

CENTRAL ADMINISTRATIVE TRIBUNAL
ERNAKULAM BENCH

O.A.NO.773/2000 & O.A.303/2001

Friday, this the 5th day of April, 2002.

CORAM;

HON'BLE MR A.V.HARIDASAN, VICE CHAIRMAN

HON'BLE MR T.N.T.NAYAR, ADMINISTRATIVE MEMBER

O.A.773/2000

M.Aravindakshan,
Scientist (Senior Scale),
Mumbai Research Centre of
Central Marine Fisheries Research
Institute, Mumbai.

- Applicant

By Advocate Mr PV Mohanan

Vs

1. The Director General,
Indian Council of Agricultural Research,
Krishi Bhavan,
New Delhi.
2. The Director,
Central Marine Fisheries
Research Institute(CMFRI),
Post Box No.1603,
Kochi-14.
3. The Officer-in-Officer,
Mumbai Research Centre of Central
Marine Fisheries Research Institute,
148, Army and Navy Building,
Mumbai.
4. The Estate Manager,
Office of the Estate Manager,
Government of India,
Aayakar Bhavan Annex,
Bombay-20.

- Respondents

By Advocate Mr Mr P Jacob Varghese (for R.1 to 3)

By Advocate Mr C Rajendran, SCGSC (for R-4)



O.A.303/2001

M.Aravindakshan,
Scientist(Senior Scale),
(Retired on 31.8.2000),
Mumbai Research Centre of Central
Marine Fisheries Research Institute,
Flat No.2340, Building No.200,
Type-3, Sector-6,
Kane Nagar, Mumbai,
Residing at: Arumbu,
Plot 451, Jayanthi Town,
Part 2, Sriperumbadur, Chennai,
Tamil Nadu).

- Applicant

By Advocate Mr PV Mohanan

Vs

1. The Director General,
Indian Council for Agricultural Research,
Krishi Bhavan, New Delhi.
2. The Director,
Central Marine Fisheries
Research Institute (CMFRI),
Post Box No.1603,
Tatapuram(P.O.),
Kochi-14.
3. The Estate Officer,
O/o the Estate Manager,
(Directorate of Estate),
Ministry of Work and Housing,
Government of India,
Mumbai-400 020.

- Respondents

By Advocate Mr C Rajendran, SCGSC (for R-3)

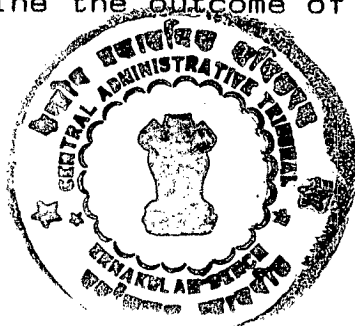
By Advocate Mr P Jacob Varghese (for R.1&2)

The applications having been heard on 23.1.2002 the Tribunal
on 5.4.2002 delivered the following:

O R D E R

HON'BLE MR T.N.T.NAYAR, ADMINISTRATIVE MEMBER

These two Original Applications are filed by the same
applicant. Since the facts are interrelated and the decision
in respect of the former case, i.e. O.A.773/2000 would
determine the outcome of the latter, i.e. O.A.303/2001, these



two cases are taken up together for disposal by a common order.

2. The core issue in O.A.773/2000 is whether or not the applicant was eligible to retain the General Pool accommodation allotted to him in 1976 and whether the respondents would be justified in recovering the special licence fee and service charges from the applicant as per a series of impugned orders, as Annexures A-4 to A-7 and A-9 and A-10.

3. The issue to be resolved in O.A.303/2001 is, whether the withholding of Rs.1,00,000/- from the applicant's retirement gratuity and whether the nonpayment of the full gratuity amount of Rs.3,00,696/- to the applicant is justified.

4. We consider it expedient to deal with O.A.773/2000 first, with reference, wherever called for, to the material on record pertaining to O.A.303/2001 as well:

O.A.773/2000

5. The basic facts as emerging from the pleadings in a nutshell are: The applicant commenced his career on 13.9.62 as a Survey Assistant under the Central Marine Fisheries Research Institute(CMFRI for short), Government of India, Ministry of Agriculture. After serving different stations of the CMFRI, viz, Cochin and Tamil Nadu, the applicant was



transferred to Bombay in 1972 as a Senior Research Assistant in the Research Centre of the CMFRI, functioning under the Indian Council of Agricultural Research (ICAR for short). Thus the initial spell of the applicant was under the Government of India until the CMFRI got merged with ICAR, an autonomous Society. In 1976, the 4th respondent, the Estate Manager, Government of India, by A-1 order dated 30.6.76, allotted a Type-III General Pool accommodation to the applicant on the assumption that he, (the applicant) was in continuous Government service since 13.9.62. The allotment in favour of the applicant was understood to be in accordance with the provisions of Government residence (General Pool in Bombay) Rules, 1963 incorporated in FR-45 and SR-317-B. As per the terms under which the Scientific personnel of the ICAR Headquarters stationed at New Delhi were declared eligible for allotment and continued retention of residential accommodation under General Pool, the ICAR was obliged to continue to pay the licence fee to the Directorate of estate at market rate. The Society in turn, would charge normal licence fee under FR-45-A from the allottees. Thus, until less than a year before the applicant's retirement, he was residing in the same accommodation at Bombay allotted to him as per A-1 order and was paying his share of the licence fee as per the terms of allotment of the General Pool accommodation to the ICAR employees. Apparently, the Directorate of Estate took note of the fact that its Regional Offices at Madras and Bombay had wrongly extended the concession of eligibility for allotment of General Pool accommodation to the staff of ICAR and other organisations in violation of the clear orders issued in O.M.



dated 1.11.69 that such concession should be restricted to the staff of the organisations like ICAR working in the headquarters in Delhi. By O.M. dated 4.9.86(R-1), the Directorate of Estate, therefore, put an embargo on allotment of General Pool accommodation to any employees of ICAR and other organisations working in any places other than the headquarters at Delhi. A review exercise in respect of allotment already made was also set in motion. Efforts were made to permit the allottee employees of the Society to continue in their quarters, subject to the conditions regarding licence fee/rent. But the Directorate of Estate, Government of India took the stand that revised rent would have to be paid if the allotted accommodation in unpermitted places was retained beyond the deadline. The respondent-ICAR decided to put the allottees on notice for vacation of quarters immediately or, in the alternative, charge the full amount of licence fee from them since the CMFRI was not to bear any liability on that account, vide its communication dated 7.10.96(R-2) addressed to the Director, CMFRI. The ICAR reiterated its stand vide Annexure-R3 dated 2.3.98, addressed to the Director, CMFRI, Cochin by stating that either the employees should be asked to bear the additional liability themselves or if they are unable to do so, they should be asked to vacate the quarters after serving notice on them. As per A-11(R3-C) notice dated 1.10.99, the applicant was asked to vacate the Quarter No.2340, Type-III, Kane Nagar, Koliwada, Mumbai-400 037, allotted through General Pool by Estate Manager, Government of India, Mumbai, within three months or on or before 31.12.99. The reasons for asking the applicant



to vacate the allotted accommodation were not stated, but there were references in A-11 to certain previous correspondence in regard to the same subject. The applicant, therefore, requested for copies of those correspondence, vide A-12. The copies of the correspondence requested for by the applicant, did not appear to have been given to the applicant. However, as per A-3 O.M. dated 20.10.99, the ICAR's decision that in cases where the employees availing the General Pool accommodation are permitted to retain the accommodation beyond the prescribed normal period of retention, such employees should bear the additional expenditure on account of special licence fee to the Directorate of Estate themselves without any liability on the part of the ICAR was communicated. By the impugned A-4 Memo dated 13.4.2000, the applicant was informed that his continued retention of the accommodation would be irregular and would be at his own cost. The impugned A-6 letter dated 18.4.2000 addressed by the ICAR to the second respondent (CMFRI) enjoins the latter to take necessary action for getting the quarters vacated in the light of the earlier instructions on the matter. By the impugned A-5 letter dated 4.5.2000, Senior Administrative Officer of the first respondent asked the Officer-in-Charge of the Bombay Research Centre of the CMFRI, to recover the whole amount of licence fee, service charges etc. from the applicant for the period beyond the original notice period by issuing necessary office order in that regard. The impugned A-7 Memorandum dated 6.5.2000 takes note of the fact that the applicant did not vacate the quarters allotted to him and reiterates the first respondent's decision that the applicant has to bear the



licence fee at the rate of Rs.6021/- per month from 1.1.2000 till he vacates the quarters. By the impugned A-9 Office Order dated 17.6.2000, the applicant was asked to pay licence fee at Rs.6021/- per month with effect from 1.1.2000 to the first respondent-Institute within 10 days, failing which the amount was proposed to be recovered from his salary/DCRG in full. A-10 letter dated 29.3.2000 issued from the office of the first respondent to the office of the Mumbai Research Centre of CMFRI refers to the decision regarding eviction of allottee-employees and calls for a status report on action taken in respect of the applicant since his continued retention of the accommodation would be irregular and at his own cost. The applicant's case is that he continued to occupy the allotted General Pool quarters in terms of FR.45-A read with SR.317-B-11 and thus the allotment would be in force until the same was cancelled or deemed to have been cancelled. Against the above factual background, the applicant seeks the following reliefs:

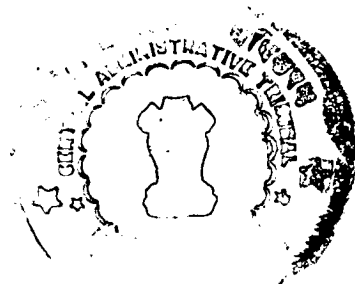
- i) To call for the records leading to A-4, A-5, A-6, A-6, A-7, A-9 and A-10 and set aside the same.
- ii) To declare that the applicant is entitled to occupy the quarters referred to in A-1 till the date of retirement with normal rent and thereafter subject to the payment of licence fee as envisaged in A-2.
- iii) To direct the respondents not to recover the licence fee and service charges from the applicant as stipulated in A-5, A-7 and A-9.

6. The respondents 1 to 3 have filed a common reply statement and respondent No.4 has filed a separate reply statement opposing the O.A. The respondents 1 to 3 have



stated that the allotment of General Pool accommodation at Bombay was illegal and therefore, the applicant had to necessarily vacate the quarters. A time limit was fixed for vacating the house. Once the deadline for vacating the accommodation was prescribed, any over-stay would make the applicant liable to pay increased licence fee, as the Society would not be under any obligation to do so. The Society's efforts to help its employees by securing continued retention of the allotted accommodation failed and the consequent additional rent liability could not, therefore be discharged by the Society. The applicant was given a reasonable opportunity by communication dated 1.10.99, the applicant was given time upto 31.12.99 to vacate the quarters, failing which the additional rent liability would have to be borne by him. The notice of vacation was in accordance with law. The applicant was aware of the reasons and circumstances for the decision to levy and recover penal rate of licence fee from his salary.

7. The 4th respondent in his reply statement would maintain that the applicant already been informed about the decision of the Society. The concessional rates of licence fee was available only when retention was permitted. When the allotted employees failed to vacate the accommodation within the stipulated period, the liability to pay penal rent would naturally visit upon the allottees, and, in this this case therefore, the applicant was liable to pay the penal rent.

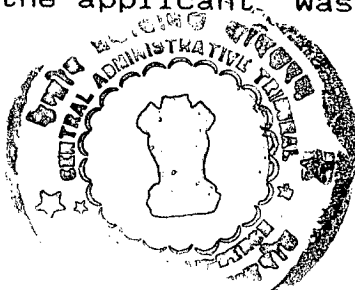


8. We have heard the learned counsel on either side. According to Shri P.V.Mohanan, learned counsel for the applicant, allotment of General Pool Type-III accommodation made in favour of the applicant as per A-1 order dated 30.6.76 would be in force until the allotment was cancelled. The allotted accommodation was not the ICAR's own accommodation and therefore, the provisions of the ICAR(Allotment of Residence) Rule 1981, did not apply to the applicant. What was applicable to the applicant was, SR.317-B(11)(1) which laid down provisions regarding allotment of General Pool accommodation and the period during which the said allotment would be effective. The applicant was, therefore, eligible to retain the allotted accommodation as provided under SR.317-B(11). There was no question of either vacating the accommodation before the time permitted or any violation of the conditions regarding licence fee payable in the light of the said rule. Inviting our attention to the fact that the applicant retired on 31.8.2000 and that by communication dated 20.10.2000 addressed to the Officer-in-Charge, CMFRI, Mumbai, which is available as A-8 in O.A.303/2001, learned counsel for the applicant would contend that the applicant had been allowed to retain the residential accommodation for four months from the date of his retirement, i.e. upto 31.12.2000 calculated from 31.8.2000. Counsel would state that as per the said communication, licence fee at normal rate was chargeable for the first two months and licence fee at twice the normal rate for the 2 months thereafter. Applicant was also permitted to retain the said accommodation for another two months on payment of 4 times the normal licence fee and



subsequent 2 months on payment of 6 times the normal licence fee on medical or educational ground to be specifically requested for along with necessary proof. Thus, the liability to pay damage rent and action under the Public Premises Eviction Act would arise only if the applicant failed to vacate the allotted accommodation on or before the due date and continue to occupy the allotted accommodation as mentioned in the letter of cancellation issued by the Estate Manager, Government of India. According to Shri Mohanan, the cancellation of the allotment with effect from 31.12.2000, subject to the concessional provisions regarding retention, having taken place after the retirement of the applicant, the impugned orders A-4, A-5, A-6, A-7, A-9 and A-10 were illconceived, and illegal and were hence liable to be set aside. The applicant was accordingly entitled to occupy the quarters allotted to him as per A-1 order till the date of his retirement and thereafter, subject to licence fee payable as per A-2, it is contended. It is also urged, as prayed for in the O.A., that there was no justification for any recovery of licence fee or service charge from the applicant, as mentioned in A-5, A-7 and A-9 communications.

9. Shri Jacob Varghese, learned counsel for respondents 1 to 3 points out that the continued occupation of the General Pool accommodation by the applicant was illegal in view of A-11 notice dated 1.10.99 whereby the applicant had been given time till 31.12.99 to vacate the quarters. The Directorate of Estate, Government of India had found that the allotment of General Pool accommodation at Bombay to the Society's employees like the applicant, was wrong. Unbearably stiff

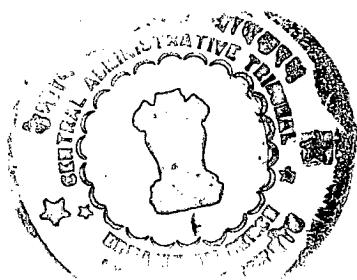


conditions were attached for continued occupation. There could not be a situation where the occupants would pay the minimal rent by way of licence fee and the Society would have to incur prohibitive expenditure on account of the manifold increase in the market rent. The applicant, inspite of the opportunity given to him to vacate the quarters, would like to retain the quarters on payment of the meagre licence fee. The employer-Society had, therefore, intervened in the matter by ordering the recovery of the additional rental liability from the applicant's salary itself. The impugned orders issued in that context were perfectly legal, and in that view of the matter, the O.A. was unsustainable and hence liable to be dismissed, learned counsel for the respondents would urge.

10. Shri C Rajendran, learned SCGSC appearing on behalf of respondent No.4 submitted that the respondent-Society and the allottee employees were aware that the allotment of General Pool accommodation at Bombay was incorrect and hence required to be reversed. Quite a few of the employees had surrendered the flats, since the additional rental liability attached to the continued retention of the quarters was unacceptable to them. The applicant was put on notice to vacate the quarters and the consequents of the failure to do so. It cannot therefore, be said that the applicant did not have proper notice and that he had no liability to pay additional rent although he went on occupying the quarters beyond the permitted period, according to the learned SCGSC.



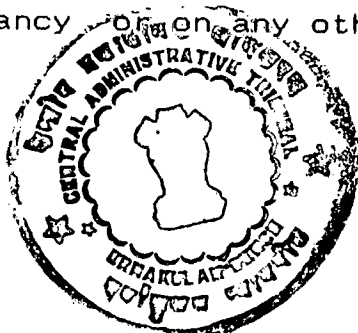
11. On a careful consideration of the facts and contentions in this case, we find that the whole controversy with regard to the continued retention of the allotted General Pool accommodation by the applicant and the additional rental liability proposed to be raised against him as per the impugned orders stems from the discovery of the Directorate of Estate that allotment of General Pool accommodation had been made in favour of staff of the specified organisations including the ICAR located outside the headquarter's office in Delhi in violation of the existing instructions. According to the existing instructions, the concession of eligibility for allotment of General Pool accommodation was restricted to the staff working in headquarters office in Delhi of the specified organisations including ICAR and such concession should not be extended to staff under various Units and under the control of such organisations either in Delhi or in some other places. The Directorate of Estate accordingly took up the matter with the ICAR in so far as it related to irregular allotment of General Pool quarters to its employees. In the wake of the review of allotments made at Bombay, Madras and Calcutta, the respondent-organisation took steps to get the allotted General Pool accommodation vacated. It is a matter of record, however, that the Society made earnest efforts to permit the allottees to continue in their quarters subject to the existing conditions regarding licence fee/rent but the Directorate of Estate took the stand that revised rent would have to be paid if the allotted accommodation in unpermitted places, such as, Bombay was retained beyond the deadline. No



doubt, the
[respondent-Society, finding itself in a dilemma on account of the manifold increase in its rental liability, was eager to ask the occupants either to vacate the allotted accommodation or to pay the additional rent liability themselves(the allottees). The Society might have had its own compelling reasons to do so. However, we do not find any effort on the part of the respondent-Society in the direction of getting the allotment cancelled. The allotment was made by the Directorate of Estate. Whatever be the illegality of the original allotment, the terms and conditions with regard to licence fee/rent in respect of the allotted accommodation were decided upon by the Directorate of Estate and the beneficiary Society whose employee got the allotment of General Pool accommodation. As per the terms under which the Scientific personnel of the ICAR stationed at the Headquarters at New Delhi were declared eligible, for allotment and continued retention of residential accommodation under General Pool, the Society was obliged to continue to pay the licence fee to the Directorate of Estate. For this purpose, licence fee payable to the Society to the Directorate of Estate was standard rent under FR.45-B or the standard rent under FR.45-A whichever was higher. The employees on their part, were required to pay to the ICAR 10% of the basic pay or standard rent whichever was lower. It was this condition which was sought to be upset by the action on the part of the Society in putting the applicant on notice regarding eviction of the quarters. But the allotment was still in force and the applicant continued to occupy the quarters. Though the illegality of the allotment was discovered some time in 1996, the Estate Manager and the



Society continued their correspondence with regard to regularisation of continued retention on the then existing terms. The Directorate of Estate after deciding in all seriousness that the allotment made in respect of the employees of the Society working at various centres other than headquarters at New Delhi was irregular, did not proceed in the direction of cancelling such allegedly illegal allotments. The allotment made in favour of the applicant as per A-1 order might have been irregular in view of the R-1 O.M. dated 4.9.86, but as far as applicant was concerned, he was occupying General Pool accommodation on the basis of an allotment letter made as long back as 1976. We are of the considered view that the Directorate of Estate/Estate Manager himself could have set a time limit for the Society to agree to a revision of the terms and conditions under which allotments, though irregular, had happened or in the alternative, to proceed to issue appropriate orders cancelling the allotment. Either way, the power and authority for this purpose was with the Government of India. Until there was a cancellation in terms of FRs and SRs, the applicant could not be asked to vacate the house allotted to him in the normal course. If the legality of the allotment was in doubt, the 4th respondent, the Estate Manager should have acted promptly. Since it was a matter arising out of the contract between the Government of India and the Society, the Society should have made suitable arrangements for continued retention of the admittedly few General Pool quarters still under retention by the employees of the Society either on the revised terms of occupancy or on any other terms which it might negotiate with



the Government of India, Directorate of Estate. An allottee of General Pool accommodation by virtue of an order of 1976 and whose retirement was looming large before him, should not have been asked to fend for himself in unequal and unenviable conditions nearly 23 years after the initial allotment.

12. As per FR.45-A(IV)(c)(6), taking licence fee in excess of what is prescribed elsewhere under the rules is possible when the allottee officer does not vacate the residence after the cancellation of allotment. It is also seen that as per A-9 O.M. dated 20.10.99 available in O.A.303/2001, the ICAR has indicated the decision to the effect that in cases where the employees availing General Pool accommodation are permitted to retain the accommodation beyond the prescribed normal period of retention, such employees shall be required to bear the extra expenditure on account of the liability on the part of the ICAR. Thus, where an employee who has been favoured with an allotment of General Pool accommodation continues to occupy the same beyond the prescribed normal period as per rules, additional liability might visit upon him. In the applicant's case, there was no cancellation of allotment until 31.12.2000 vide communication dated 20.10.2000 which is available as A-8 in O.A.303/2001. This is an undisputed fact. The said A-8 communication is quoted in full below:

"Government of India
Office of the Estate Manager
Mumbai-400 020

No.11/1271-III/76-EMM Date: 20th Oct., 2000



To

The Officer-in-Charge,
Central Marine Fisheries Research Institute,
Army & Navy Bldg., M.G.Road,
Mumbai-400 001.

Sub: Shri M.Aravindakshan Cancellation of allotment
of Flat No.2340, Ty-C, Sect-VI, K.N. & Garage
No. retention accommodation

Sir,

With reference to your letter No.7-9/2000 dated ____ in continuation of this office letter of even number dated ____ and with reference to representation dated ____ of Shri _____. I am directed to say that in view of Shri M.Aravindakshan retirement with effect from 31.8.2000 the allotment of Qrt.No./Flat No.2340, Ty-C, Sect-I, Kane Nagar is hereby cancelled/was deemed to have been cancelled in his name with effect from 31.12.2000 after allowing him four month permissible period, first two months on normal licence fee and another two months on payment of twice the normal licence fee and simultaneously. Further, Shri M.Aravindakshan can retain the said accommodation for another two months on payment of four times the normal licence fee and subsequent two months on payment of four times the normal licence fee and subsequent two months on payment of six times the normal licence fee on Medical/Educational grounds. He will be required to apply for the retention of Govt. accommodation on Medical/Educational ground before the expiry of the initial concessional period of four months duly supported by the documentary proof such as allottee's request for retention on plain paper, Bank draft drawn in favour of the Estate Manager, Govt. of India, Mumbai - 400 020 being the licence fee for the retention period applied for and a declaration, an affidavit on a non-judicial stamp paper of Rs.5/- duly authenticated by a 1st class Magistrate or Notary Public to the effect that the officer, his spouse, children or any other dependant relatives do not own a private house in Mumbai and also a certificate to the effect the premises is required for the bonafide use of the family members of the officer and the same is being used by them.

Failure to vacate the accommodation by the due date will render the officer liable to payment of damages at the rate of Rs.103/- per sq. meter of living area per month for Type-I to Type-IV quarters at Kane Nagar, S.M.Plot, Wadala and Hostel Single & Hostel Double at Kane Nagar Rs.97/- per sq. meter of living area per month for Ghatkopar residential accommodation, Rs.89/- per sq. meter of living area per month Bhandup residential accommodation and Rs.323/- per sq. meter of living area for all types of



accommodation at NS Road, BD Road, Peddar Road, Mumbai or at such higher rate as may be prescribed by the Government of India from time to time of the living area (including garden charges, service charges, fire charges, insurance charges etc.) as determined by the Government from time to time and action will be taken for its vacation under the public premises (Eviction of Unauthorised Occupants) Amendment Act, 1980.

It may be clarified whether the officer has his own motor car in use in Mumbai and if so, to furnish the Registration number of such car, if not, the vacant possession of the garage may be surrendered to CPWD immediately under intimation to the undersigned. No Demand Certificate from the Estate Manager's office.

Shri Aravindakshan.M. may be informed accordingly.

Yours faithfully,

Asstt. Estate Manager"

From the above, it is evident that the applicant was permitted to retain the allotted accommodation till 31.12.2000 i.e. 4 months from the date of his retirement and the cancellation was to have effect only after 31.12.2000 after allowing him 4 months permissible period. Further retention was subject to the terms and conditions contained in the cancellation order. Viewed against these facts, the impugned orders would have no effect on the applicant in relation to the occupancy or the licence fee/rent liability in respect of the allotted accommodation. Any additional liability could arise only in terms of the conditions specified in the cancellation order dated 20.10.2000. We further notice that the applicant has remitted the licence fee after his retirement directly to the credit of the Estate Manager, Government of India, Mumbai. We are, therefore, of the view that the impugned communications A-4, A-5, A-6, A-7, A-9 and A-10 are unsustainable in so far as they are prejudicial to the



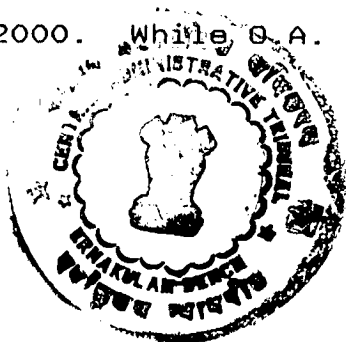
applicant and are hence liable to be set aside. We also hold that the applicant could legitimately occupy the quarters allotted as per A-1 letter till the date of his retirement with normal rent and thereafter subject to the provisions of FRs and SRs and in the light of OM dated 24.10.97 (A-2 herein) and the Estate Manager(Government of India)'s communication dated 20.10.2000 quoted above. The respondents cannot be permitted to recover the licence fee and the service charges from the applicant except in the manner as stipulated in A-1 and A-2 herein and A-8 in O.A.303/2001.

13. In the light of what is stated above, O.A.773/2000 is disposed of with the following orders/directions:

The impugned orders A-4, A-5, A-6, A-7, A-9 and A-10 are set aside in so far as they are prejudicial to the applicant. The proposed recovery of licence fee and service charges from the applicant as stipulated in A-5, A-7 and A-9 is annulled. As far as the applicant is concerned, he would be entitled to occupy the quarters referred to in A-1 till the date of his retirement with normal rent and thereafter subject to the payment of licence fee as envisaged in A-2 and in accordance with the relevant FRs and SRs and orders and other extant instructions on the matter.

O.A.303/2001

14. This O.A. was filed during the pendency of O.A.773/2000. While O.A. 773/2001 relates to the alleged



unauthorised occupation and retention of General Pool accommodation allotted to the applicant and his alleged liability for the recovery of additional licence fee payable in cases of continued unauthorised occupation, the present O.A. deals with withholding of Rs.1 lakh out of his DCRG as per the proceedings of Senior Finance and Accounts Officer, CMFRI, ICAR, Cochin dated 25.11.2000 (A-1) and recovery of Rs.84,294/towards the licence fee at market rate from the retirement gratuity as per letter dated 19.2.2001 (A-9) of the Senior Administrative Officer, ICAR. The applicant retired as Scientist (Senior Scale) from the CMFRI on 31.8.2000. As per A-1, the applicant was sanctioned superannuation pension of Rs.6445/- with effect from 1.9.2000 and his DCRG amount was determined at Rs.3,00,696/-. However, an amount of one lakh rupees was ordered to be withheld from his DCRG and the net amount of R.2,00,696/- alone was ordered to be granted. Apparently, no reason for withholding of an amount of Rs.1 lakh is adduced in the impugned A-1 communication. There was no notice of any such withholding, according to the applicant. No disciplinary proceedings were initiated against him, nor was any liability quantified after notice to the applicant either before or after the retirement. Briefly stated, the factual circumstances under which the withholding of Rs.1 lakh and the recovery of Rs.84,294/- on account of licence fee or market rate are ordered as per the impugned orders arise out the allegedly unauthorised retention of the General Pool accommodation allotted to the applicant as per allotment letter dated 30.6.76. The allegedly illegal retention of the General Pool accommodation and the consequent liability on the



part of the applicant to pay special licence fee or market rent are the subject matter of the O.A.773/2000 discussed and decided upon supra. It is, therefore, not considered necessary to go into the entire facts since the reliefs have already been discussed and since at the outset we have observed that the outcome in O.A.773/2000 would determine the outcome of the present O.A. Learned counsel for the applicant has repeated the pleadings and contentions in the O.A. and has questioned the legality of the impugned orders. Learned counsel for the respondents, on his part, has also emphatically reiterated the pleadings in this O.A. as well as the relevant contentions raised in O.A.773/2000, and has submitted that the action contemplated against the applicant was in order and that therefore, the O.A. was liable to be dismissed.

15. After going through the records and having regard to the clear findings in respect of O.A.773/2000 spelt out in the paragraphs above, we hold that as far as the applicant is concerned, the allotment of the residential accommodation as per allotment letter No.I/T-III(157)/76 dated 30.6.76 (A-1 in O.A.773/2000) was in force until such allotment was cancelled by the competent authority by proceedings dated 20.10.2000(A-8 herein). As we have already held, the applicant has no liability except in terms of SR.317-B(11) read with other relevant rules, orders and instructions, particularly the communication dated 24.10.97 (A-2(2) in O.A.773/2000) and we are of the considered opinion that the applicant's prayers in this O.A. have to be allowed. Since



no ground is raised with regard to the alleged overpayment of Rs.8583/-, we hold that the action on the part of the respondents in that regard calls for no interference. Accordingly, in view of our findings in O.A.773/2000, we proceed to dispose of this O.A. in the following manner:

The impugned orders A-1 and A-9 are set aside in so far as those are prejudicial to the applicant or purported to cause any reduction in his legal entitlements to retirement gratuity and other claims. The respondents are directed to pay the full gratuity amount of Rs.3,00,696/- to the applicant with interest at 6% on the unpaid amount with effect from 1.12.2000 till the date of actual payment. The respondents are directed to carry out the above orders/directions within three months of receipt of copy of this order.

16. The Original Applications are disposed of as above.

There is no order as to costs.

Dated, the 5th of April, 2002.

Sd/-
(T.N.T. NAYAR)
ADMINISTRATIVE MEMBER

Sd/-
(A.V. HARIDASAN)
VICE CHAIRMAN



trs

A P P E N D I X

O.A.773/2000

Applicant's Annexures:

1. A-1: True copy of the Allotment Order No.I/T-III (157)/76 dated 30.6.76 issued by the 3rd respondent.
2. A-2: True copy of the proceeding F.No.21/13/97-CDN dated 12.6.98 issued by the 1st respondent.
3. A-2A: True copy of O.M.No.12035/98/96-Pol.II dated 2.2.98.
4. A-3: True copy of the Office Memorandum P.No.21 (29)/98-CDH. dated 20.10.1999 by the 1st respondent.
5. A-4: True copy of the proceeding No.7-9/2000 dated 13.4.2000 issued by the 3rd respondent.
6. A-5: True copy of the letter F.No.29-3/86-CDN dated 4.5.2000 issued by the 2nd respondent.
7. A-6: True copy of the letter F.No.3 (10)/95.IA (VI) dated 18.4.2000 issued by the 1st respondent.
8. A-7: True copy of the Memorandum No.7-9/2000 issued by the 3rd respondent dated 6.5.2000.
9. A-8: True copy of the explanation dated 16.5.2000 submitted by the applicant.
10. A-9: True copy of the Memorandum No.7-9/2000 dated 17.6.2000 issued by the 3rd respondent.
11. A-10: True copy of order F.No.29.3/86-CDN. Vol.II dated 29.3.2000 issued by the 2nd respondent.
12. A-11: True copy of Notice No.7-9/99 dated 1.10.99 issued by the 3rd respondent.
13. A-12: True copy of Explanation dated 8.10.1999 filed by the applicant before the 3rd respondent.

Respondents' Annexures:

1. R-1: Copy of letter No.O.M.No.D 11018/212/85-Regions dated 4.9.86.
2. R-2: Copy of Council's letter No.3-10/95-IA VI dated 7.10.96.
3. R-3: Copy of Council's letter No.3-10/95-IA (VI) dated 2.3.98.
4. R-3A: Photo copy of the Office Memorandum No.12035(7)/70 Pol.II dated 3.1.1976 of the Govt. of India.
5. R-3B: Photo copy of the Office Memorandum No.12028(6)/83-Pol.II dated 20.10.1984 of the Govt. of India.
6. R-3C: Photo copy of the Notice No.7-9/99 dated 1-10-99 of the Indian Council of Agricultural Research.



O.A.303/2001

Applicant's Annexures:

1. A-1: True copy of proceeding F.No.AA/Pension/231/2000 issued by 2nd respondent dt.25.11.2000.
2. A-2: True copy of lawyer notice dated 7.12.2000 send by the applicant.
3. A-3: True copy of office memorandum No.12035/(7)/70.Pol.II dated 3.1.76 issued by 3rd respondent.
4. A-4: True copy of Office Memorandum NO.12028 (6)/83-Pol.II dated 20.10.84 issued by 3rd respondent.
5. A-5: True copy of notice No.7-9/99 dated 1.10.99 issued by the 2nd respondent.
6. A-6: True copy of Office Memorandum F.No.21 (29)/98-CBH dated 20.10.99 issued by 1st respondent.
7. A-7: True copy of notice No.7-9/2000 dated 17.6.2000 issued by 2nd respondent.
8. A-8: True copy of proceeding No.11/127-III/76-EMM dated 20.10.2000 issued by 3rd respondent.
9. A-9: True copy of proceeding No.22-17/99-Estt. dated 19.2.2001 issued by 1st respondent.

Respondents' Annexures:

1. R-1: Copy of letter dated 17.1.2000 issued by Shri P.Jacob Varghese.
2. R-2: Copy of letter No.D11001/212/85-Regions dated 4.9.96 issued by Directorate of Estate.
3. R-3: Copy of letter No.3-10/95-IA-VI dated 7.10.96 issued by ICAR.
4. R-4: Copy of letter No.3-10/95-IA-VI dated 2.3.98 issued by ICAR.
5. R-5: Copy of Extract of Rule 71 & 72 of CCS (Pension) Rules, 1972.

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12.4.02

CERTIFIED TRUE COPY

Date 15-4-2002


Deputy Registrar

