and only Rs.500/- was paid to him in the month of February,1994. He made a representation on 31.12.1993 to Respondent No.3, Accounts Officer in the office of the Telecom District Engineer complaining about the meagre amount that was paid to him. According to him, as per rule, he should be paid one-third of the emolument per month and rest two-third should be deducted for his advances. There was no response and the Respondents continued to deduct as a result of which he was not paid any salary in the month of January,1994. This claim was strenuously opposed in the counter affidavit. It is stated that the amount of loan availed and recovered and amount due are clearly shown at page 2 of the counter and a detailed statement has also been annexed as Annexure-R/1. The applicant availed advances under G.P.F., Motor-cycle, and Festival House Building. He has failed to refund the unutilised L.T.C. Advances. Apart from these departmental advances, the applicant is a loanee member of the Telecom District Employees' Credit & Thrift Society,Koraput(Regn. No.JD-2/92) and has availed a loan of Rs.15,000/- as intimated

by the Secretary, Koraput Central Bank Ltd., in letter dated 7.11.1992. It is submitted that there is no obligation on the part of the Department to give prior intimation to the official about the details of the recoveries. The official is supposed to know of the loan availed by himself and the recovery to be made in the instalments from his salary each month. The applicant was only paid his due salary after all standard deductions and recoveries towards the departmental loans and advances taken by him. For non-departmental loans, the Department has been authorised to deduct the instalments due to be recovered from the applicant towards the repayment of the loans on receipt of demands from the concerned Secretary. It is submitted that for the above reasons, the application deserves to be dismissed.

2. Counsel for the applicant, Shri M.K.Mohanty submitted that under Rule 87 of P&T FHB Vol.I, recoveries may not ordinarily be made at a rate exceeding one-third of pay. He submitted that any Housing Building loan that remains unrecovered can be deducted from his gratuity at the time of retirement. Shri U.B.Mohapatra, Addl. Standing Counsel pointed out that the terms of recovery are statutorily fixed. With regard to House Building advance, the principal loan with interest thereon shall be repaid in full in monthly instalments within a period not exceeding twenty years. Firstly, the recovery of the principal advance shall be made in not more than 180 monthly instalments and then interest shall be recovered in not more than 60 monthly instalments. The Head of the Department has a discretion to permit the loanee

to repay the advance with interest in convenient monthly instalments in order to avoid undue hardship to the loanee if he has to retire earlier than the specified date. An advance under Rule 13 shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning authority may direct; but such number shall not be less than twelve unless the subscriber so elects and more than twenty-four. Recovery shall not be made except with the subscriber's consent while he is in receipt of subsistence grant or is on leave for a specified period without salary. With regard to recovery towards Co-operative Society's dues where the concerned enactment imposes a statutory obligation on the Government to effect such recoveries, such recoveries shall be effected by the Drawing & Disbursing Officer in accordance with the procedure laid down by the Government from time to time. Recoveries from the salary of a Government servant on account of dues of a Co-operative Society cannot be waived in any manner. Shri Mohapatra has also brought to my notice Annexure-R/3 where the applicant had authorised the pay Drawing & Disbursing Officer to deduct from his salary the instalments of the loan and pay the same to the Society if in case he fails to directly pay the instalments. He submitted that the Respondents have done nothing irregular in making the deductions in accordance with Rules.

3. In the Original Application filed on 19.9.1994 the applicant prayed for deduction from his salary a maximum of two-third of his salary towards advances taken and for payment of one-third of salary per month regularly. In the amended

application, he reversed this stand and prayed for deduction of only one-third of his salary and for payment of two-third of salary per month regularly. By a memo filed by Shri Mohapatra on 5.8.1996 it is submitted that the applicant's claim of payment of Re.1/- per month is not correct. A consolidated statement has been filed. As an illustration, recoveries made during August, 1994 are extracted:

(i)	G.P.F.Contribution	-	Rs.200.00
(ii)	G.P.F.Recovery on account of advance taken	-	Rs.595.00
(iii)	CGE GIS	-	Rs. 30.00
(iv)	MCA	-	Rs.178.00
(v)	Festival Advance	-	Rs. 60.00
(vi)	H.B.A.Recovery	-	Rs.1250.00
(vii)	HRR	-	Rs.125.00

Total Recoveries- Rs.2438.00

Net amount of Rs.1171/- was paid to the applicant.

There was co-operative loan recovery during September, 1994 only. During April, 1996 to June, 1996 unadjusted T.A.Advance and unadjusted Medical Advance were recovered. According to this revised statement, the recoveries have been made strictly in conformity with the Rules. I find absolutely no justification for allowing the relief claimed.

The Original Application is dismissed.

*N.SAHU*  
(N.SAHU) 24/6/96  
MEMBER (ADMINISTRATIVE)