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IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
CUTTACK BENCH: CUTTACK.

ORIGINAL APPLICATION NO. 305 OF 2001
Cuttack, this the 15th day of February, 2002.

SRI RABINDRANATH PARIDA. APPLICANT.

VRS.

UNION OF INDIA & OTHERS. RESPONDENTS.

FOR INSTRUCTIONS

1. Whether it be referred to the reporters or not? NO

2. Whether it be referred to all the Benches of the Central Administrative Tribunal or not? NO

Manoranjan Mohanty
(MANORANJAN MOHANTY) 15/02/2002
MEMBER (JUDICIAL)

S.A.T. Rizvi
(S.A.T. RIZVI)
MEMBER (ADMN.)

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CENTRAL ADMINISTRATIVE TRIBUNAL
CUTTACK BENCH: CUTTACK.

ORIGINAL APPLICATION NO. 305 OF 2001.
Cuttack, this the 15th day of February, 2002.

C O R A M:-

THE HONOURABLE MR. S.A.T. RIZVI, MEMBER (ADMN.)

A N D

THE HONOURABLE MR. MANORANJAN MOHANTY, MEMBER (JUDL.).

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SRI RABINDRANATH PARIDA, aged about 39 years,
S/o. Sri Sudam Charan Parida, At present working,
as Senior Section Officer, Accounts, Office of the
Financial Advisor and Chief Accounts Officer,
Constructions, S. E. Railways, Bhubaneswar, Dist. Khurda.

... ... Applicant.

By the legal practitioner : Mr. A.K. Mohapatra-I, Advocates.

: Versus :

1. Union of India represented through the
General Manager, South Eastern Railways,
At/Po: Garden Reach, Calcutta (West Bengal)
2. Chief Workshop Manager, Carriage Repair
Workshop, Mancheswar, At/Po: Mancheswar,
Dist: Khurda.

... ... Respondents.

By the legal practitioner : M/s. B.N. Mishra,
S.K. Panda,
S.S. Swain,
Standing Counsel
(Railways).

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O R D E R

(ORAL)

MR. S. A. T. RIZVI, MEMBER (ADMN.) :

While working as^{an} Senior Section Officer, in the South Eastern Railway, the Applicant resided in Qrs.No.C-15/3(Type-III) duly allotted to him by the authority competent in the matter. Consequent upon his transfer, he stood relieved from the post of Senior Section Officer w.e.f. 15.9.2000. On account of the problem of education of his children, he made a request for retention of the aforesaid official quarters for two months on payment of normal license fee and for six months thereafter on payment of special licence fee. His prayer was allowed vide Annexure-2 dated 17-11-2000. Accordingly, he has made payments for the aforesaid entire period of eight months as per the sanction given vide Annexure-2. Vide Annexure-3, the aforesaid sanction was cancelled on the ground of^a procedural irregularity committed by the Applicant in forwarding his application through the proper channel. The Rules framed by the Respondents for the purpose of forwarding such prayers to the higher Authorities provide that the applicant should have forwarded the prayer through the Accounts Officer. Instead of doing that he has routed his prayer through the FA&CAO (Annexure-1) who is admittedly an officer placed higher in the departmental hierarchy than the Accounts Officer aforesaid. On a representation being made by the Applicant against the aforesaid cancellation order, the Chief Workshop Manager has rejected the Applicant's representation by refusing to interfere with the order already passed vide Annexure-3.

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2. Learned counsel appearing on behalf of the Applicant submits that meanwhile despite an order of stay issued by this Tribunal, the Respondents have recovered the damage rent in respect of the period from 16.11.2000 to 15.5.2001 from the Bill relating to the arrears of salary. According to him, the Respondents have taken the aforesaid action ~~over~~ without issuing a show cause notice as a result of which Annexure-3 is ~~an~~ ^{the} outcome of a gross violation of principles of natural justice and Article 14 of the Constitution of India. We are inclined to agree with the aforesaid contentions raised on behalf of the Applicant. We also find that ~~declined to~~ ^{in the matter of} adhere ^{- need} to the procedures, the Respondents have shown extraordinary eagerness to impose the aforesaid penalty of damage rent on the applicant without realising that he had forwarded his application initially through FA&CAO, an officer superior to the AO, and, on its basis, the competent authority without objecting to the procedure followed, sanctioned ^{the} retention of the aforesaid official quarters. Placing of reliance on procedures in such trifling matters and in such situations must necessarily be deprecated.

3. In the light of the foregoing, we find merit in the Original Application which is allowed. The recovery of the damage rent made from the applicant, as above for the period from 16.11.2000 to 15.5.2001 is quashed and set aside. The amount recovered by way of damage rent shall be refunded to the applicant within a period of one month. No costs.

Manoranjan Mohanty
(MANORANJAN MOHANTY) 15/02/2002
MEMBER(JUDICIAL)

S. A. T. Rizvi
(S.A.T. RIZVI)
MEMBER(ADMN.)