

CENTRAL ADMINISTRATIVE TRIBUNAL
LUCKNOW BENCH, LUCKNOW

INDEX SHEET

T.A. NO 1058/82

W.L. NO 2813/82

CAUSE TITLE..... OF

NAME OF THE PARTIES..... *Shri Harbans Lal*.....Applicant

Versus

U.S. F. 201.....Respondent

Part A.

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3	affidavit	A4 to A25
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CERTIFICATE

Certified that no further action is required to be taken and that the case is fit
for consignment to the record room (decided)

This file is deemed fit to record & record without (Busta)

Dated 03/10/11.

Counter Signed.....

Regd. No. 11/12/2011

Section Officer/In charge

[Signature]
Signature of the
Dealing Assistant

ANNEXURE - A

CAT

CENTRAL ADMINISTRATIVE TRIBUNAL
Circuit Bench, Lucknow
Opp. Residency, Gandhi Bhawan, Lucknow

INDEX SHEET

CAUSE TITLE TA 1058/57 of 1957 (1)

NAME OF THE PARTIES _____

Shri Harbans Lal _____ Applicant

Versus

Union of India _____ Respondent

Part A, B & C

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CIVIL SIDE
CRIMINAL

GENERAL INDEX

(Chapter XLI, Rules 2, 9 and 15)

Nature and number of case W.P. 28.13-82.

Name of parties Harbans Lal. & Union of India

Date of institution 14.6.82. Date of decision.....

File no.	Serial no. of paper	Description of paper	Number of sheets	Court-fee		Date of admission of paper to record	Condition of document	Remarks including date of destruction of paper, if any
				Number of stamps	Value			
1	2	3	4	5	6	7	8	9
1.	W.P. with Annex 22 and affidat		—	—	102.00			
2.	Power	1—	—	—	5.00			
3	Const. 58(1)(w) 8.82 p. 84/	2—	—	—	5.00			
4.	Power	1—	—	—	5.00			
5	Const. 61(1)(w) Offer and Const 612-1082 int. C.A.	23	—	—	12.00			
6.	Arch. Sheet	1—	—	—	—			
7.	Batch copy	1—	—	—	—			

I have this

day of

198

examined

the record and compared the entries on this sheet with the papers on the record. I have made all necessary corrections and certify that the paper correspond with the general index, that they bear Court-fee stamps of the aggregate value of Rs. that all orders have been carried out, and that the record is complete and in order up to the date of the certificate.

Date.....

Munsarim

Clerk

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
CIRCUIT BENCH, LUCKNOW

ORDER SHEET

REGISTRATION NO. 1050 of 1987 (1)

APPELLANT
APPLICANT

VERSUS

DEFENDANT
RESPONDENT

Serial number of order and date	Brief Order, Mentioning Reference if necessary	How complied with and date of compliance
22/12/89.	<p><u>Hon' Justice K. Nath, VC</u></p> <p>No one is present for the applicant. Shri Arjun Bhargava makes appearance on behalf of opposite parties. Notice of notice to the applicant by name as well as to his counsel and list for admission on 27/2/90 when the case is likely to be disposed of finally.</p> <p><u>Q.</u> <u>VC.</u></p>	<p><u>82</u> This case has been recd. from CAT on 14/12/89. Case is not admitted but stay is granted. Counter has been filed on behalf of O/S. No Response file. Date was fixed from CAT, 8/1/90. Submitted to order.</p> <p><u>L</u> 24/12/89</p> <p><u>OR</u> Notice of hearing issued to the applicant as well as counsel. No unusual reqd. case has been return back. S. & admission.</p> <p><u>L</u> 26/12/89</p>

Group 14 (K)

IN THE HON'BLE HIGH COURT OF JUDICATURE AT ALLAHABAD
SITTING AT LUCKNOW

Writ Petition No. 2813 of 1982

Harbans Lal

..... Petitioner

Versus

Union of India and others Opp. Parties.

I N D E X

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7.	Stay application.	23-24

P. P. Srivastava
(P. P. SRIVASTAVA)
ADVOCATE
COUNSEL FOR THE PETITIONER

LUCKNOW DATED JUNE 11, 1982

14

Harbans Lal.

INDIA COURT FEE

60Rs.



In the Hon'ble High Court of Judicature at
Allahabad Lucknow Bench Lucknow

W. O. No 2013 of 1982

Harbansh Lal

→ Petitioner

Citizen of India on

0/1

opp. P. on.

Pandu Advocate
Counsel for the Petitioners

IN THE HON'BLE HIGH COURT OF JUDICATURE AT ALLAHABAD
SITTING AT LUCKNOW.

Writ Petition No.

of 1982

2013

Harbans Lal aged about 50 years son of Lala Khushi
Ram Sahi Resident of Railway Quarter No. LD/131-B
Rodwel Road, Alambagh, Lucknow. --- Petitioner

Versus

1. Union of India through the General Manager,
Northern Railway, Baroad House, New Delhi.
2. Divisional Rail Manager, Northern Railway,
Hazratganj, Lucknow.
3. Senior Divisional Mechanical Engineer,
Northern Railway, Hazratganj, Lucknow.

.... Opposite Parties.

WRIT PETITION UNDER ARTICLE 226 OF THE
CONSTITUTION OF INDIA.

.....
The petitioner above named most respectfully
showeth as under:-



Harbans Lal

(3)

MDR
One Impressed Re 60.00 p
Seven Adhesives Re 42.00 p
Total Re 102.00 p

Correct but final Court-fee stamp
will be made on receipt of lower
Court record.

In time up to

Papers filed. Copy of P. S.
should also be filed

Supp. Bench

Impugned order (Re. 2)

dt. —

The paper annexed as
Re. 2 does not bear the
date of order.

From the prayer also
it is not clear which
annexure is dt 1-6-82 and
which is dated
26-5-82.

Deficiencies
16/6/82

Recd
11/6/82

Corrections made. Date
of impugned order mentioned
now is 1-6-82.

Honble M. S. J.

Recd
11/6/82
sd.

Issue notice to opposite
parties to show cause why
this writ petition be not
admitted.

W
14-6-82

Hon. Justice K. Nath, V.C.
Hon. K. J. Raman, A.M.

The list has been
revised. No one is present
on behalf of the petitioner.
The notices, which were
issued to the applicant by
2nd same as well as to
his counsel by Registered
Post on 18.1.90, are presumed
served.

The petition is
accordingly dismissed for
default of the petitioner.

W.R.
A.M.

DR
V.C.

27.2.90
M.

3 Regd. Com. filed
16.6.82

MHS

1. That on 27.6.1949 the petitioner entered in service of the Railways as Fire-man grade 'A' and at present he is holding the post of Loco Inspector. X
✓
2. That in the month of August 1954 the petitioner was allotted the Railway Quarter No. LD/131-B, Rodwell Road, Alambagh, Lucknow and since then he has been occupying the aforesaid Quarter and paying the normal rent regularly as admissible under the Rules.
3. That in the Railways an allotment register is maintained which contains the names of all the bonafide allottees of the Railway quarters. The name of the petitioner is also entered in the aforesaid allotment register as maintained in the office of Loco-Foreman, Lucknow and the Railway Quarter No. LD/131-B has been shown to have been allotted to the petitioner since August 1954. A relevant extract of the aforesaid Register is annexed herewith as ANNEXURE 1 to this petition, for the perusal of this Hon'ble Court.


15-6-82
4. That the normal rent of the aforesaid quarter at present is Rs 55-50 per month which is regularly deducted by the Railway authorities.

Harlans Lub

• 3 •

5. That the petitioner has all along been paying the normal rent of Rs 55-50 since August 1954. More than 25 years have passed that the petitioner has been paying this normal rent but he has neither been informed of the unauthorised occupation of the said railway quarter nor in fact he has occupied the aforesaid quarter in an unauthorised manner.

6. That recently by an order No.P/QR/UN-auth/Loco/LKO dated 1.6.1982 the opposite party no.3 acting on behalf of OP No. 2, addressed to the Office Superintendent (Pay Bill) N.R. Lucknow directed the latter to recover outsider rent amounting to Rs 129 67-10 from the petitioner for the period from 13-12-75 to 16-~~8~~ -78. A true copy of the aforesaid order is annexed as Annexure no.2 to this petition.

7. That from a perusal of the aforesaid order Annexure 2 it is clear that the authorities first of all by Letter No.P/QR/Un-Auth./Loco/Lucknow dated 6.5.82 directed the Office Superintendent (Pay Bill) N.R. Lucknow to recover outsider rent amounting to Rs 6073-20 from the petitioner for the period 13-12-75 to 16.8.77.

8. That the aforesaid order dated 6.5.82 was never made available to the petitioner nor he was apprised of this fact as to how the amount as shown in the aforesaid letter has been sought to be



Harleens Lal

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recovered from the pay bill of the petitioner as out-sider rent.

9. That before passing the order of the aforesaid recovery of out-sider rent no notice to show cause was given to the petitioner nor any explanation has been called from the petitioner before passing the orders dated 1-6-82 or 6-5-82. Both the orders contained in Annexure 2 have been passed behind the back of the petitioner.

10. That the penal rent has been defined as double the assessed rent or 10% of the emoluments which ever is higher whereas the outsider rent is the market value of the rent.

11. That the evication of the unauthorised occupants even in the Railways is governed by the provisions of Public Premises(Eviction of Unauthorised Occupants) Act No. 32 of 1958 as amended by the Public Premises Act of 1971.

12. That according to Section 7 of the aforesaid Act, if any person is or has at any time been in unauthorised occupation of the public premises such officer may having regard to such principle of assessment and damages as may be prescribed, assess the damages on account of the use and occupation of such premises and may by order, require that



Harshavardhan

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person to pay the damages as within such time and in such instalments as may be specified in the order. Any order shall be made as provided by ~~such~~ sub section (2) against any person after issued of notice in writing to the person calling upon to show cause within such time as may be specified in the notice why such order should not be made and until his objection if any, has been considered.

13. That from the perusal of the above provisions it is evident that only the Estate Officer has the power for the eviction of unauthorised person under the aforesaid Act.

14. That no notice was given by ~~or~~ under the signatures of the Estate Officer to the petitioner calling upon him to show cause as to why the penal rent or out sider rent be not recovered from the petitioner.

15. That the allotment order of the petitioner of the aforesaid quarter has not so far been cancelled and it still holds good till today. This contention of the petitioner that he is in occupation of the said quarter right from August 1954 till today finds support from the Pay Sheets and relevant extracts of the same are contained in ANNEXURE 3 to this writ petition.

Harbans Lal



16. That from a perusal of the Pay sheets it is clear that normal rent has always been deducted from the pay of the petitioner right from August 1954 till today.

17. That it is also relevant to submit here that the petitioner has paid the normal rent for the period with effect from 13-12-75 to 16-10-78 as is evident from Annexure 3 itself.

18. That the Railway authorities have been charging normal rent of the said quarter from the petitioner and having regard to this fact it becomes clear that the relations between the petitioner and the OPs came into existence as tenant and land-lord. As such the OPs are not justified in recovering the outsider rent for the period they have already realised normal rent from the petitioner in respect of the said quarter.

19. That no order has been issued by the Estate Officer empowering the opposite parties for deducting the outsider rent from the salary of the petitioner for any period whatsoever.

20. That the petitioner since after the allotment of the said quarter has also not been paid the House Rent Allowance . This fact supports the contention of the petitioner that he is a bonafide allottee of the quarter in dispute.

Harlans Lal



21. That house rent allowance is given to all the railway employees except to those who are bonafide allottees of the Railway quarters.

22. That there is no provision under the Railway Rules for the recovery of the outsider rent from the railway employees.

23. That once an allotment is made to a Railway employee of a Railway quarter and normal rent is deducted he cannot be said to be an unauthorised occupant of the railway quarter unless the allotment order is cancelled or withdrawn.

24. That the petitioner is at present under going training at Tuglaqabad. He came to know about the aforesaid order Annexure 2 when he went to receive the salary for the month of May 1982 payable in June 1982.

25. That even in the month of May 1982 the normal rent has been deducted as is evident from the pay sheet as contained in Annexure 2 3 which leads to the conclusion that the impugned order of recovery has not been implemented by the Railway authorities.

26. That no reasons what soever have been assigned in the impugned order by which the petitioner or any reasonable man would come to the conclusion

Harkamal



as to how the outsider rent has been proposed to be recovered from the salary of the petitioner for the period from 13-12-75 to 16-10-78.

27. That from a perusal of the order dated 1-6-82 Annexure 2 it is clear that as to in which manner the recovery of such a huge amount has to be made from the salary of the petitioner.

28. That in view of the facts and circumstances stated above the petitioner is a bonafide allottee of the said Railway quarter, the authorities have been deducting the normal rent from the petitioner's salary since August 1954 till today and, therefore, the order directing the Office Superintendent (Pay Bill) N.R. Lucknow to recover an amount of Rs 129 67-10 Paise as arrears of outsider rent is wholly unjust, arbitrary and wrong in law.



29. That since the petitioner will attain the age of superannuation on 31.3.88 the action of the O.Ps to effect recovery as arrears of outsider rent amounting to Rs 12,967-10 is against the principles of natural justice.

30. That the impugned order dated 1.6.82 has not so far been implemented and as such the balance of convenience is also in favour of the petitioner.

Harjean Lal

31. That the OPs will not be put to any loss in case the implementation of the order contained in Annexure 2 is stayed pending disposal of the writ petition particularly in view of the fact that the petitioner has still to serve the department for more than 6 years and his retiring benefits e.g. gratuity, G.P.F. etc. are at the disposal of the OPs.

32. That the petitioner left with no other alternative, speedy and efficacious remedy approached this Hon'ble Court by way of filing this Writ Petition on the following amoungst other grounds:-

: G R O U N D S :

- i) Because the petitioner is a bonafide allottee of Railway quarter No.LD/131 B as is evident from Annexure no.1 to the writ petition.
- ii) Because the allotment order has neither been cancelled nor withdrawn by the OPs.
- iii) Because without cancelling the allotment order the action of the OPs to recover out-sider rent is without jurisdiction.
- iv) Because when normal rent has been recovered for a particular period out-sider rent cannot be recovered for the very period.

Harkans Lal

v) Because the OPs have no jurisdiction to recover the outsider rent from the pay of the petitioner.

vi) Because the OPs have failed to take any action against the petitioner as provided for eviction of unauthorised occupation under the provisions of Public Premises (Eviction of Unauthorised Occupants) Act No.32 of 1958 as amended by the Public Premises Act of 1971.

vii) Because the direction or instructions issued by the OPs, if any, with regard to the recovery of outsider rent from the petitioner have no force of law as such the order as contained in Annexure 2 directing the Office Superintendent, Pay Bill, N.R. Lucknow to recover outsider rent from the petitioner's salary amounting to Rs 129 67-10 for the period 13-12-75 to 16-10-78 suffers from inherent lack of jurisdiction.

viii) Because no show cause notice was ever given to the petitioner calling upon him to show cause as to why outsider rent be not recovered from the petitioner and as such the order of recovery contained in Annexure 2 is against the principles of natural justice.

Harkans Lal

ix) Because the action of the authorities not to pay the petitioner the House Rent Allowance and simultaneously deducting outsider rent from his pay amounts to double punishment particularly in view of the fact that the allotment of the aforesaid railway quarter exists in favour of the petitioner.

WHEREFORE, it is most respectfully prayed that this Hon'ble Court be graciously pleased to :-

(A) issue a Writ, Order or Direction in the nature of Certiorari quashing the orders dated 1-6-82 and 6-5-82 as contained in Annexure no. 2 to the writ petition after summoning the same in original from the opposite parties.

(B) issue a Writ, Order of Direction in the nature of mandamus commanding the OPs to treat the petitioner as a bonafide allottee of Quarter No.LF/131-B.

(C) issue a Writ, Order of Direction in the nature of Mandamus commanding the opposite parties not to deduct the outsider rent amounting to Rs 12,967-10 for the period from 13.12.75 to 16-10-78 and the OPs be restrained from acting in furtherance of the order as contained in Annexure 2 dated 1.6.82.

Harbans Lal

(D) issue any other Writ or Order as deemed just and proper in the circumstances of the case.

(E) the costs of this writ petition be awarded to the petitioner from the opposite parties.

P.P. Srivastava
(P.P. Srivastava)
Advocate,
Counsel for the Petitioner

Luxknow dated June 1, 1982

Note : Since the matter is urgent the condition of 14 days notice to the Standing Counsel be waived.

Harbans Lal

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15

IN THE HON'BLE HIGH COURT OF JUDICATURE AT ALLAHABAD
SITTING AT LUCKNOW.

Writ Petition No.

of 1982

Harbans Lal ... Petitioner.

Versus

Union of India and others ... Opp. Parties.

ANNEXURE No.1

Rly. Quarters occupation Register of LF/LKO

Quarter No.	Rent	Name	Desig	Date of nat-	Date of Apptt.	Date of allot-	Date of Vacation	Remarks.
LD 128B		LD Hickie Driver				As per list		Changed with Qr. No. LD28
LD 128B		Mustafa	do			20.5.63	12.7.65 AN	Retired
Do 67.58 69.64	Chint Ram	ALF				13.7.65	6.11.65	allotted on 14.6.65
	Raghunath	FC G.R.A.335-425 pay				31.12.65	10.5.66	allotted on 31.12.65.
LD 128B		Sakhawat Ali	Driver Fr.A. 210.380 (Rent 69.64 from 1.10.70)			11.5.66	-	allotted on 5.5.66
B 1		Nasir Ali	Driver			8/76		
B 2		B.R. Pandey	Dr.B.			31.8.76		
				71.54 from 1.4.73				
LD 131B	67.58 70.44 72.57	Harbans Lal	Driver	150-240	August Pay	1954.		
LD 135 A	67-58	K.B. Lal	Driver			15.8.59		
		Rent 67-58 69-24						
		Prem Chand	F/C G.A Rent 71-16 from 1.4.73.			19.2.73		

....

True extract.

Harbans Lal



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X/10

IN THE HON'BLE HIGH COURT OF JUDICATURE AT ALLAHABAD
SITTING AT LUCKNOW.

Writ Petition No.

of 1982

Harbans Lal

.... Petitioner

Versus

Union of India and others ... Opp. Parties.

ANNEXURE NO. 2

No.P/Qr/Un-auth./Loco/LKO Divisional Office,
dated 1st June, 1982 Lucknow

Office Supdt.(Pay Bill)
N.Rly.Lucknow.

Sub: Unauthorisedly detention of Rly
Qrt. LD/131-B at Lucknow.

....

In continuation that office letter No.P/Qr/Un-
auth/Loco; Lucknow dated 6.5.82, please arrange to
recover outside rent, amounting to Rs 12,967-10 P
instead of Rs 6073.20 from Sh.Harbans Lal, HLI/PBH
period from 13.12.75 to 16-X.78 instead of
13-12-75 to 16.8.77 who was unauthorised retention
of Rly.Qrt. No. LD /131-B.


Sd.N.P.Singh,
for Divl.Rly. Manager
Lucknow.

T.C.

समक्ष :- माननीय न्यायमूर्ति, उच्च न्यायालय, इलाहाबाद
 लखनऊ पीठ लखनऊ।

रिट याकिंग स०-----सन् 1982

हरबंस लाल

बनाम

भारत सरकार व अन्य ।

		प्रातः वेळा	पूर्व	पश्चिम	पश्चिम	पश्चिम	पश्चिम	पश्चिम
APRIL	663- ०४	— ५५-५०	६१-५०	६-१ २०	१०२	१०२	१०२	१०२
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DEC	८९५- ०४	५-० ५५-५०	४५-० ६-१	२०-०	२-०	२-०	२-०	२-०
JAN	८९५- ७१२-०४	५-० ५५-५०	४५-० ६-१	२०-०	२-०	२-०	२-०	२-०
FEB		५-० ५५-५०	४५-० ६-१	२०-०	२-०	२-०	२-०	२-०
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GRAND Total			८६४-५६६-५	५५५-० ७२२-२५५-०	२५५-०	२५५-०	२५५-०	२५५-०
				१९७३	१९७४			
APRIL	८९५- ७०७-९००-४	५-० ५५-५०	४५-० ६-१	२०-०	२-०	२-०	२-०	२-०
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NOV	८९५- ७२६-८५	५-० ५५-५०	४५-० ६-१	२०-०	२-०	२-०	२-०	२-०
DEC	८९५- ८०२	५-० ५५-५०	४५-० ६-१	२०-०	२-०	२-०	२-०	२-०
JAN	८९५- ७३८-७१	५-० ५५-५०	४५-० ६-१	२०-०	२-०	२-०	२-०	२-०
FEB	८९५- ७१३-२३	५-० ५५-५०	४५-० ६-१	२०-०	२-०	२-०	२-०	२-०
MARCH	८९५- ७६५-६८	२१-० ५५-५०	५६-० ६-१	२०-०	२-०	२-०	२-०	२-०
	TOTAL	८६६-५६६-५	५५१-७२२-२५५-०	२५५-०	२५५-०	२५५-०	२५५-०	२५५-०

Harkamal Lal



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		Rank	PA	State	Location	PD	Time
19674							123-51
	725+07+33+60+49+95=068-55	x	5350	60-0	6-9	2-0	
	OH 742-04	x	53-50	64-0	6-01	-	123-57
	728+115+104+80+33+67+67=125-28	x	53-50	64-0	6-01	-	
	OH 742-77	x	53-50	60-0	6-01	2-0	123-51
UNG	725+108. 80+80+33+67+67=123-49	x	53-50	60-0	6-01	2-0	123-51
	OH 730-49	x	53-50	60-0	6-02	-	123-51
ULY	725+07+33+60+49+95=123-50	x	53-50	60-0	6-02	2-0	123-50
	100-07	x	53-50	60-0	6-02	-	
	725-62	x	53-50	60-0	6-02	-	
	725-50	x	53-50	60-0	6-02	-	
	725-49	x	53-50	60-0	6-02	-	
	725-48	x	53-50	60-0	6-02	-	
	725-47	x	53-50	60-0	6-02	-	
	725-46	x	53-50	60-0	6-02	-	
	725-45	x	53-50	60-0	6-02	-	
	725-44	x	53-50	60-0	6-02	-	
	725-43	x	53-50	60-0	6-02	-	
	725-42	x	53-50	60-0	6-02	-	
	725-41	x	53-50	60-0	6-02	-	
	725-40	x	53-50	60-0	6-02	-	
	725-39	x	53-50	60-0	6-02	-	
	725-38	x	53-50	60-0	6-02	-	
	725-37	x	53-50	60-0	6-02	-	
	725-36	x	53-50	60-0	6-02	-	
	725-35	x	53-50	60-0	6-02	-	
	725-34	x	53-50	60-0	6-02	-	
	725-33	x	53-50	60-0	6-02	-	
	725-32	x	53-50	60-0	6-02	-	
	725-31	x	53-50	60-0	6-02	-	
	725-30	x	53-50	60-0	6-02	-	
	725-29	x	53-50	60-0	6-02	-	
	725-28	x	53-50	60-0	6-02	-	
	725-27	x	53-50	60-0	6-02	-	
	725-26	x	53-50	60-0	6-02	-	
	725-25	x	53-50	60-0	6-02	-	
	725-24	x	53-50	60-0	6-02	-	
	725-23	x	53-50	60-0	6-02	-	
	725-22	x	53-50	60-0	6-02	-	
	725-21	x	53-50	60-0	6-02	-	
	725-20	x	53-50	60-0	6-02	-	
	725-19	x	53-50	60-0	6-02	-	
	725-18	x	53-50	60-0	6-02	-	
	725-17	x	53-50	60-0	6-02	-	
	725-16	x	53-50	60-0	6-02	-	
	725-15	x	53-50	60-0	6-02	-	
	725-14	x	53-50	60-0	6-02	-	
	725-13	x	53-50	60-0	6-02	-	
	725-12	x	53-50	60-0	6-02	-	
	725-11	x	53-50	60-0	6-02	-	
	725-10	x	53-50	60-0	6-02	-	
	725-09	x	53-50	60-0	6-02	-	
	725-08	x	53-50	60-0	6-02	-	
	725-07	x	53-50	60-0	6-02	-	
	725-06	x	53-50	60-0	6-02	-	
	725-05	x	53-50	60-0	6-02	-	
	725-04	x	53-50	60-0	6-02	-	
	725-03	x	53-50	60-0	6-02	-	
	725-02	x	53-50	60-0	6-02	-	
	725-01	x	53-50	60-0	6-02	-	
	725-00	x	53-50	60-0	6-02	-	
	725-01	x	53-50	60-0	6-02	-	
	725-02	x	53-50	60-0	6-02	-	
	725-03	x	53-50	60-0	6-02	-	
	725-04	x	53-50	60-0	6-02	-	
	725-05	x	53-50	60-0	6-02	-	
	725-06	x	53-50	60-0	6-02	-	
	725-07	x	53-50	60-0	6-02	-	
	725-08	x	53-50	60-0	6-02	-	
	725-09	x	53-50	60-0	6-02	-	
	725-10	x	53-50	60-0	6-02	-	
	725-11	x	53-50	60-0	6-02	-	
	725-12	x	53-50	60-0	6-02	-	
	725-13	x	53-50	60-0	6-02	-	
	725-14	x	53-50	60-0	6-02	-	
	725-15	x	53-50	60-0	6-02	-	
	725-16	x	53-50	60-0	6-02	-	
	725-17	x	53-50	60-0	6-02	-	
	725-18	x	53-50	60-0	6-02	-	
	725-19	x	53-50	60-0	6-02	-	
	725-20	x	53-50	60-0	6-02	-	
	725-21	x	53-50	60-0	6-02	-	
	725-22	x	53-50	60-0	6-02	-	
	725-23	x	53-50	60-0	6-02	-	
	725-24	x	53-50	60-0	6-02	-	
	725-25	x	53-50	60-0	6-02	-	
	725-26	x	53-50	60-0	6-02	-	
	725-27	x	53-50	60-0	6-02	-	
	725-28	x	53-50	60-0	6-02	-	
	725-29	x	53-50	60-0	6-02	-	
	725-30	x	53-50	60-0	6-02	-	
	725-31	x	53-50	60-0	6-02	-	
	725-32	x	53-50	60-0	6-02	-	
	725-33	x	53-50	60-0	6-02	-	
	725-34	x	53-50	60-0	6-02	-	
	725-35	x	53-50	60-0	6-02	-	
	725-36	x	53-50	60-0	6-02	-	
	725-37	x	53-50	60-0	6-02	-	
	725-38	x	53-50	60-0	6-02	-	
	725-39	x	53-50	60-0	6-02	-	
	725-40	x	53-50	60-0	6-02	-	
	725-41	x	53-50	60-0	6-02	-	
	725-42	x	53-50	60-0	6-02	-	
	725-43	x	53-50	60-0	6-02	-	
	725-44	x	53-50	60-0	6-02	-	
	725-45	x	53-50	60-0	6-02	-	
	725-46	x	53-50	60-0	6-02	-	
	725-47	x	53-50	60-0	6-02	-	
	725-48	x	53-50	60-0	6-02	-	
	725-49	x	53-50	60-0	6-02	-	
	725-50	x	53-50	60-0	6-02	-	
	725-51	x	53-50	60-0	6-02	-	
	725-52	x	53-50	60-0	6-02	-	
	725-53	x	53-50	60-0	6-02	-	
	725-54	x	53-50	60-0	6-02	-	
	725-55	x	53-50	60-0	6-02	-	
	725-56	x	53-50	60-0	6-02	-	
	725-57	x	53-50	60-0	6-02	-	
	725-58	x	53-50	60-0	6-02	-	
	725-59	x	53-50	60-0	6-02	-	
	725-60	x	53-50	60-0	6-02	-	
	725-61	x	53-50	60-0	6-02	-	
	725-62	x	53-50	60-0	6-02	-	
	725-63	x	53-50	60-0	6-02	-	
	725-64	x	53-50	60-0	6-02	-	
	725-65	x	53-50	60-0	6-02	-	
	725-66	x	53-50	60-0	6-02	-	
	725-67	x	53-50	60-0	6-02	-	
	725-68	x	53-50	60-0	6-02	-	
	725-69	x	53-50	60-0	6-02	-	
	725-70	x	53-50	60-0	6-02	-	
	725-71	x	53-50	60-0	6-02	-	
	725-72	x	53-50	60-0	6-02	-	
	725-73	x	53-50	60-0	6-02	-	
	725-74	x	53-50	60-0	6-02	-	
	725-75	x	53-50	60-0	6-02	-	
	725-76	x	53-50	60-0	6-02	-	
	725-77	x	53-50	60-0	6-02	-	
	725-78	x	53-50	60-0	6-02	-	
	725-79	x	53-50	60-0	6-02	-	
	725-80	x	53-50	60-0	6-02	-	
	725-81	x	53-50	60-0	6-02	-	
	725-82	x	53-50	60-0	6-02	-	
	725-83	x	53-50	60-0	6-02	-	
	725-84	x	53-50	60-0	6-02	-	
	725-85	x	53-50	60-0	6-02	-	
	725-86	x	53-50	60-0	6-02	-	
	725-87	x	53-50	60-0	6-02	-	
	725-88	x	53-50	60-0	6-02	-	
	725-89	x	53-50	60-0	6-02	-	
	725-90	x	53-50	60-0	6-02	-	
	725-91	x	53-50	60-0	6-02	-	
	725-92	x	53-50	60-0	6-02	-	
	725-93	x	53-50	60-0	6-02	-	
	725-94	x	53-50	60-0	6-02	-	
	725-95	x	53-50	60-0	6-02	-	
	725-96	x	53-50	60-0	6-02	-	
	725-97	x	53-50	60-0	6-02	-	
	725-98	x	53-50	60-0	6-02	-	
	725-99	x	53-50	60-0	6-02	-	
	725-100	x	53-50	60-0	6-02	-	
	725-101	x	53-50	60-0	6-02	-	
	725-102	x	53-50	60-0	6-02	-	
	725-103	x	53-50	60-0	6-02	-	
	725-104	x	53-50	60-0	6-02	-	
	725-105	x	53-50	60-0	6-02	-	
	725-106	x	53-50	60-0	6-02	-	
	725-107	x	53-50	60-0	6-02	-	
	725-108	x	53-50	60-0	6-02	-	
	725-109	x	53-50	60-0	6-02	-	
	725-110	x	53-50	60-0	6-02	-	
	725-111	x	53-50	60-0	6-02	-	
	725-112	x	53-50	60-0	6-02	-	
	725-113	x	53-50	60-0	6-02	-	
	725-114	x	53-50	60-0	6-02	-	
	725-115	x	53-50	60-0	6-02	-	
	725-116	x	53-50	60-0	6-02	-	
	725-117	x	53-50	60-0	6-02	-	
	725-118	x	53-50	60-0	6-02	-	
	725-119	x	53-50	60-0	6-02	-	
	725-120	x	53-50	60-0	6-02	-	
	725-121	x	53-50	60-0	6-02	-	
	725-122	x	53-50	60-0	6-02	-	
	725-123	x	53-50	60-0	6-02	-	
	725-124	x	53-50	60-0	6-02	-	
	725-125	x	53-50	60-0	6-02	-	
	725-126	x	53-50	60-0	6-02	-	
	725-127	x	53-50	60-0	6-02	-	
	725-128	x	53-50	60-0	6-02	-	
	725-129	x	53-50	60-0	6-02	-	
	725-130	x	53-50	60-0	6-02	-	
	725-131	x	53-50	60-0	6-02	-	
	725-132	x	53-50	60-0	6-02	-	
	725-133	x	53-50	60-0	6-02	-	
	725-134	x	53-50	60-0	6-02	-	</td

Harbansal



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	PA	AB	TA	950	Rate	TP	Rate	2100	Rate	TP	Rate
April 176	750 + 103.75 + 112.50 + 156.12	-	55.50	63--	7-61	92--	-	-	210--	11	
	+ 120.2.37										
MAY	11 120.01 -	1422.36	-	55.50	63--	7-61	92--	-	210 -	11	
JUNE	11 750 + 103.75 + 112.50 + 156.12	-	55.50	63--	14.43	92--	-	-	210 -	11	
	+ 110.1.46										
JULY	11 750 + 103.75 + 112.50 + 156.12	-	55.50	63--	14.43	92--	-	-	210 -	11	
	+ 137.9	0.41	115.2 - 10								
August	11 750 + 103.75 + 112.50 + 156.12	-	55.50	63--	14.43	92--	-	-	210 -	11	
	+ 132.12 - 19										
SEPT	11 750 + 103.75 + 112.50 + 156.12	-	55.50	63--	14.43	92--	-	-	210 -	11	
OCT	11 750 + 103.75 + 112.50 + 156.12	-	55.50	63--	14.43	92--	-	-	210 -	11	
NOV	11 750 + 103.75 + 112.50 + 156.12	-	55.50	63--	14.43	92--	-	-	210 -	11	
	+ 210.01 0.41 0.36 12.732										
DEC	11 750 + 103.75 + 112.50 + 156.12	-	55.50	63--	14.43	92--	-	-	210 -	11	
	+ 131.12.1										
JAN 177	750 + 103.75 + 112.50	-	55.50	63--	14.43	92--	-	-	210 -	11	
	+ 264.31 124.18 - 55										
FEB	750 + 103.75 + 112.50 + 156.12	-	55.50	63--	16.20	83--	-	-	210 -	11	
	+ 145.6 - 59										
MARCH 77	750 + 103.75 + 112.50	-	116 -	55.50	63--	16.20	83--	-	210 -	11	

(See check - 116 - 88.00 756 - 0.41 0.36 105.1 - 0)

	PA	AB	TA	950	Rate	TP	Rate	2100	Rate	TP	Rate
April 77	750 + 103.75 + 112.50 + 156.12	-	55.50	63--	16.20	83--	-	-	210 -	11	
	+ 137.5 - 74										
MAY	11 750 + 103.75 + 112.50 + 156.12	-	55.50	63--	16.20	83--	-	-	210 -	11	
	+ 142.9 - 12										
JUNE	11 750 + 103.75 + 112.50 + 156.12	-	55.50	63--	16.20	NIL	-	-	210 -	11	
	+ 139.83										
JULY	11 750 + 103.75 + 112.50 + 156.12	-	55.50	63--	17.31	NIL	-	-	210 -	11	
	+ 154.1 - 14										
AUGUST	11 750 + 103.75 + 112.50 + 156.12	-	55.50	63--	17.31	NIL	-	-	210 -	11	
	+ 121.52 + 36.20.7 - 139.03										
Sept	11 750 + 103.75 + 112.50 + 156.12	-	55.50	63--	17.31	NIL	-	-	210 -	11	
OCT	11 750 + 103.75 + 112.50 + 156.12	-	55.50	63--	17.31	NIL	-	-	210 -	11	
	+ 144.3 - 13										
NOV	11 750 + 103.75 + 112.50 + 156.12	-	55.50	63--	17.31	NIL	-	-	210 -	11	
	+ 123.1 - 12										
DEC	11 750 + 103.75 + 112.50 + 156.12	-	55.50	63--	17.31	NIL	-	-	210 -	11	
	+ 132.0 - 8										
JAN 78	11 750 + 103.75 + 112.50 + 156.12	-	55.50	72--	22.31	NIL	-	-	210 -	11	
	+ 144.1 - 2										
FEB 78	750 + 103.75 + 112.50 + 156.12	-	55.50	75--	23.33	NIL	-	-	210 -	11	
	+ 142.5 - 19										
MARCH	78 750 + 103.75 + 112.50 + 156.12	-	55.50	75--	23.33	NIL	-	-	210 -	11	
	+ 142.5 - 19										

55.50 66.00 79.00 90.00 115.00 134.00 153.00

Haridas Lal



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NOTE: For 6P⁴ & 8P¹⁰ being used in mounting to the rear
will be deducted - next salary. Based after 16-7-79

Harleam Lal



Harkness Lal



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8/20
8/20

	PAH + CA + TA + NP	PAH	PPR	YPR	PAH	PAH	PAH	PAH	PAH
APRIL 82	1667 42-315-20-00	55-5	75-0	100-0	8-88-20-	4-3-5	12-2-00	44-1780-52	
	1923-4-0 CA TJ	55-5	75-0	100-0	8-88-20-	2-5	2-6-00	44-1780-52	
MAY	763775+PAH-47+410-52+511-57	55-5	75-0	100-0	8-88-20-	2-5	2-6-00	44-1780-52	
	16612240-97-29-00	55-5	75-0	100-0	8-88-20-	2-5	2-6-00	44-1780-52	
JUNE	108775-740-52+9-52	55-5	105-0	100-0	8-88-20-03-2005-19-03	25	32-6-38	44-1780-52	
	71-0-5-2196-05	55-5	105-0	100-0	8-88-20-03-2005-19-03	25	32-6-38	44-1780-52	

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21
2/2

IN THE HON'BLE HIGH COURT OF JUDICATURE AT ALLAHABAD
SITTING AT LUCKNOW.

Writ Petition No.

of 1982

AS
2/2

Harbans Lal ... Petitioner

Versus

Union of India and others ... Opp. Parties.

Affidavit.

I, Harbans Lal aged about 50 years son of Lala Khushi Ram Saini resident of Railway Quarter No. LD / 131-B, Rodwel Road, Alambagh, Lucknow do hereby solemnly affirm and state on oath as under:-

1. That the deponent is the petitioner in the above noted writ petition and as such he is fully conversant with the facts of the case.
2. That the contents of paras 1 to 32 of this writ petition are true to my personal knowledge except the legal averments which are believed to be true.
3. That the Annexures annexed with the petition are the true extract or copies of the documents procured by the petitioner.

Lucknow
Dated June 10, 1982

Harbans Lal
Deponent.

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3/1
10/1

IN THE HON'BLE HIGH COURT OF JUDICATURE AT ALLAHABAD
SITTING AT LUCKNOW.
C.M. An. No. 50749 W 1982 En re:
Writ Petition No. 2013
of 1982

Pla.

8/8

Harbans Lal ... Petitioner/Applicant

Versus

Union of India and others .. Opposite Parties.

STAY APPLICATION

The above named petitioner/applicant most respectfully submits as under:-

1. That the aforesaid writ petition is directed against the impugned order of recovery of out-side rent amounting to Rs 12.967-10 against the petitioner vide order dated 1.6.82 contained in Annexure 2 to the Writ Petition.
2. That for the reasons as set in the accompanying writ petition and the affidavit it is expedient in the interest of justice that the implementation of the aforesaid order dated 1.6.82 contained in Annexure 2 to the writ petition is stayed pending

Harbans Lal

decision of the writ petition.

Wherefore, it is most respectfully prayed

(1) that this Hon'ble Court may be pleased to stay the operation of the impugned order dated 1.6.82 Annexure 2 including the order/mentioned in Annexure 2 pending decision of the writ petition.

(2) that any other order as deemed just and proper may be passed by this Hon'ble Court.

Halkhan Lal

P. P. Srivastava
(P. P. Srivastava)
Advocate,
Counsel for the Petitioner

Lucknow dated June 11, 1982

14

In the Hon'ble High Court of Judicature at Allahabad,
Lucknow Bench, Lucknow.

C.M. Application No. 611 (W) of 1982

76) Union of India and others Applicants
opp. parties

In re:

Writ Petition No. 2813 of 1982



.. Petitioner

Vs.

Union of India and others Opp. Parties

Application for vacation of stay
Order

The opposite parties/applicants most
respectfully submit as under : -

That in view of the facts, reasons and
circumstances disclosed in the accompanying
counter affidavit it is expedient and in the
interest of justice that the interim stay order
granted in the abovenoted writ petition may
be vacated.

P R A Y E R

It is, therefore, prayed that the interim
stay granted in the aforesaid writ petition
may kindly be vacated.

85) Dated : Lucknow

18/1, 1983

C. A. Basir
Advocate
counsel for opp. parties.

S/P

In the Hon'ble High Court of Judicature at Allahabad,

Lucknow Bench, Lucknow.

C.M. Application No. 612 (W) of 1982

Union of India and others Applicants

In re:

Writ Petition No. 2813 of 1982



Harbans Lal Petitioner

Vs.

Union of India and others Opp. Parties

Application for condonation of
delay

The applicants/opposite parties most
respectfully beg to submit as under : -

1. That the counter affidavit could not be filed within the prescribed time as the papers necessary for the preparation of counter affidavit were made available very late.
2. That as soon as the papers required for the preparation of the counter affidavit were made available the counter affidavit was prepared and is filed herewith.
3. That the delay in filing the counter affidavit was not deliberate but it was on account of the reason mentioned above.

P R A Y E R

It is, therefore, prayed that the delay in filing the counter affidavit may kindly be condoned and the counter affidavit filed herewith may kindly be accepted and be brought on record.

Dated : Lucknow
16/1, 1982

C. A. Basir
(C. A. Basir)
Advocate
counsel for the opp. parties

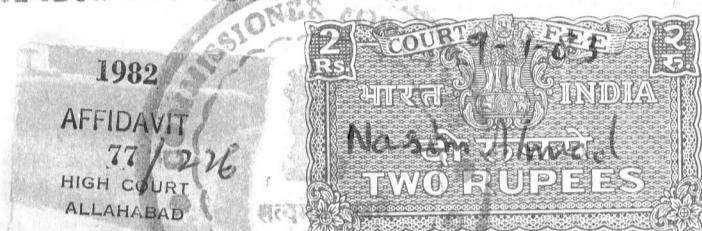
51 3

In the Hon'ble High Court of Judicature at Allahabad,
Lucknow Bench, Lucknow.

COUNTER AFFIDAVIT

IN RE:

Writ Petition No. 2813 of 1982



Harbans Lal

Petitioner

Vs.

Union of India, & others Opp. Parties

COUNTER AFFIDAVIT ON BEHALF OF OPPOSITE
PARTIES

I, Nasim Ahmad, aged about 50 years, son of
Shri Mohd. Imtiaz, resident of Bungalow No. C&W
5, Talkatora, Alambagh, Lucknow, do hereby
solemnly affirm and state as under : -

1. That the deponent is posted as Assistant
Mechanical Engineer (Optg.) in Northern Railway,
Divisional Railway Manager's office, Lucknow, and
is acquainted with the facts deposed to herein-
after on the basis of records maintained in
office. The deponent has read the writ petition
filed by the petitioner and has understood its
contents and has been authorized to file this
counter affidavit.

2. That para 1 of the writ petition is not denied.



V 36
X 33

3. That in reply to para 2 of the writ petition only this much is admitted that petitioner was allotted Railway quarter in August 1954, but he was transferred to Pratapgarh on 29-10-1975 and joined back again at Lucknow on 16-10-1978. He, however, did not vacate quarter on transfer within the joining time which he should have done under Rules. He also failed to obtain permission to keep in his occupation railway quarter at Lucknow from the Competent Authority for the period as permissible under Rules. Thus, his occupation of the quarter became unauthorised after transfer on 29-10-1975. The question of regularization of quarter after transfer back to Lucknow in the circumstances explained again after three years does not arise as per extant rules which do not permit this vide Annexures A-1 and A-2.

N. Ahmed

4. That with regard to para 3 of the writ petition only this much is admitted that allotment register is maintained in this office of Loco Foreman. Petitioner having been transferred from Lucknow on 29-10-1975 as per extant rules, his occupation of the quarter thereafter became unauthorised as he neither sought permission for its occupation for the maximum permissible period viz. 4 months nor he was permitted to keep the same in his possession.

5. That the normal rent being Rs. 55.70 as mentioned in paras 4 and 5 of the writ petition



is not disputed but as the petitioner continued to remain in occupation unauthorisedly despite transfer from Lucknow and despite knowledge of rules as laid down in the Establishment Manual and Railway Circulars which are part of the service conditions and despite notice for vacation also, charges of penal rent due was justified and, therefore, necessary action was initiated for recovery of outsider rent vide notice Annexure A.-2 which the petitioner refused to accept. The Railway Administration has framed rules regarding functioning of housing committee and allotment of quarter to Railway staff. These rules also provide for retention of the quarter by an employee, who is transferred for a maximum period of 4 months only after obtaining prior sanction of DS for 2 months and Railway Board for 2 months. These rules provide in clear terms that staff on transfer to other stations have to vacate the quarter within the joining time unless the competent authority permits them to retain the same. Clause (a) of Rule 13 provides for charging ^{for} ~~of~~ penal rent. Penal rent is also defined in the rules.

Clause (f) of the rule provides that it is at the discretion of the administration to charge outside rent which has been defined in this rule. (This is based on para 1946 of Engg. Code).

These rules being part of the service conditions of the Railway employees, the employees are bound to abide by these rules and cannot repudiate the same and call for invoking the



provisions of the Public Premises and Eviction Act which do not apply in such cases vide Annexure-A3
Annex A 3(9)
Annex A 3(c)

6. That para 6 of the writ petition is admitted.

7. That in reply to paras 7 and 8 of the writ petition it is stated that the petitioner having failed to vacate the quarter on transfer for reasons given in paras 4 and 5 of the counter affidavit besides the petitioner's refusal to accept the notice for vacating the quarter fully justifies the claim of the Railway authorities to order charging of penal rent from the petitioner as mentioned in the preceding paragraphs. Thus, there was no alternative but to order for payment of rent at outsiders rate for which Bill Section was advised in terms of the extant rules. *Annexus A-4, A, 5, 2*

Answered

8. That in reply to para 9 of the writ petition it is stated that Rule 1730 of the Railway Establishment Manual contains provisions for charging higher rent ~~for~~ occupation of house by Government employee on transfer without sanction. The rules being statutory, being known to staff and being part of the service conditions themselves act as notice that higher rent would be recoverable for the period of over stay. In the circumstances it cannot be averred that the rules are discriminatory and it deprives the occupants of the benefits of Public Premises (Eviction of Unauthorised Occupants) Act. The Eviction Act



and Rules, therefore, have no application in such cases when the rules provided by the Railway are clear. Besides circulars issued from time to time by the Railway Board reiterate the above stand. Despite that the petitioner was also given notice to vacate the quarter on 2-9-1977 (vide Annexure A-3 of the counter affidavit) but he did not accept the same and replied to talk to AME/L Lucknow. He was directed to receive the notice first and then to appeal if he desires but he did not accept the notice. There was, therefore, left no alternative with the administration except to order for charging outsider rent from the petitioner which was advised to the Bill Section as per extant rules. Charging of outsider rent is permissible which has been explained in the preceding paragraph of this counter affidavit vide para 5. Railway Administration was also authorised to issue and a memorandum for major penalty also as provided under rules for unauthorized occupation.

vide Annexure D attached herewith.

N. Ahmed

9. That in reply to para 10 of the petition it is stated that the averments made in this para are incorrect. Realization of rent at outsiders rate rate i.e. market rate has been provided in cases where Railway employees stay in the quarters without proper authority beyond the permissible period. The outsiders rate/market rate for quarters will be 10% of the emoluments or the rent as under whichever is higher.

i) In the case of 'A' Class cities - 5 times assessed rent.



ii) In the case of B-1 and B-2 cities which includes Lucknow, 4 times assessed rent.

iii) Water charges, conservancy and Electricity charges will be at normal rates.

MA-6
Annexure 'B' is attached herewith.

10. That in reply to para 11 of the writ petition it is stated that Public Premises (Eviction of Unauthorized Occupants) Act No. 32 of 1958 has no relevance in cases of Serving Railway employees. This act no doubt applies in Railways also but it is discretionary for the Railways to have ~~recourse~~ to any of the modes as the circumstances warrant. This has application where outsiders/trespassers etc. are to be ~~removed~~. Besides the rules of the Establishment Manual and Circulars issued by the Board authorities charging penal rent in the circumstances.

n. Ahmed
11. That in reply to para 12 of the writ petition, the position has been explained in the preceding paragraph. The procedure as indicated is applicable when the provisions of the above act are invoked. No such action was taken as the relevant rules framed by the Railway being part of the service conditions of the Railway employees are sufficient.

12. That in reply to para 13 of the petition it is stated that in view of what has been explained in the preceding paragraphs, the contention of the



petitioner is incorrect.

13. That in reply to para 14 of the writ petition it is stated that as Public Premises Eviction Act was not invoked, there was no necessity for following the procedure indicated.

14. That in reply to paras 15, 16, 17, 18 and 19 of the writ petition it is stated that in terms of extant rules as stated in the preceding paras of the counter affidavit, petitioner's continued occupation of the house on transfer from Lucknow became unauthorised and the very fact that he never neither sought permission to occupy the house, notices for vacation were given which the petitioner refused to accept and, therefore, action for the recovery of penal rent was initiated which confirms the fact that petitioner's occupation was unauthorized. Annexure-3 of the writ petition does not legalize the illegal acts of the petitioner.

Almond
Rules on the subject framed by the Railway being clear, the same being part of the service conditions of the Railway employees, the employees are bound by the same and cannot repudiate the same and call for invoking the provisions of Public Premises and Eviction Act.

15. That in reply to paras 20, 21 and 22 of the writ petition it is stated that house rent allowance is not admissible to the occupant of a railway quarter but the fact that the continued occupation



10
X9

of petitioner of the quarter was unauthorised on transfer, the charging of penal rent is justified in terms of the extant rules.

16. That para 23 of the writ petition is not admitted as averred. The occupation of the house on allotment is valid for the period the employee ~~is in service~~ ^{incumbent} and at the moment he is transferred, his occupation of quarter beyond joining time becomes against the rules as explained fully in the preceding paragraphs of the counter affidavit.

17. That in reply to paras 24 and 25 of the writ petition it is stated that petitioner's occupation being unauthorised, action for recovery of penal rent was fully justified as detailed in the preceding paragraphs.

18. That in reply to para 26 of the writ petition it is stated that petitioner being Railway employee is bound by the rules framed on the subject, this being part of his service conditions and, therefore, the recovery of rent at market rate for unauthorised occupation is justified.

19. That in reply to para 27 of the petition it is stated that DRM (Pay Bill) was advised to recover the market rent and arrears in instalments of Rs. 100/- per month vide DRM's letter No. P/QR/Vac/Loco/LK0, dated 6-5-82 and subsequently in continuation of this office Letter No. P/QR/Vac/



11
X
X

Loco/LKO dated 10-5-82. Another letter was also issued vide letter No. P/QR/Vac/Loco/LKO dated 1-6-82 for recovery of outsider rent from petitioner's salary. If the petitioner still had doubts he could have verified from office concerned. ⁱⁿ Annex
A-4 ✓

20. That in reply to para 28 of the petition it is stated that in view of detailed averments made in this affidavit in the preceding paragraphs, petitioner's contention is totally incorrect. Action taken for recovery of outsider rent is as per extant rules.

21. That in reply to para 29 of the petition it is stated that action taken against the petitioner is in terms of Railway Rules.

22. That in reply to paras 30 and 31 of the petition it is stated that petitioner got ex parte order from this Hon'ble Court which in the circumstances explained was not warranted as recovery of ~~penal~~ penal rent was ordered in terms of extant rules as explained in the preceding paragraphs and the recovery in instalments of the same is fully justified.

23. That for the reasons explained above the writ petition is liable to be dismissed.



Dated : Lucknow

Wq-i, 1982

W. Ahmed
Deponent.

Verification

I, the above named deponent do hereby verify
that the contents of paras 1 to 18 of the ~~accompanying~~ this
counter affidavit are true to my personal knowledge.
Those of paras 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 of this affidavit are believed by me to be true
on the basis of records and those of paras 11, 12, 13, 14, 15, 16, 17, 18, 19, 20
to 23 of this affidavit are true on the basis
of legal advice. No part of it is wrong and
nothing material has been concealed, so help me
God.

Dated : Lucknow

1-1-1983

M. Ahmed

Deponent.

I, identify the deponent who has signed before
me.

C. A. Basir
Advocate.

Solemnly affirmed before me on 3-1-1983
at 11/52 a.m./p.m. by the deponent M. Ahmed,
who is identified by Sri C.A. Basir,
Advocate, High Court, Lucknow Bench.
I have satisfied myself by examining the
deponent that he understands the contents
of this affidavit which have been read out
and explained by me to him.

M. Ahmed 3-1-1983

Mohd. Ashraf Khan

OATH COMMISSIONER

High Court, Allahabad,

Lucknow Bench

No.

Date

77/226

9-1-1983

1st March 1968
Housing Directorate

or

Post Box

opp. Park

13

Annexure A-1

8/5
11

Extract from Circular letter no. W/Q.R. 18/68
dated 29-2-68 of Divisional Superintendent Engineering
no.

Annexure A-1

4.3 RETENTION OF QUARTER:- Staff on transfer to other stations are required to vacate the quarter within the joining time are allowed to go out on transfer unless they are permitted to retain the same by the competent authority. The retention of quarter under certain conditions can be permitted by the Competent Authority on payments of normal rent or penal rent dependent on the merits of the case. It is normal to any case obligatory on staff who desire to retain a quarter beyond the period of normal eligibility to apply for retention to the competent authority through their controlling officer. The retention of quarter without proper sanction of the Competent Authority will be treated as unauthorised occupation. In this connection attention is drawn to para 13(a) to (f) of Chapter V of the aforesaid booklet, extracts of which are placed as Annexure.

ANNEXURE.

X 42

CHAPTER III.

Para 1. (c) Quarters provided for a particular category and branch of staff will be allotted by the Supervisor to the same category on the principle of "First come, First Served", priority being given to the Essential Staff. Entitlement of the staff to a particular type of quarter should be strictly observed.

n. Ahmed

(d) The Staff, who are re posted at the same station, within 12 months, will be restored the priority which they had before their transfer, and if they were already housed should be placed above those who are in the waiting list in the same category on the basis of which they were allotted a quarter prior to their transfer.

(e) In case of allotment made strictly according to priority, the official incharge of allotments will issue allotment orders but cases of change of quarters will require to be approved by the Area Housing Committee or at stations where there are no such committees, by the superior official next above of the branch concerned. Other cases involving departure from the rules and recommendation for 'out of turn' allotment will require Divisional Superintendent's personal approval.

Para 2. CLASSIFICATION OF STAFF FOR PURPOSES OF ALLOTMENT OF QUARTERS.

Done on 10/3/68

(a) All class III and Class IV staff are classified as 'Essential' and 'Non-essential' for purpose of allotment of quarters.

(d) The Divisional Superintendent is the competent authority to classify selected staff already classified as 'Essential' for allotment of non-pooled accommodation and must nominate such quarters as non-pooled. Due care must be taken to keep the number of such quarters to the minimum and a proper list maintained.

*Approved
n. Ahmed*

1. Mechanical Engineering
2. Northern Railways
3. Lucknow

16/12



Contd...

1/14/46
X/3

(g) The Divisional Superintendent is the competent authority to personally authorise out of turn allotments and due care must be taken that such cases are kept to the bare minimum and restricted as far as possible to the category of 'essential' staff. In exceptional cases, non-essential staff may also be considered on merits and discretion of the Divisional Superintendent. For this purpose, a priority register for out of turn allotment should be kept and allotment made strictly in turn of priority. The maximum allotment in a year can be 5% of the total availability of quarters failing vacant at that station in a calendar year.

Para 3. ELIGIBILITY FOR THE TYPE OF QUARTERS .- (a) The entitlement to a particular type of quarters is determined by the Pay Scale of the applicant on the date of application for the quarter, and also when the quarter is actually allotted to him. No person should normally be allotted a quarter of a higher type than to which he is entitled.

CHAPTER IV.

Para 1 (f) Non-pooled accommodation should be allotted from relief to relief. In ~~exceptional~~ cases, however, when the outgoing incumbent is not in a position to vacate the quarter for his relief or has not vacated the same for a specific reason of which a cognizance has been taken by the Administration, the incumbent may be allotted a quarter of practically the same type if lying vacant purely on a temporary basis. But such a quarter must be vacated as soon as the proper quarter earmarked for the post has been made available.

(g) Normally, staff occupying a non-pooled quarter will not be allowed to retain it on their being transferred to another station or to another post at the same station or for any other reason which may necessitate the vacating of the quarter. This has to be enforced as the incoming incumbent has to be housed in an appropriate type of quarter in the interest of Railway working and alternative accommodation for him may not be available for a considerable period.

(h) If a non-pooled quarter is not occupied by the respective incumbent for certain reasons and the quarter is likely to remain vacant for a considerable period the same may be allotted to another employee temporarily on the basis of priority for essential and non-essential staff, this being on in turn allotment and according to entitlement. The allotment so made must be on the basis that if the quarter is required by the incumbent of the post, it has to be vacated and alternate accommodation provided for the employee so affected by the temporary allotment.

CHAPTER - V.

Para 2:- Occupation:- On receipt of notice of allotment of a quarter, the allottee, if the quarter is vacant, should occupy it forthwith, rent for the quarter allotted shall be charged from the date of occupation of the quarters or from a day seven days after issue of letter of allotment whichever is earlier. If the intimation of non-acceptance of the allotted quarter by the allottee is not received within seven days of the date of issue of the letter of allotment, the allottee will be required to pay the rent as

due till the competent authority allots the quarter to the next person on the waiting list. The staff drawing house rent allowance, will forfeit the same from the date of allotment of quarter even in the event of their refusal to accept quarters.

Para 4:- Irregular allotment:- It is the duty of all senior railway subordinates and the works staff to report immediately to the Asstt. Officer of the Branch Concerned any irregular occupation of a quarter.

As a result of transfer, he so that his quarters
Para 9:- Vacation of Quarters:- It is obligatory for Railway employees allotted quarters to advise the I.O.N. and Electrical Charge men when they are due to vacate quarters, may be inspected and then taken over properly by the department and a proper clearance certificate obtained from these officials. Failure to obtain such certificates will render the staff being responsible for any damage or deficiency that may be reported by the official.

Para 12:- Unauthorised Occupation:- Staff who occupy railway quarters in an unauthorised manner shall be debarred from any irregular allotment of quarter till he vacates that quarter. If he had not applied for a quarter, his application should not be registered till he vacates the quarter occupied unauthorisedly by him.

Para 13:- Rules regarding permission of retention of quarters, etc:

(a) It must be noted by all staff that the competent authority can consider sanctioning retention of quarters under certain conditions on payment of normal rent or penal rent, depending on merits. (It is obligatory for staff to apply for retention of quarter to the competent authority through their controlling officers). The competence of the administration is to consider sanctioning retention of quarters up to a period of four months only in cases of transfer on payment of normal rent for the first two months and penal rent for subsequent two months.

(b) A complete and up-to-date list of all quarters along with the normal and the assessed rent thereof must be readily available in (i) Divisional Office, (ii) Central Housing Committee (iii) Area Housing Committees, & (iv) Supervisor in charge of allotment of quarters.

(c) Cases which at the discretion of the administration are considered on merit for charging normal rent for the full period of four months are required to be referred to the Railway Board with finance concurrence.

(d) Cases of retention beyond four months have to be referred to the Railway Board for sanction. In such cases, the recommendations of the administration are necessary for charging normal rent or penal rent with finance concurrence.

(e) Penal rent; is assessed rent or 10% of emoluments whichever is higher. This is distinct from the outsiders' rent which is

(f) In cases of unauthorised occupation, it is at the discretion of the administration to charge outsiders' rent on the basis of type of quarter and calculated on the basis of extant orders issued from time to time for purposes of assigning the outsiders' rent, calculated on the basis of Para. 1946 of the Engineering Code.

the market value of the rent.

In the High Court of Judicature Allahabad at Lucknow
B.R. Petition no. 3813/82

Harbans Lal
Mining Inspectress

vs

Annexure A-2

Petitioner

Opp. party

1/100
Vb

True Copy

Extract from Indian Railway Code for the engineering
department 1961 & 1921-A(a), 1921-B and 1921-C

1921-A(a) If an employee is temporarily transferred to another station for a period not exceeding 4 months, he may be permitted to retain his quarters at the original station, provided-

- (i) the locum tenens does not require the quarters, and
- (ii) the employee pays rent for the quarters irrespective of the fact whether he was paying rent for the quarters or was entitled to rent-free quarters before his transfer.

(b) If the employee occupies quarters at the new station also he should pay rent for these quarters in addition, unless the post to which he is transferred carried the concession of rent-free quarters before the introduction of the revised rent rules and the employee is eligible to rent-free quarters in accordance with Rule 1904.

(c) The 10 per cent limit referred to in paragraph 1915 applies separately to the rent of the quarters at old station and that at the new station.

1921-B. Retention of Quarters on transfer.— The General Manager may, on his personal orders, permit railway officers and staff who, ~~are~~ ~~are~~ ~~are~~ ~~are~~ ~~are~~ ~~are~~ ~~are~~ are transferred away to another railway or office, in the interest of administration, to retain their quarters on the parent railway for a period not exceeding two months. Individual cases should be considered on merits. The rent during this period should be recovered in terms of paragraph 1915(a).

1921-C. The General Manager the Senior Deputy General Manager to whom the power may be delegated by the General Manager, may on the merits of individual cases and on his personal orders grant permission to the officers and staff transferred permanently from one station to another on the same railway to retain railway residences at the old station for a period not exceeding two months. The conditions laid down in paragraph 1921-A will also apply in such cases.

Attested
J. Chaturvedi
Southern Railway
Lucknow
23/3/82



In the Hon'ble High Court of Judicature at Allahabad,
Lucknow Bench, Lucknow.

Writ Petition No. 2813 of 1982

Harbans Lal ... Petitioner

Vs.

Union of India and others ... Opp. Parties

Annexure no. A-3

NORTHERN RAILWAY

NO. IF/4/QR/77

Dated: 2-9-77

From : - AME(L)/Lucknow To

Shri Harbans Lall
J.L.I., DSL, Lucknow

Sub: Unauthorised retention of Railway quarter
No. LD-131-B at LKO from 29-10-75

.....

n. Almud
You ^{were} transferred from Lucknow to PBH on
and from 29-10-75 but you have failed to vacate the
above noted quarter. You have also not submitted any
application in connection with retention of Railway
quarter.

You are, therefore, requested to please vacate
the quarter in question immediately.

Sd/-

AME/L- Lucknow

Copy to: - Sr. DME/LKO for information and necessary
action please.



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1/50

In the Hon'ble High Court of Judicature at Allahabad,
Lucknow Bench, Lucknow.

Writ petition no. 2813 of 1982

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Harbans Lal

... Petitioner

Vs.

Union of India and others

... Opp. Parties

Annexure no. A-3 (a)

Ref: Sr. DME's letter D.O. at S.N. 1

....

As per order at S.No. 1, Notice was being delivered to JLI Shri H.B. Lall but he did not accept the same and replied that he will speak to your honour please.

For orders please

Sd/-

8/9

Sd/-

D/Clerk
07-9-77

AME/L, A.S.(L)

Qr. Clerk

Pl. ask him to take the notice.
If he wants to appeal, he can do only after receiving the notice

Sd/- AME/LKO
8-7-77

LF/4/QR/77 Dated 1-10-77

Sd/-
D/Clerk
1-10-77



19 8/5

In the Hon'ble High Court of Judicature at Allahabad,
Lucknow Bench, Lucknow.

Writ Petition No. 2813 of 1982

8/8

Harbans Lal ... Petitioner

Vs.

Union of India and others ... Opp. Parties

Annexure no. A-3 (b)

Northern Railway

Dated: 6-11-1978

No. LF/7/Qr/78

From: - Asstt. Mech. Engineer (Loco),
N. Rly. Lucknow

The Sr. Divl. Mechanical Engineer,
Northern Railway,
Lucknow.

C/- The Asstt. Engineer/Charbagh, Lucknow

allied
Sub: Unauthorised retention of Railway Bungalow
No. ID-131-B at LKO by J.L.I./Pratapgarh
Shri H.B. Lal

The above mentioned bungalow has been in the
unauthorised retention of Shri H.B. Lal, J.L.I./PBH
(DSL) since 29-10-75 and he has paid no attention
to vacate the same despite our Notice No. LF/4/Qr/
77 dated 2-9-77 so far.


This case has been referred to your office
also vide LF/Lucknow letter No. LF/7/Qr/77 dated
14-2-78. You are requested to kindly take effective
steps in this connection advising this office.

Sd/-
Asstt. Mech. Engineer/Loco,
Loco Shed, Lucknow.

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852

In the Hon'ble High Court of Judicature at Allahabad,
Lucknow Bench, Lucknow.

Writ Petition No. 2813 of 1982

1/2

Harbans Lal

.. Petitioner

V.S.

Union of India and others

.. Opp. Parties

Annexure no. A-4

No. P/Qr/Un-Au/Loco/LKO

Divisional Office The Divl. Rly. Manager
N. Rly., Lucknow (Pay Bill)
Dated 6-5-82 N. Rly., Lucknow.

Sub: Unauthorisedly retention of qurs. ID-131-B
and ID-48Aat LKO

M. Ahmed
Please arrange to recover outsider rent from
the undernoted staffs for unauthorisedly retention
of Rly. quarters at the following stations after
their transfer to other stations as per Audit
objections.

1. Shri Harbans Lall, JLI/DSL, qr. no. ID-131-B
from 13-12-1975 to 16-10-1978 total amount of
Rs. 12,967.10 and Rs. 100.00 to be recovered
P.M. from his monthly salary of May 1982
2. Shri Tilak Raj, JLI, qr. no. ID-48-A from
29-12-75 to 16-8-77 total amount of Rs. 4645.87
In this connection it has been advised to you to
recover Rs. 143.00 per month from his salary
vide this office letter no. P/qr./Loco/LKO
dated 4-1-82 and also adjust the recovery of
amount.



Sd/-
Divl. Railway Manager,
Lucknow.

21/8/83
In the Hon'ble High Court of Judicature at Allahabad,
Lucknow Bench, Lucknow.

Writ Petition No. 2813 of 1982

X/60

Harbans Lal

... Petitioner

Vs.

Union of India and others

... Opp. Parties

Annexure no. A-5

No. P/Qr/Unauth/Loco/LKO

O. Supdt(Pay Bill)
N. Rly, Lucknow

Divisional Office
N. Rly, Lucknow.

Dt. 1-6-82

Sub: Unauthorizedly retention of Rly. Qr.
No. LD-131-B at LKO

W. Ahmed
In continuation of this office letter No.
P/Qr/Un-Au/Loco/LKO dated 6-5-82, please arrange
to recover outsider rent amount to Rs. 12,967.10
instead of Rs. 6073.20 from Shri Harbans Lall,
JLI/PEH period from 13-12-1975 to 16-8-77, who has
unauthorizedly retention of Railway quarter No. LD-
131-B.



Sd/-

For Divl. Rly. Manager
Lucknow.

22
8/5

In the Hon'ble High Court of Judicature at Allahabad,
Lucknow Bench, Lucknow.

Writ Petition No. 2813 of 1982

8/5

Harbans Lal

... Petitioner

Vs.

Union of India and others

... Opp. Parties

Annexure no. A-6

NORTHERN RAILWAY

No. W/QR/8/80

Divl. Office
Lucknow

Dt. 23-12-1981

1. All Branch Officers of Lucknow Division
2. All Asstt. Engineers of Lucknow Division
3. All Chairmen of the Area Housing Committees, Lucknow Division.
4. All the Pool Holders of Lucknow Division through the Chairmen of the Area Housing Committees.
5. The Union Members of 60th the Union through the Chairmen of the Area Housing Committees.
6. The extra Divisional Officers of Lucknow Division.

N. Ahirel
Sub: Recovery of normal/Penal/Market rent from Railway Servants.

....

The Railway Board vide letter No. F(X) I-81/11/6 dated 29-8-81 received under the G.M. (Engg./NDIS's) letter No. 759W/0/8-II dated 2/10-12-81 has clarified as under : -

(i) Normal Rent: 7 1/2% or 10% of the pay of the employees or the assessed rent of the quarters which ever is less. No rent is recoverable from the employee entitled for rent free quarter as normal rent.



(ii) Penal Rent: Twice the assessed rent or 10% of the pay of the employee whichever is higher.

iii) Market rent: Market rent is to be charged in all cases of unauthorised occupation as under: -

(a) B-I & B-II class cities 4 times of the assessed rent or 10% of the emolument whichever is higher.
LKO BSB, KES and PRG

b) C class cities 2 times of the assessed rent or 10% of the emolument whichever is higher.
FD, RBL, SIN, ON, PEH Ayodhya, MOR, JNU, Jaunpur city and Jaunpur Katchery

c) other stations Twice the assessed rent or 10% of the emolument whichever is higher.

(iv) Rent recoverable from House owning officers/
Staff w.e.f. 1-6-77

a) If the income from his own house does not exceed Rs. 1000/- per month Normal rent

b) If the income from his own house exceeds Rs. 1000/- per month but does not exceed Rs. 2000/- per month Half rent of the Market rent

c) If the income from his own house exceeds Rs. 2000/- Full Market rent

Sd/- Illegible
For Divisional Manager, LKO



(R/K)

CENTRAL ADMINISTRATIVE TRIBUNAL

CIRCUIT BENCH LUCKNOW

X/G

T.A. NO. 1058 of 1987 (T)
(W.P. NO. 2813 of 1982)

Harbans Lal Applicant.
Versus
Union of India & Others Respondents.

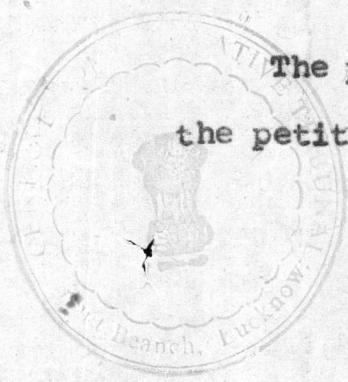
27.2.1990

Hon'ble Justice K. Nath, V.C.

Hon'ble Mr. K.J. Raman, A.M.

The list has been revised. No one is present on behalf of the petitioner. The notices, which were issued to the applicant by name as well as to his counsel by Registered Post on 18.1.1990, are presumed served.

The petition is accordingly dismissed for default of the petitioner.


Sd/-
A.M.

Sd/-
V.C.

/// True Copy ///

rmr/


Deputy Registrar
Central Administrative Tribunal
Lucknow Bench,
Lucknow

(2)
Recd
for
1/3/90
checked
1/3/90

ORDER SHEET

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

No.

of 198

6

W.P. 2013-1982

vs.

X
54

Date

Note of progress of proceedings and routine orders

Dated of
which
case is
adjourned

1

2

3

14-6-02

Hon. Mahavir Singh, I.J.

Issue Notice to opposite
parties to show Cause why
this writ petition be not
Admitted.

Sd- M. Singh

14-6-02

14-6-02 C.M. Am- 8849 (W.M.)

Hon. Mahavir Singh, I.J.

Issue Notice. Meanwhile
operation of the impugned
order Annexure -2 to the
writ petition shall remain
Stayed.

Sd- M. Singh

14-6-02

20-8-02

For B.

S. N. G. J.

A/14/1

Date	Note of progress of proceedings and routine orders	Date which case is adjourned
1	2	3
	<p>6-9-82 Fixed up with C.M. Am= 5849.00 for attendance N-8700P 1,2,3 through R.P.</p> <p style="text-align: right;">@ 10 am 19/7/82</p>	
18.7.82	<p>18.7.82 <u>Mem NC 5.2</u></p> <p>Col Dr H. 6/1(W)-83 Reconcile with the Deed LdL</p>	
11.1.85	<p>11.1.85 <u>Fixed</u> 6/1(W)-83</p> <p>Mem [CCAJ] Solicitor is advised P.P. 2 7/1/85</p>	
	<p style="text-align: center;">Bk</p>	

ब अदालत श्रीमान डॉ वी शुभेश्वर २५ अगस्त २०१८ महादेव
खंप- लखनऊ (४३)

वादी अपीलान्ट

का
प्रतिवादी रेस्पार्डेन्ट

वकालतनामा

(टिकट)

खंप- लखनऊ

(वादी मुद्रा)

बनाम

रामेश्वर काज इन्डिया

प्रतिवाद मुद्राअलेह

न० मुकद्दमा सन् १९

पेशी की ता० १९ ई०

ऊपर लिखे मुकद्दमा में अपनी ओर से श्री

प्रेम उपाधि श्रीप्रात्न

एडवोकेट

राजवाकू वाईकारी लखनऊ

महोदय

वकील

नाम अदालत

न० मुकद्दमा

नाम फर्मिंग

को अपना वकील नियुक्त करके प्रतिज्ञा (इकरार) करता हूं और लिखे देता हूं इस मुकद्दमा में वकील महोदय स्वयं अथवा अन्य वकील द्वारा जो कुछ पैरवी व जवाबदेही व प्रश्नोत्तर करें या अन्य कोई कागज दाखिल करें या लौटावें या हमारी ओर से डिगरी जारी करावें और रुपया वसूल करें या सुलहनामा या इकबाल दावा तथा अपील व निगरानी हमारी ओर से हमारे या अपने हस्ताक्षर से दाखिल करें और इसदीक करें या मुकद्दमा उठावें या कोई रुपया जमा करें या हमारी या विषय (फरीकसानी) का दाखिल किया हुआ रुपया अपने या हमारे हस्ताक्षर युक्त [दस्तखति] रसीद से लेवें या पंच नियुक्त करें वकील महोदय द्वारा की गई वह सब कार्यवाही हमको सर्वथा स्वीकार है और होगी मैं यह भी स्वीकार करता हूं कि मैं हर पेशी पर स्वयं या किसी अपने पैरोकार को भेजता रहूंगा अगर मुकद्दमा अद्यम पैरवी में एक तरफा मेरे खिलाफ फैसला हो जाता है उसकी जिम्मेदारी मेरे वकील पर नहीं होगी। इसलिए यह वकालतनामा लिख दिया कि प्रमाण रहे और समय पर काम आवे।

हस्ताक्षर

Harkamal Lal.

साक्षी [गवाह] Anil Kumar साक्षी [गवाह]

Shinde

दिनांक

महीना

सन् १९

आर० आर० स्निश्चा
लै. दार : कलेक्ट्री लखनऊ।

89
In The Central Administrative Tribunal

ब अदालत श्री मान Circuit Bench Lucknow.....

वादी मुद्रदार

प्रतिवादी मुद्रालय का वकालतनामा

Harbans Lal बनाम U.O.G. & others

नं० मुकदमा 1058 सन 1987 पेशी की तारिख 27-2-1990 ई०
उपर लिखे मुकदमा में अपनी ओर से श्री
(W.P. No. 28130 of 1982)

.....ANIL SRIVASTAVA, ADV

वादी मुद्रदार

प्रतिवादी मुद्रालय

रडवोकेट

महोदय

वकील

को अपना वकील नियुक्त करके प्रेतिज्ञा इकरार करता हूँ। लिखे देता हूँ। इस मुकदमा में वकील महोदय स्वयं अथवा अन्य वकील द्वारा जो कुछ पैरवी व जवाब देही व प्रश्न करेगा अन्य कोई कागज दाखिल करें या लौटा दें इनारी ओर से डिक्करी जारी करावें और स्पष्ट वसूल करेगा सुलहनामा इकबाल दावा अपील व निगरानी हमारी ओर से हमारें या अपने हस्ताक्षर से दाखिल करें और तस्दीक करे या मुकदमा उठायें या कोर्ट में जमा करें या हमारी या विपक्ष फरीक्सानी का दाखिल किया स्पष्ट अपनें या हमारे हस्ताक्षर युक्त दस्तखती। रसीद से लेदेगा पंच नियुक्ति करें वकील महोदय द्वारा की गई वह कार्यवाही हमको सर्वथा स्वीकार है और होगी मैं भी यह कहता हूँ। कि मैं हर पेशी स्वयं या किसी अपने बैरोकार को भेजता रहूँगा अगर मुकदमा अदम पैरवी में एक तरफा मेरे खिलाफ फैसला हो जाता है उसकी जिम्मेदारी मेरी वकील पर न होगी।
इसलिये यह वकालतनामा लिख दिया कि प्रमाण रहें और समय पर काश आवें।

साक्षी गवाह हस्ताक्षर ✓

दिनांक महीना साक्षी गवाह Divisional Railways Manager

नाम अदालत Northern Railway

नं० मुकदमा LUCKNOW

नाम फरीकन ✓

Accepted
Anil Srivastava
Adv

27-2-90

Before The Hon'ble High Court of Judicature Allahabad at Lucknow
In the Court of

With petition no 2813/82

Shri Harbans Lal

Plaintiff
Defendant

Claimant
Appellant
Petitioner

Union of India vs

Defendant
Plaintiff

Versus

Respondent

The President of India do hereby appoint and authorise Shri C. A. Basir and Abdul

Matin Advocates

to appear, act, apply, plead in and prosecute the above described suit/appeal/proceedings on behalf of the Union of India to file and take back documents, to accept processes of the Court, to appoint and instruct Counsel, Advocate or Pleader, to withdraw and deposit moneys and generally to represent the Union of India in the above described suit/appeal/proceedings and to do all things incidental to such appearing, acting, applying Pleading and prosecuting for the Union of India SUBJECT NEVERTHELESS to the condition that unless express authority in that behalf has previously been obtained from the appropriate Officer of the Government of India, the said Counsel/Advocate/Pleader or any Counsel, Advocate or Pleader appointed by him shall not withdraw or withdraw from or abandon wholly or partly the suit/appeal/claim/defence/proceedings against all or any defendants/respondents/appellant/plaintiff/opposite parties or enter into any agreement, settlement, or compromise whereby the suit/appeal/proceeding is/are wholly or partly adjusted or refer all or any matter or matters arising or in dispute therein to arbitration PROVIDED THAT in exceptional circumstances when there is not sufficient time to consult such appropriate Officer of the Government of India and an omission to settle or compromise would be definitely prejudicial to the interest of the Government of India and said Pleader/Advocate of Counsel may enter into any agreement, settlement or compromise whereby the suit/appeal/proceeding is/are wholly or partly adjusted and in every such case the said Counsel/Advocate/Pleader shall record and communicate forthwith to the said officer the special reasons for entering into the agreement, settlement or compromise.

The President hereby agrees to ratify all acts done by the aforesaid Shri C. A. Basir and
Abdul Matin Advocates

in pursuance of this authority.

IN WITNESS WHEREOF these presents are duly executed for and on behalf of the President of India this the 17th day of Aug 1982

19

Accepted
C. A. Basir
Adv.

Accepted
Abdul Matin
Adv.

P. J. Ongole

Dated 1982

N.R.—149/1—June, 1982—75.00 F.

Designation of the Executive Officer

प्रधान कायलिय

प्रधान कायलिय

प्रधान कायलिय

हाई कोर्ट इलाहाबाद, लखनऊ बेन्च लखनऊ
(अध्याय १२, नियम १ और ७)

दीवानी विभाग

प्रक्रियाक (मुतफरिक) प्रार्थना सं० My 3 After 5049 of 1982
सन् १९८२ में
W.P. No. 2013 सं० सन् १९८२ में
१० में

Harbans Lal

५६१

A
५८

प्रार्थी
Union of India ^{प्रति}

प्रत्यार्थी

Union of India through The General Manager
Northern Railway, Baroda House

New Delhi

प्रत्यार्थी

चूंकि ऊपर लिखे प्रार्थी ने इस न्यायालय में उपर्युक्त लिखे मुकदमे के सम्बन्ध में
लिये प्रार्थना-पत्र दिया है, अतः आपको आदेश दिया जाता है कि आप
दिनांक ६ माह ९ सन् १९८२ ई० को या उससे पहले
उपस्थित होकर कारण बतलायें कि प्रार्थना-पत्र क्यों न स्वीकार कर लिया जाय। उक्त प्रार्थना-पत्र की
सुनवाई उसके बाद नियमानुसार विज्ञप्ति किसी और दिन होगी।

विदित हो कि यदि आप ऊपर लिखे दिनांक पर या उससे पहले स्वयं अथवा किसी एडबोकेट
या ऐसे अधिकार द्वारा जो कानून अनुचित हों, उपस्थित न होंगे तो उस प्रार्थना-पत्र की सुनवाई और
निर्णय आपकी अनुष्ठानिति में हो जायगा।

मेरे हस्ताक्षर और न्यायालय की मोहर से प्राप्त दिनांक १९ माह ७
सन् १९ ८२ को जारी किया गया।

..... के एडबोकेट

संधि.....

दिप्टी रजिस्ट्रार
इलाहाबाद/लखनऊ

RS

सूचना—इस न्यायालय की १९५२ की नियमावली के अध्याय ३० नियम २ के आधीन प्राप्त तलबाना
मिल गया।

तलबाना प्राप्त करने वाले कलर्क के हस्ताक्षर

4142-37-782

461

59

हाई कोर्ट इलाहाबाद, लखनऊ बेन्च लखनऊ
(अध्याय १२, नियम १ और ७)

दीवानी विभाग

प्रकीर्णिक (मृतफर्मिक) प्रार्थना सं... सन १९... ई०

W.P. No. 2813 सं १९६२ सन १९... ई० में

Harbans Lal

प्रार्थी

Union of India ^{प्रति}

प्रत्यार्थी

Central Divisional Mechanical Engineers

Northern Railway, Hazai Gang

Lucknow

प्रत्यार्थी

चूंकि ऊपर लिखे प्रार्थी ने इस न्यायालय में उपर्युक्त लिखे मुकदमे के सम्बन्ध में लिये प्रार्थना-पत्र दिया है, अतः आपको आदेश दिया जाता है कि आप दिनांक माह सन १९६२ ई० को या उससे पहले उपर्युक्त होकर कागज बतलायें कि प्रार्थना-पत्र क्यों न स्वीकार कर लिया जाय। उक्त प्रार्थन-पत्र की सुनवाई उसके बाद नियमानुसार विज्ञप्ति किसी और दिन होगी।

विदित हो कि यदि आप ऊपर लिखे दिनांक पर या उससे पहले स्वयं उथरा वसी एवं बोर्डर वा ऐसे उद्दिष्ट द्वारा जो कानूनी विधि के अनुसार निर्दिष्ट की जाए तो उसकी सुनवाई और

निर्णय बोमा नहीं NOT INSURED

क्रमांक/No.

1811

तारीख मोहर
Date Stamp

१९ ७ १९

लगाये गये डाक टिकटों का मूल्य रु. ५ पै. ०
Amount of Stamps affixed Rs. 5 P. 65
एक रजिस्टरेटेड प्राप्त किया
Received a Registered*
पाने वाले का नाम
Addressed to
पाने वाले अधिकारी के हस्ताक्षर

Signature of Receiving Officer

तिथि....

4142

डिप्टी रजिस्ट्रार
इलाहाबाद/लखनऊ

B

सूचना—इस न्यायालय की १९५२ की नियमावली के अध्याय ३७ नियम २ के आधीन प्राप्त तलबाना मिल गया।

तलबाना प्राप्त करने वाले कलर्के के हस्ताक्षर

160
160

हाई कोर्ट इलाहाबाद, लखनऊ बेन्च लखनऊ
(अध्याय १२, नियम १ और ७)

दीवानी विभाग

प्रकीर्णक (मुतफर्किक) प्रार्थना सं० ५०४९. ८८८२ सन् १९८२ ई०
..... W. १. २१३ १८८२ सन् १९८२ ई० में

Harbans Lal

प्रार्थी

Union of India & others प्रति

प्रत्यार्थी

Senior Divisional Medical Manager

Northern Railway

Hazrat Ganj, Lucknow प्रत्यार्थी

चूंकि ऊपर लिखे प्रार्थी ने इस न्यायालय में उपर्युक्त लिखे मुकदमे के सम्बन्ध में
..... लिये प्रार्थना-पत्र दिया है, लेकिन आपको आदेश दिया जाता है कि आप
दिनांक ६ माह १ सन् १९८२ १० को या उससे पहले
उपस्थित होकर कारबाह बतलायें कि प्रार्थना-पत्र क्यों न स्वीकार कर दिया जाय। उक्त प्रार्थना-पत्र की
सुनवाई उसके बाद नियमानुसार विज्ञप्ति किसी और दिन होगी।

विदित हो कि यदि आप ऊपर लिखे दिनांक पर या उससे पहले स्वयं उथरा विसी एडवोकेट
आदेसे उपस्थित होकर जो कानून अनुकूल हों, उपस्थित न होंगे तो उस प्रार्थना-पत्र की सुनवाई और
निर्णय आपकी अनुरस्थिति में हो जायगा।

मेरे हस्ताक्षर और न्यायालय की मोहर से आज दिनांक १९ माह ७
सन् १९ ८२ को जारी किया गया।

..... P. L. S. S. के एडवोकेट

विधि ५. ६. ८०

डिप्टी रजिस्ट्रार
इलाहाबाद/लखनऊ

सूचना—इस न्यायालय की १९५२ की नियमावली के अध्याय ३७ नियम २ के आधीन प्राप्त तलवाना
मिल गया।

तलवाना प्राप्त करने वाले कलर्क के हस्ताक्षर

५६

हाई कोर्ट इलाहाबाद, लखनऊ बेन्च लखनऊ
(अध्याय १२, नियम १ और ७)

६३

दीवानी विभाग

प्रकीर्णक (मुतफरिक) प्रार्थना सं० M/s. Appn. ८०४९ A/५८२
सन् १९८२ ई०
W.P. no. २०१३ सं० ८०८२ सन् १९८२ ई० में

Harjeans Lal

प्रार्थी

Union of India Forces

प्रत्यार्थी

Divisional Rail Manager

Northern Railway, Hazrat Ganj
Lucknow

प्रत्यार्थी

चूंकि ऊपर लिखे प्रार्थी ने इस न्यायालय में उपर्युक्त लिखे मुकदमे के सम्बन्ध में
..... लिये प्रार्थना-पत्र दिया है, अतः आपको आदेश दिया जाता है कि आप
दिनांक ६ माह १ सन् १९८२ ई० को या उससे पहले
उपस्थित होकर दारमान्य के प्रार्थना-पत्र क्यों न स्वीकार कर लिया जाय। उक्त प्रार्थन-पत्र की
मुनवाई उसके बाद नियमानुसार विज्ञप्ति किसी और दिन होगी।

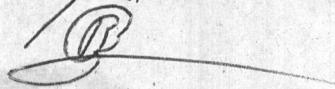
विदित हो कि यदि आप ऊपर लिखे दिनांक पर या उससे पहले स्वयं उथठा वसी एडवोकेट
वा ऐसे उपस्थित द्वारा जो कानून अनुकूल हों, उपस्थित न होंगे तो उस प्रार्थना-पत्र की मुनवाई और
निर्णय आपकी अनुस्थिति में हो जायगा।

मेरे हस्ताक्षर और न्यायालय की मोहर से आज दिनांक १९ माह ७
सन् १९ ८२ को जारी किया गया।

P. P. Srivastav के एडवोकेट

तिथि १५-६-८२

डिप्टी रजिस्ट्रार
इलाहाबाद/लखनऊ



सूचना—इस न्यायालय की १९५२ की नियमावली के अध्याय ३७ नियम २ के आधीन प्राप्त तलबाना
मिल गया।

तलबाना प्राप्त करने वाले कलर्क के हस्ताक्षर

ANIL SRIVASTAVA
M. Sc., LL.B.
ADVOCATE

Phone : 77831

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ALIGANJ EXTENSION
LUCKNOW-226 020

27-02-90

V/60

X
by

To,
The Hon'ble Vice Chairman,
Central Administrative Tribunal,
Circuit Bench,
Lucknow.

Subject: Postponement of my cases till Lunch period.

My Lord,

During the first half of the day, I will be busy
in the Hon'ble High Court in an important matter and therefore
I will not be able to attend the Hon'ble Tribunal till Lunch
break.

Wherefore, it is most respectfully prayed that my
following cases may be postponed till Lunch period.

1. TA 1090/87 Sri Ram Sharma Vs UOI
2. TA 420/87 R. K. Misra Vs UOI
3. OA 71/89 Harendra Yadav Vs UOI
4. OA 14/89 Lachchamrao Das Vs. UOI
5. TA 1058/87 Harbans Lal Vs UOI

Lucknow
Dated 27-02-90

X

anil srivastava
(ANIL SRIVASTAVA)
Counsel for Respondents
(Railways)