

CENTRAL ADMINISTRATIVE TRIBUNAL

PATNA BENCH, P A T N A

O.A. No.608 of 1996.

DATE OF DECISION:11.03.99

Dr. Asit Baran Pal, son of Late Prasanna Kumar Pal,
Ex-Head, Central Horticultural Experiment Station,
Ranchi, District Ranchi. ... APPLICANT.

Vrs.

1. Union of India through the secretary, Government of
India, Ministry of Agriculture & Scientific Research,
New Delhi.
2. Indian Council of Agricultural research, New Delhi.
3. Director, Indian Institute of Horticultural Research
(ICAR), Hessarghatta Lake post Bangalore.
4. Sr. Finance and Accounts Officer, IIHR, Bangalore.
5. Sr. Administrative Officer, IIHR, Hessarghatta,
Bangalore. RESPONDENTS.

Counsel for the applicant. :- Smt. M.M.Pal.

Counsel for the respondents. :- Shri V.M.K.Sinha,
Sr.Standing Counsel.

C O R A M

HON'BLE MR. JUSTICE S. NARAYAN, VICE-CHAIRMAN.

ORDER DICTATED IN OPEN COURT.

S.Narayan, V.C.:

This O.A. relates to a claim of interest over the credit balance of GPF for the period from the date of retirement to the date of actual payment thereof. Therefore, for sake of convenience, it would be better to give an extract of the relevant rules as hereinafter noted. Rule 11(4) of the General Provident Fund (CS) Rules reads as follows:

"Rule 11(4) : In addition to any amount to be paid under Rule 31, 32 or 33, interest thereon up to the end of the month pre-
ceding that in which the payment is made, or up to the end of the sixth month after the month in which such amount, became payable whichever of these periods be less, shall be payable to the person to whom such amount is to be paid."

Further, Rule 34(1) of the said Rules speaks as follows :-

"Rule 34(1) : When the amount standing to the credit of a subscriber in the Fund becomes payable, it shall be the duty of the Accounts Officer to make payment as provided in sub-rule (3)."

2. At this juncture, some relevant facts be narrated in brief. The applicant being the Principal Scientist, Central Horticulture Experiment Station, Ranchi, retired from his service w.e.f. 30.11.1995. A few days prior to his retirement, he did file a

petition for release of the credit balance of the amount in his GPF. As late as on 30th July, 1996, the applicant was informed by a letter no. F/44/Fin/ 96-97, dated 30.07.1996 by the Senior Finance & Accounts Officer of his department that the Senior Administrative Officer of the department has been authorised for final payment of the GPF amount to the tune of Rs.4,35,244/- including the interest upto 30.11.1995. There was a direction in this letter to prepare necessary bill for arranging payment to the applicant. Thereupon, the applicant was actually handed-over with a Demand Draft of the said amount on 24.08.1996. There was thus a gap of little over seven months in the payment. The applicant claims relief for payment of the interest over the aforesaid amount of GPF for this period. In order to better appreciate the aforesaid fact in context of the Rules quoted above, it was worthy of notice that the application for refund made by the applicant was once found to be defective, inasmuch as, it was not on the proper format. There was probably a change in the nature of the format to be used; and that may be a ground for not furnishing

the applications on proper format. Be that as it may, this defect was detected at a very earlier stage and, therefore, it matters little.

3. Learned counsel appearing for the applicant has rightly drawn my attention to a D.O. letter dated 22.02.1996 addressed by the Director of the department to the applicant, wherein an information was furnished that the settlement of GPF was under process and it would be settled shortly. This letter considered alongwith some facts, noted above, would certainly indicate that the reason for the delay was not on account of any particular lapse or wilful negligence on the part of the applicant rather, it was because of the exercise being made in the department. In a situation like this, it would be very hard to deprive the applicant from his rightful claim of interest to which he was entitled to under Rule 11 Clause 4 of GPF (CS) Rules. Before arriving at a conclusion it would be apt to point out that in the normal course of event when any amount becomes payable to a rightful claimant, the anxiety should ^{remain with} ~~be~~ the person who has to make

payment or who is liable to make payment. The spirit of law in the matter of refund of GPF can be very well gathered from the provision under Rule 34(1) of the GPF (CS) Rules which clearly indicates that when the amount standing to a credit of the subscriber ~~in the event~~ becomes payable, it shall be the duty of the Accounts Officer to make payment as provided in sub-rule 3. On looking to the relevant papers made available in this record, one would be surely convinced that the payment has been delayed on account of delay on one table or the other during the process of examining the papers for which a legal claimant can not be allowed to suffer the amount of interest, which he could have earned in the event of timely refund of the credit balance of GPF. For the reasons aforesaid, this O.A. is allowed and the respondents are directed to make payment towards claim of interest @ 12% per annum for the period from the date of retirement to the actual refund of the credit balance of GPF. An early payment of the claim would be appreciated.

6.

O.A. No.608/96

Settlement of the claim should not exceed four months
from the date of communication of this order.

SKJ.



(S.NARAYAN)
VICE-CHAIRMAN