

F. No. 11

CENTRAL ADMINISTRATIVE TRIBUNAL
PATNA BENCH, PATNA
O.A. No. 212 of 2006

Patna, dated the 5th April, 2006

CORAM: The Hon'ble Mr. Justice P.K. Sinha, V.C.

1. T.K. Goswami
2. Durga Singh
3. Ajay Kumar
4. Gobardhan Narayan
5. Om Prakash Keshari
6. Rajdeo Prasad
7. Jai Prakash
8. Anil Kumar
9. Awadh Prasad Singh
10. Pradeep Kumar Nandi
11. Sheo Nandan Singh
12. Ramesh Kumar Sinha
13. B.C. Goswami
14. Dukhi Yadav
15. Sushil Kumar Singhal

Applicants

By Advocate: Shri A.N.Jha

versus

1. Union of India, through the General Manager, E.C. Railway,



Hajipur.

2. The Divisional Railway Manager, E.C. Railway, Danapur Division, Danapur.
3. The Senior Divisional Railway Manager [Personnel], E.C. Railway, Danapur Division, Danapur.
4. The Senior Railway Manager [Commercial], E.C. Railway, Danapur Division, Danapur.

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Respondents

By Advocate: Shri A.A. Khan

ORDER

Justice P.K.Sinha, Vice-Chairman:

Separate application filed by the applicants to be allowed to prosecute this case jointly, in the circumstances of the case, is allowed.

2. Heard the learned Counsel for the applicants and the learned Standing Counsel for the respondents on admission. In the circumstances of the case, particularly keeping in view the order of this Tribunal in O.A. 2 of 2001 dated 18.4.2001 [Annexure-A/3], this application is being disposed of at the stage of admission itself.

3. The applicants while holding the posts of Coach Attendants, either substantively or officiating, had faced an order of the respondents for recovery of amount from their salary to

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compensate loss of shortage of bed rolls, blankets, etc., and such recovery then commenced.

4. In that order, this Tribunal held that the recovery proposed from the applicants was by way of commercial debits, not by way of punishment, hence no regular inquiry or departmental proceeding was required to be held. At the same time, this Tribunal also noticed that the Railway Administration were making recoveries on the basis of the original price on the articles which were lost. Since those articles were supposed to be in constant use, their value would have depreciated. This Tribunal directed the respondents to consider the recovery in that light, also observing that the respondents should recover only the depreciated value of the articles. There having been no review of the order, nor having been challenged before the appropriate forum, the order aforesaid became final and binding upon the parties.

5. The applicants thereafter filed CCPA 146 of 2002 against the non-compliance of the order. The learned counsels admitted that in view of order of the respondents at Annexure-5, the contempt proceeding was dropped giving liberty to the applicants to challenge the order which was annexed as Annexure-R-[the same as Annexure-A/5 of this application]. This CCPA was disposed of by order dated 1.12.2005.

6. The learned counsel for the applicants has submitted that the respondents had held that the value of all those articles would

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have depreciated by a flat rate of 25% and giving 25% rebate, they have calculated the price of the articles, including bed sheets, blankets, pillow covers, towels and pillows, as the depreciated cost of the lost articles to be recovered from the applicants. Since the main issue has already been decided in the previous OA, and in the circumstances in which the depreciation value has been fixed, as will be seen, the only question that remains to be considered is the appropriateness of the depreciation value, hence disposal of application at this stage.

7. Shri A.N.Jha, learned counsel for the applicants, has brought to my notice Annexure-A/3, which was an order dated 30.1.2002 issued by the then Eastern Railways giving out the life span of different articles, such as bed sheets, pillow sleeves, all towels, pillows and blankets. That order also provided for recoveries for loss of linens from Coach Attendants and others at the rates fixed in that order. For example, if the upper limit of codal life [such as 18-24 months for bed sheets and 9-12 months for pillow sleeves and towels] had already crossed, realisation could be 20 per cent of the cost. This way, if 25% of upper codal life of those articles had been crossed, the realisation would be 75% of the cost. However, if the crossing of the upper codal life was less than 25%, the realisation was to be 100% of the cost. 50% cost could be realised if 50% of the life span of a linen was crossed.



8. Therefore, if it could be ascertained as to when a particular lost linen or blanket was purchased and when lost, the depreciation cost could be easily ascertained as per Annexure-A/3. Learned Standing Counsel, in this regard submitted that since related facts could not be ascertained, as per the speaking order at Annexure-A/5 the respondents have fixed a reasonable depreciation value, which may be accepted.

9. But it may also be considered that order at Annexure-A/5 was recorded on 26.12.2001 whereas the direction at Annexure-A/3 was issued on 30.1.2002. But this gives out a fair idea to be applied in prior cases also as the same life span of the linens would apply to those purchased on a prior date. Therefore, though an order is not to be made applicable retrospectively, yet that could give an idea as to how depreciation value could be assessed.

10. The linens and the blankets used in a coach obviously are used constantly, whether it is winter or summer because those are supplied particularly to the air-conditioned coaches. Now, the order at Annexure-A/5, which was made on account of the decision of this Tribunal in the earlier OA states that it was not possible to fix the depreciated value of the lost materials and it could not also be ascertained as to whether the lost linens supplied to the Coach Attendants were new or old. This way, the respondents have

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admitted that it could not be verified as to when the huge number of linens, including blankets which were used during the year 1996-97, were purchased and since when were being used in the railway coaches. Naturally, it would be very difficult after passing of all these years to find out as to when each of the lost linens was purchased and put to use. Some might be almost new whereas some might have been in use since years, even crossing the codal life as per Annexure-3. Therefore, what has to be done is to fix a reasonable depreciation value.

11. Keeping in view that the linens and the blankets used in the railway coaches, once put to use, are used on a regular basis, in my opinion, the depreciation value should have been fixed at more than 25%, on an average.

12. In my opinion, the depreciation value should have been placed at 50% to the original price of the lost articles.

13. In that view of the matter, the depreciation value, as assessed under Annexure-A/5 dated 26.12.2001 is hereby modified to the extent that the depreciation value of the articles mentioned therein would be taken to be 50% of their purchase rate. The rates are also given in that order. Assessing the cost of linens,etc, accordingly, the respondents will recover the cost of lost articles from the applicants. If some amount has already been realised, that would be adjusted against the total amount so calculated, as per this



order. If excess amount has been realised from any of the applicants, that would be returned within three months, without any interest.

14. This application, accordingly, is disposed of. No costs.



[P.K.Sinha]
Vice-Chairman

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