

CENTRAL ADMINISTRATIVE TRIBUNAL
LUCKNOW BENCH LUCKNOW

INDEX SHEET

CAUSE TITLE O.A. 217 OF 88

NAME OF THE PARTIES P.N. Chakraverty

Applicant

Versus

Union of India Respondent

Part A, B & C

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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)

Dated....29/12/2011

Counter Signed.....

Section Officer / In Charge

Signature of the
Dealing Assistant

Annexure -B

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

APPLICATION No. _____ of 19

TRANSFER APPLICATION No. _____ of 19

OLD WRIT PETITION No.: _____ of

CERTIFICATE

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

Dated :

COUNTER SIGNED :

Signature of the
dealing Assistant

Section Officer/Court Officer

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
CIRCUIT BENCH AT LUCKNOW.

O.A./T.A. No. 217 1988 (1)

P. N. Chakraverty Applicant(s)

Versus

U.O.D. Respondent(s)

Cr. No.	Date	Orders
	25.11.88	<p>Hon. D.S. Misra, A.M. Hon. G.S. Sharma, J.M.</p> <p>Admit. Issue notice. One month for C.A. 15 day thereafter for R.A. fixing 24.1.89 for final hearing.</p> <p>Sd/- J.M.</p> <p>Sd/- A.M.</p> <p>fnsh 29/11</p>
	29/11/88	<p>OR</p> <p>Notices issued to respondent. Nos. 142 through repd. Post. fixing 24.1.89.</p> <p>fnsh 29/11</p>
	15/1/89	<p>OR</p> <p>No reply filed.</p> <p>h 15/1</p>
	24-1-89	<p>Hon. D.S. Misra, A.M. Hon. G.S. Sharma, J.M.</p> <p>Suo And Sui Motu files his vakalatnama on behalf of Union of India. No one is present on behalf of the applicant. On the request of the learned counsel for respondents he is allowed two weeks time further to file reply. Replies, if any, may be filed within two weeks thereof.</p>

List this case for final hearing on
30.3.89.

J.M.

fnsh

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
CIRCUIT BENCH, LUCKNOW

ORDER SHEET

O.A. No. 217/88(L)
REGISTRATION No. _____ of 198 .

APPELLANT
APPLICANT

P.N. Chakravorthy

VERSUS

DEFENDANT
RESPONDENT

Union of India and ors

Serial number of order and date	Brief Order, Mentioning Reference if necessary	How complied with and date of compliance
21/8/89	<p><u>Hon' Mr. D.K. Agrawal, J.M.</u></p> <p>None is present for the applicant.</p> <p>Shri Anil Srivastava learned counsel is present on behalf of respondents and files counter affidavit, copy of which ^{was} is duly served on the applicant on 24/7/89. The applicant may file rejoinder, if any, within three weeks hereof. List this case on <u>18-10-89</u> for <u>final hearing before Single Member.</u></p> <p style="text-align: right;"><i>Dec</i> J.M.</p> <p>(sns)</p>	<p>SR</p> <p>No rejoinder filed. Submitted to hearing.</p> <p>L R/K</p>
18/10/89	<p><u>Hon' Mr. D.K. Agrawal, J.M.</u></p> <p><u>Hon' Mr. K. Obayya, A.M.</u></p> <p>Shri L.P. Shukla, counsel for the applicant and Shri Anil Srivastava counsel for the respondents are present. Counsel for the applicant files rejoinder affidavit, keep it on record. Learned counsel for respondents prays ^{that he be allowed} to file supplementary counter affidavit. ^{if there have been} Such a prayer be made by an application with reasons. However, it is granted. Let supplementary counter affidavit be filed within 3 weeks. to which the applicant may file supplementary rejoinder affidavit within one week thereafter. List this case on <u>13-12-89</u> for hearing.</p> <p style="text-align: right;"><i>Dec</i> J.M.</p> <p>A.M. (sns)</p>	

16.5.91

No Sittings Adjⁿ 12-8.91

2

(A3)

12.8.91-

Hon. Mr. Justice K Math- v.c.
Hon. Mr. K. obayya A.M.

On the request of counsel
for respondents case is adjourned
tomorrow on 13.8.91

2
A.M.

VC

13.8.91

Hon. Mr. Justice K. Math- v.c.
Hon. Mr. K. obayya A.M.

On the request of both
parties Counsel case is
adjourned to 18.9.91

2

A.M.

VC

or

18.9.91

Hon. Mr. Justice B.C. Srinivasan v.c.
Hon. Mr. D. M. Gadh. D.M.

No Supplementary
Counter filed

S. P. H.

16.9.91

Arguments heard. Judgment

reserved

For copy
of judgment
K.K. Pillai
29/9/91

2
Recd. Judgment
for copy
2/11/91

VC

RESERVED

CENTRAL ADMINISTRATIVE TRIBUNAL, ALLAHABAD
LUCKNOW CIRCUIT BENCH

Registration O.A. No.217 of 1988 (L)

Paras Nath Chakravorty Applicant

Versus

Union of India & Another.... Respondents

Hon.Mr.Justice U.C.Srivastava,V.C.

Hon.Mr. A.B.Gorthi, Member (A)

(By Hon.Mr. A.B.Gorthi, A.M.)

Shri P.N.Chakravorty has filed this application under Section 19 of the Administrative Tribunals Act, 1985 claiming certain pensionary and other benefits to which he became entitled on his retirement from the Railways as Inspector of Works, Pratapgarh on 30.9.87. The details of the amount claimed by him are as shown below:-

(a) Leave Encashment for eight months	-	Rs.17200-00
(b) Arrears of increment	-	Rs. 312-50
(c) Bonus ..	-	Rs. 1300-00
(d) Group Insurance	-	Rs. 300-00
(e) Provident Fund	-	Rs. 6000-00
(f) Transfer and Packing Allowance. ..	-	Rs. 2000-00
		<hr/>
		Total Rs.27112-50

2. The respondents have filed their reply followed by a supplementary reply. From these it appears that the applicant was entitled to leave encashment for 118 days only and that the amount was Rs.9,133/-. Arrears of increment were alre

AS

collected by the applicant through his salary bill for October, 1987. A sum of Rs.1391-30 was passed for payment as bonus. Similarly, a sum of Rs.618/- on account of Group Insurance was also due to him. All these said amounts were ready to be disbursed but the applicant failed to collect them or to make some alternative arrangement for collection. A sum of Rs.31,260/- on account of Provident Fund was however paid to him and no amount is due on this account. As regards the Transfer and Packing Allowances the matter is under consideration.

3. The respondents' version that the applicant failed to collect the amounts which have already been passed for payment smacks of bureaucratic indifference to the plight of a pensioner. It is the bounden duty of the respondents to ensure prompt payment by cheque to the home address of the pensioner, particularly when, as in this case, the pensioner had indicated his permanent home address in his correspondence.

4. We therefore direct the respondents to send the amounts due to be paid to the applicant on account of his leave encashment, bonus and Group Insurance by means of crossed cheque which should be sent to his home address together with simple interest calculated @ 12% per annum from the date of his retirement to the date of payment. The Transfer and Packing Allowances which are yet to be finalised must be finalised within one month from the date of receipt of the order and paid to the applicant as indicated above together with simple interest @ 12% per annum.

5. We dispose of the application in the above terms without any order as to costs.

DT: 9 Sept., 1991. Member (A)

Vice Chairman

(92)

(46)

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
CIRCUIT BENCH, LUCKNOW

Registration No. 217/0000

Paras Nath Chakravorty Applicant

Versus

Union of India & another Respondents

I N D E X

- 1 - - Application 1 to 8
1. Annexure No.1- Letter of the General Manager (Personnel) dated 30.7.1985 regarding intimation of leave to the employee nearing retirement. 9 -
2. Annexure No.2- Applicant's letter dated 16.10.1987 in the form of representation to the DRM against non payment of post retirement benefits. 10
3. Annexure No.3- Applicant's reminder by letter dated 27.11.1987 to the DRM Lucknow claiming payment of amount under various heads. 11 - 12
- S. Vakilatnara 13

P. Chandra

(A7)

Application under Section 19 of the Administrative
Tribunals Act, 1985.

DATE OF FILING

Registration No. 217 of 1900(L)

Signature

Registrar

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
CIRCUIT BENCH, LUCKNOW

BETWEEN

Paras Nath Chakravorty Applicant

AND

1. Union of India through the General
Manager, New Delhi.
2. Divisional Railway Manager, Lucknow.... Respondents

DETAILS OF APPLICATION

I. Particulars of the applicant :

Paras Nath Chakravorty
Son of late B.K. Chakravorty
Worked on the post of Inspector
of Works, Group III , at Pratapgarh
Office of the Inspection of Works,
Northern Railway, Pratapgarh
117 Ravindrapalli, Faizabad Road,
Lucknow.

Noted for
28/11/88
24/11/88
4.5 L.P. side

G. Chandra

(H)

II. Particulars of the respondents :

1. Union of India through the
General Manager, Northern Railway,
Baroda House, New Delhi.
2. Divisional Railway Manager,
Northern Railway,
Hazratganj, Lucknow.

III. Particulars of the order against which
application is made :

The application is directed against non payment
of post retirement benefits such as leave encashment,
arrears of increment, group insurance, bonus, provident
fund arrears and transfer and packing allowance to which
the applicant is entitled.

IV. Jurisdiction of the Tribunal :

The applicant declares that the subject matter
of the non payment of arrears due to the applicant on
his retirement for which he wants redressal is within
the jurisdiction of the Tribunal.

V. Limitation :

The applicant further declares that the appli-
cation is within the limitation prescribed under Section
21 of the Administrative Tribunals Act, 1985.

VI. Facts of the case :

1. That the applicant was appointed as Work
Supervisor in Northern Railway under Lucknow Division
on 17.3.1956. He was subsequently promoted to the post

P. Chandy

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of Inspector of Works Group III on 1.5.1973 and was posted at Pratapgarh. The applicant continued on the said post at Pratapgarh till the date of his retirement from service on 30.9.1987. The last salary drawn by the applicant on the post of Inspector of Works Group III was Rs.2150/- (Basic) plus other allowances.

2. That the applicant was entitled to the post retirement benefits which were not paid to him at the time of his retirement and thereafter. These included leave encashment, arrears of increment, group insurance, bonus, arrears of provident fund and transfer and packing allowances.

3. That in terms of the letter of the General Manager (Personnel), Northern Railway Headquarters, dated 30.7.1985 the employee is entitled to be intimated about his balance of leave to his credit in the notice of retirement one year in advance. The applicant, in compliance with the aforesaid letter, was not informed about the balance of leave to his credit. A photostat copy of the letter dated 30.7.1985 regarding intimation of leave to the employee nearing retirement is filed as Annexure No.1 to this application.

Annexure-1

4. That on the basis of the balance leave to the credit of the applicant, he is entitled to leave encashment for 8 months at Rs.2150/- per month being his salary, which amounts to Rs.17,200/-.

5. That the applicant is also entitled to the

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arrears of increment due from 1.5.1988 at Rs.50/- per month. The applicant was paid only one increment for the month of September 1988, the last month preceding his retirement. This amounts to Rs.312.50 paise.

6. That the applicant is further entitled to six months bonus from April 1987 to September 1987 which has not been paid to him. This amounts to Rs.1300/-.

7. That the applicant is also entitled to the amount of group insurance which was deducted from his salary. The said amount comes to approximately Rs.300/-.

8. That as per the standing orders of the railway administration the provident fund deductions should stop six months prior to the date of retirement of an employee. In the case of the applicant, however, his provident fund deductions continued upto the date of his retirement. The applicant is further entitled to other deductions from his D.A. and bonus etc. made from time to time. Thus the applicant is entitled to the aforesaid provident fund deductions which have not been refunded. In this connection it is stated that no information regarding his balance provident fund amount was furnished to the applicant prior to his retirement. The said provident fund amount, to which the applicant is entitled, comes to approximately Rs.6000/-.

9. That the applicant is further entitled to transfer and packing allowance when he retired as Inspector of Works at Pratapgarh. The said transfer

PH

and packing allowance amounts to Rs.2000/-.

✓ 10. That in the aforesaid circumstances the applicant is entitled to the following post retirement benefits :-

✓ (i) Leave encashment <i>Q. huts</i>	Rs. 17,200.00
X (ii) Arrears of increment	Rs. 312.50
(iii) Bonus	Rs. 1,300.00
✓ (iv) Group Insurance	Rs. 300.00
✓ (v) Provident fund	Rs. 6,000.00
(vi) Transfer & packing allowance	Rs. 2,000.00
TOTAL -	Rs. 27,112.50

11. That the applicant submitted a representation to the Divisional Railway Manager, Lucknow, by his letter dated 16.10.1987 against non payment of the aforesaid post retirement benffits from his home address at 24 Pargana West Bengal. A copy of the said letter was also sent to the office of the Asstt. Engineer and Inspector of Works Pratapgarh. The said letter was duly received at the office of the Divisional Railway Manager, Lucknow, vide A/D receipt dated 21.10.1987. A photostat copy of the applicant's letter dated 16.10.1987 is filed as Annexure No.2 to this application.

Annexure -2

12. That the applicant sent another letter dated 16.11.1987 to the Divisional Railway Manager, Northern Railway, Lucknow, claiming that the provident fund amount paid to him was not correct and that the balance of provident fund amount deducted from his salary upto

A12

the date of his retirement and other provident fund deductions from his D.A. and bonus etc. be also paid to the applicant at his home address. This letter dated 16.11.1987 was also duly received at the office of the Divisional Railway Manager, Lucknow, vide A/D receipt dated 24.11.1987.

13. That when no action was taken on the afore-said letters dated 16.10.1987 and 16.11.1987, the applicant submitted a reminder by his letter dated 27.11.1987 to the Divisional Railway Manager, Lucknow, claiming payment of amount under various heads due to him. The applicant further pointed out that as he is sick, he is unable to come to Lucknow to pursue the matter and as such his dues be sent to him either by cheque or money order. This letter was duly received by the Divisional Railway Manager, Lucknow and the Inspector of Works, Pratapgarh, vide A/D receipts dated 3.12.1987 and 4.12.1987 respectively. A photostat copy of the letter dated 27.12.1987 to the DRM Lucknow, a copy of which was also sent to the AEN and Inspector of Works, Pratapgarh, is filed as Annexure No.3 to this application.

Annexure-3

14. That the applicant was informed by the clerk in the office of the Inspector of Works, Pratapgarh, through a post card dated 12.1.1988 that the bills of arrears due to the applicant under various heads have been sent to the office of the Divisional Railway Manager, Lucknow, but the same are still pending. Thus it is evident that no action regarding the payment of post retirement dues under various heads has been taken

(A13)

by the Divisional Railway Manager, Lucknow, and he is illegally and malafide withholding the same.

15. That aggrieved by the inaction of the Divisional Railway Manager, Lucknow, in clearing off the payment of arrears due to the applicant on his retirement, the applicant has preferred this application before this Hon'ble Tribunal.

VII. Relief sought :

In view of the facts mentioned in para VI above, the applicant prays for the following relief :

That this Hon'ble Tribunal may direct the respondents to make payment of leave encashment, arrears of increment, group insurance, bonus, provident fund and transfer and packing allowance to which the applicant is entitled on his retirement from service as Inspector of Works Group III at Pratapgarh w.e.f. 3.9.1987.

VIII. Details of the remedies exhausted :

That the applicant declares that he has availed of all the remedies by way of representations and reminders to the Divisional Railway Manager, Lucknow, as already stated in para VI above.

IX. Matter not pending with any other court, etc.:

The applicant further declares that the matter regarding which this application has been made is not pending before any court of law or any other authority or any other Bench of the Tribunal.

G. S. Chandra

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X. Particulars of Postal Order in respect of the Application Fee :-

1. Number of Indian Postal Order DD 665 905
5
2. Name of the issuing Post Office High Court Branch
3. Date of issue of Postal Order 24/11/88
4. Post Office at which payable

XI. Details of Index :

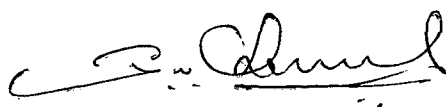
An index in duplicate containing the details of the documents to be relied upon is enclosed.

IN VERIFICATION :

I, Paras Nath Chakravorty, son of late B.K. Chakravorty, aged about 59 years, resident of 117- Ravindrapalli, Faizabad Road, Lucknow, do hereby verify that the contents from paras I to XI are true to my personal knowledge and belief and that I have not suppressed any material facts.

Place :

Date :


Signature of the applicant.



In the Central Administrative Tribunal
Circuit Bench Lucknow

(9)

Registration No

41980

Paras Nath Chakravarty - - - Applicant

Union of India & others - - - Respondents

Annexure No 1

(A/S)

NORTHERN RAILWAY,
Headquarters Office,
Baroda House,
New Delhi.

GM(P) Letter No. 443E/14-VII/EM
dated 30-7-85 P.S.No. 8779

Sub:- Intimation of Leave to the employee
who is nearing retirement.

As ordered by G.M. it has been decided in consultation with F A & C A O, that in future the balance of leave i.e. (LAP + LHP) which may be at the credit of the employee who is nearing retirement should invariably be intimated to him by proceeding a column in the notice of retirement being advised one year in advance as per extent order.

The leave taken by the employee during the period before the date of notice and actual date of retirement will however be deducted/adjusted from leave shown at his credit while finalising his cashment of leave.

(M.P.Sharma)
for G.M.(P)
29.7.85

Attested/True Copy
L. M. Sharma
Advocate

In the Central Administrative Tribunal
Circuit Bench, Lucknow
Registration No 41988

(10)

Paras Nath Chakravarty — Applicant

Union of India & others — Respondents

Amicus Curiae No 2

3112 2001
NORTHERN RAILWAY

31/08/2001
Genl. 99/L

NO P-1/87 Dated 16-10-87

To - The Divisional Railway Manager.
N.Rly. Lucknow

(16)

Re:- Non Payment of Settlement dues.

Respected Sir:-

I have honour to say your kind attention
for my settlements dues at your. as I have been
retired from service from the post of 10M/4 III under 10M
N.Rly. PNH. on 30-7-87.

I received only my PF and the following dues
are still lying unpaid, which may kindly be arranged
as an early to my following address through check or
M.O.

1 (1) Dues. (1) leave encashment —

(2) Life insurance =

(3) Arrear of increment from 1-5-87 =

(4) Transfer and packing allowances =

(5) Bonus for 1987 & 88 =

(1) Address:- P.N. Chakravarty

63 - National land concerned

P.O. Ashok Nagar

DIST:- 24 - Pargana

W.B. (N).

Pin Code:- 743222.

yours faithfully

[Signature]

Copy. AEN. 410W-PNH for information and arranging early
Payment please. Attested. Copy

[Signature]

yours faithfully

L.P.

P/1/87.

ANNEXURE No 3

dt. 27/11/87.

From:- p. M. Chakravorty.

C. S. N. L. C. Burmah Colony.

P. C. Ashok Nayar.

Distt:- 24 Parganna (M) (W.B.)

To.

The Divisional Rly Managers.

N. Rly. Lucknow.

Sir,

It is very regrettable to say that I retired on 30th Sep 1987. as 10W/G II/PSH. But near about 2 month has passed I have only received my P.F. which is also in complete, and other dues are still detain in your office.

I have attended 10W/PSH office on 18/11/87 to enquer regarding my payment, but and found not a single bill passed from your office as stated by clerk 11W/PSH office. More over I like to draw your attention that my Pension paper also not received by ALD/Bendu Ashok Nayar up till now.

I have vacated my or well in time and now there is no place for me to stay at PSH, so I came back to my house in sick condition. Sick memo attached here with

In such a condition now I am unable to go every week & then for my dues at PSH.

So it is request your honor to please arrange to pay my arrears dues by cheque or by M.O.

The dues

Thanking you.

- 1) Arrear of increment.
- 2) Leave in cashment.
- 3) Transfer & packing allowance.
- 4) Insurance.

yours faithfully

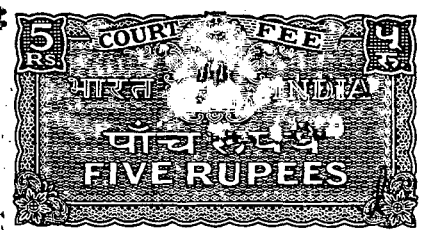
P. M. Chakravorty

11/11/87

D. H. Medical Certificate

P.T.O.

P. M. Chakravorty



(13)

अदालत श्रीमान *In the Central Administrative Tribunal*
 बादी (मुद्दी) *Circuit Bench Lucknow* महोदय
 प्रतिवादी (मुद्दालेह) का **वकालतनामा**

Registration No 41988 A18

Paras Nath Chakraborty
 वनाम
Union of India

बादी (मुद्दी)
 प्रतिवादी (मुद्दालेह)

नं० मुकद्दमा सन् १९ पेशी की ता० १९ ई०
 ऊपर लिखे मुकद्दमा में अपनी ओर से

Dr. L.P. Shukla एडवोकेट
 Advoca वकील महोदय

नाम अदालत
 नं० मुकद्दमा
 नाम फाइल

को अपना वकील नियुक्त करके (इकरार) करता हूँ और लिख देता हूँ 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 तस्दीक करें या मुकद्दमा उठावें या कोई रुपया जमा करें या हमारी या विपक्ष (फरीकसानी) का दाखिल किया रुपया अपने या मारे हस्ताक्षर-युक्त (दस्तखती) रसीद से लेवें या पंच नियुक्त करें। वकील महोदय द्वारा की गई वह कार्यवाही हमको सर्वथा स्वीकार है और होगी। मैं यह भी स्वीकार करता हूँ कि मैं हर पेशी स्वयं या किसी अपने पैरोकार को भेजता रहूँगा। अगर मुकद्दमा खदम पैरवी मेरे एक तरफा मेरे खिलाफ फैसला हो जाता है उसकी जिम्मेदारी मेरी वकील पर न होगी। इसलिए यह वकालतनामा लिख दिया कि प्रमाण रहे और समय पर काम आवे।

[Signature]
 हस्ताक्षर

साक्षी (गवाह) साक्षी (गवाह)

दिनांक महीना सन्

Accepted
Vaishampayan Shukla
 Advocate

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL

SETTING AT LUCKNOW

REGISTRATION NO. 217 of 1988.

P.N. Chakravarti.....Applicant.

AND

Union of India.....Respondents,
and others.

COUNTER REPLY

Fixed for-

I. J. N. Sivaranta working as
Asstt Personnel Officer Northern Railway,

Hazratganj. Lucknow, do hereby solemnly affirm
and state as under :-

I. That the above named official of the
Respondents is well conversant with the facts
of the case and has read the Claim Application
and understood its contents and has been
authorised by the respondents to file this
Counter Reply.

II. That the contents of paras I to V of
the application do not call for reply.

Contd....2

Recd. 1. 2/1/89
2/1/89
Asstt. Personnel Officer
N. R. Lke

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III. That reply to the contents of para VI of the application is as follows :-

1. That the contents of para 1 of the application is admitted.

2. That the contents of para 2 of the application is not admitted as stated. The leave encashment bill for the balance LAP 118 days at his credit on the date of retirement was passed for Rs. 9133/- and the amount of Group Insurance was passed by the Sr. DAO LKO under CO 7 No. 032994 dated 4-2-88 and CO 7 No. 0303008 dated- 5.2.88 respectively but the applicant did not turn up to receive the same. No arrears of increment is due to be paid. The applicant has been paid the final Provident Fund dues i.e. Rs. 31260/- on 12.10.87 and no Provident fund balance is left with answering respondents.

3. That the contents of para 3~~20~~ of the application is denied. The applicant being senior subordinate was well in touch the office to know the balance of leave at his credit, and he could himself verify the same after each time he availed the leave.

Asstt. Personnel Officer
N. R. Lko.

Contd....3

(A21)


4. That the contents of para 4 of the application is not admitted as stated. After the retirement of the applicant he had only 118 days of balance leave on full pay at his credit and not 8 months as stated. Rs. 9133/- was already passed on the said account but the applicant did not turned up to receive the same.

5. That in reply to the contents of para 5 of the application it is specifically stated that nothing is due to the applicant on this account as his increment was sanctioned on his due date.

9. 6. That ~~the~~ in reply to the contents of para 6 of the application it is stated that the matter of payment of bonus is already under consideration.

7- That in reply to the contents of para 7 of the application it is stated that the amount of Group Insurance was already passed under CO 7 NO. 032994 dated 4.2.88 but the applicant did not turned up to receive the ~~the~~ same.

8. That the contents of para 8 of the application is not admitted as stated. The applicant has already been paid his entire provident fund dues at his credit up to the date


Asstt. Personnel Officer
N R LI

Contd...4

222

of his retirement, i.e. 31.9.87 and nothing

✓ is left to be paid to him on this account.

9. That ~~th~~ in reply to the contents of para 9 of the application it is stated that the matter of payment of transfer and packing allowance is already under consideration and as soon as it is finalised, the arrangement for payment of the same will be made to the applicant.

10. That in reply to the contents of para 10 of the application it is stated that the amounts on account of leave encashment as well as Group Insurance has already been passed on 4.2.88 and 5.2.88 respectively as stated above but the applicant himself did not turned up to receive the same. The amount in respect of arrears of increment and provident fund has already been paid to the applicant and nothing is left to be paid to the applicant on this account. The matter regarding payment of bonus and transfer and packing allowance is under consideration and which will be paid to the applicant after its finalisation.

11. That the contents of para 11 of the application is denied for want of knowledge.

[Signature]
Asstt. Personnel Officer
N R L

Contd...5

A23

The said representation is not in the records of the answering representations.

12. That the contents of para 12 of the application is categorically denied. A perusal of alleged representation would itself explain that no where in the said alleged representation the applicant has claimed his balance of arrears of provident fund.

13. That the contents of para 13 of the application needs no comments.

14. That in reply to the contents of para 14 of the application it is stated that as and when the applicant received the information through a letter of a clerk under IOW/Pratapgarh, he should have contacted personally to IOW/PBH/AEN/PBH and received the payment.

15. That the contents of para 15 of the application needs no comments.

IV. That the applicant is not entitled to claim any such relief as claimed in this application.

That the representations as alleged in para VIII of the application do not appear to

Asstt. Personnel Officer.
N. R. Lko.

A 24

be in the records of the answering respondents.

VI. That the contents of paras IX, X & XI need no comments.

LUCKNOW.

DATED : 21-7-89

[Signature]
RESPONDENT
Asst. Personnel Officer
N. R. Lko.

VERIFICATION

I, *J. N. Srivastava* working as
Asst. Personnel Officer Northern Railway,
Lucknow do hereby that the contents of para 1
of this reply is true to my personal knowledge.
and those of paras II to VI are true on the
basis of official records and legal advice
and I have not suppressed any material facts.

LUCKNOW.

DATED: 21-7-89

[Signature]
Asst. Personnel Officer
RESPONDENT
N. R. Lko

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
LUCKNOW BENCH, LUCKNOW

Registration No. 217 of 1988

P.N. Chakravarti Applicant

Versus

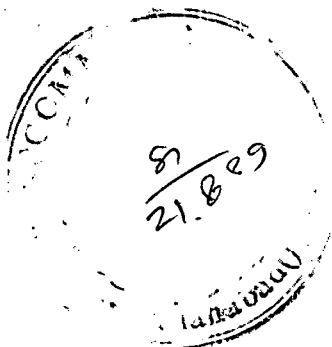
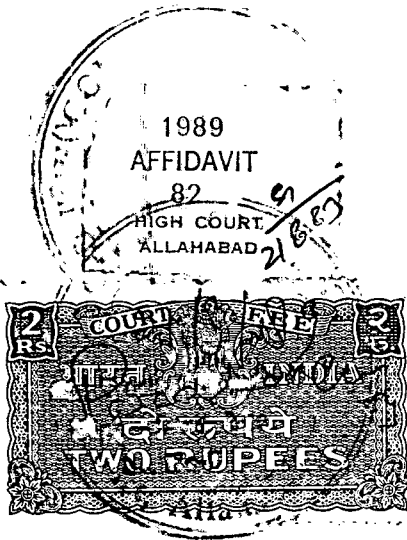
Union of India & others Opposite Parties

Rejoinder affidavit to the
counter reply.

I, Paras Nath Chakravarti, son of late B.K.

Chakravarti, resident of 63, National Land Concerned,
P.O. Ashok Nagar, District 24 Pargana, West Bengal (N)-
Pin 743 222, do hereby solemnly affirm and state on
oath as under :-

1. That the deponent is the sole applicant in the above noted case and as such is fully conversant with the facts deposed to herein.
2. That the deponent has read and fully understood the contents of the counter reply filed on behalf of opposite parties.
3. That para 1 of the counter needs no reply.
4. That the contents of para 2 of the counter are misleading and hence denied. It is pertinent to mention that the leave encashment has been arbitrarily fixed treating balance LAP 118 days only while



Paras Nath Chakravarti

(A28)

the deponent is entitled for leave encashment for 8 months. Answering opposite parties have not disclosed the details of fixation and calculations of leave encashment. The deponent was entitled to know the details of balance leave (LAP as well as LHAP) well in advance prior to his retirement as per circular No.443E/14-VII/EM dated 30.7.1985 issued by the General Manager, Northern Railway, New Delhi. But the said circular dated 30.7.1985 was not complied with in the case of deponent. It has not been disclosed in the counter reply whether the deponent's sick period of 98 days from 14.4.1986 to 20.7.1986 was converted into 196 days LHAP which is admissible under the relevant rules and the same was demanded by the deponent and the same was also recommended by the Inspector of Works, Northern Railway, Pratapgarh through letter No.E/3/86 dated 22.7.1986. It is pertinent to mention that the deponent is entitled to get encashment of 98 days in addition to the encashment of 118 days LAP. A photostat copy of the letter No.E/3/86 dated 22.7.86 is filed as Annexure No.4 to this rejoinder affidavit.

Annexure-4

Secondly, no information whatsoever was given to the deponent with respect to the letters dated 4.2.1988 and 5.2.1988 referred to in para under reply. The deponent had already informed the opposite parties through his letter dated 27.11.1987 (Annexure No.3 to the claim petition) that he had permanently shifted to West Bengal with the expectation to receive information as well as dues at his permanent residence. The deponent is entitled to get extra costs on this score alone.

[Handwritten signature]

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21.8.89

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In the aforesaid circumstances this Hon'ble Tribunal may summon the original records from the custody of opposite parties for adjudging the propriety of the dues.

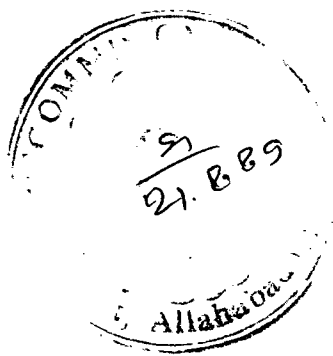
5. That the contents of paragraphs 3 and 4 of the counter reply as stated are not admitted and in reply the contents of para 3 of the claim petition and para 4 of this affidavit are reiterated as correct.

6. That the contents of para 5 of the counter reply are not admitted. It is pertinent to mention that the annual increment became due on 1.5.1987 and the same was sanctioned by the competent authority. However the sanction memo was issued in the end of August, 1987 and as such the said annual increment @ Rs.50/- per month could not be paid for May 1987 to August 1987 and the same is still unpaid. The contents of para 5 of the claim petition are reiterated.

7. That in reply to para 6 of the counter reply is stated that the non payment of bonus has been admitted by the answering opposite party.

8. That para 7 of the counter reply is not admitted and in reply it is stated that no information was given to the deponent with respect to the amount of group insurance. It is reiterated that the said amount should have been sent through a crossed cheque to the deponent at his permanent address already intimated to opposite parties.

[Handwritten signature]



AS

9. That the contents of para 8 of the counter reply are not admitted and in reply the contents of para 8 of the claim petition are reiterated. In this respect the opposite parties may be directed to furnish detailed calculations of provident fund account and decision taken on representation dated 16-11-1987 received by O.P. No. 2 on 26-11-1987. A photo copy of letter dated 16-11-1987 is filed as Annexure No. 5 to this affidavit.

10. That in reply to para 9 of the counter it is stated that the answering opposite parties have themselves accepted that transfer and packing allowances are yet to be paid.

11. That the contents of para 10 of the counter reply as stated are not admitted and in reply the contents of para 10 of the claim petition and para 4 of this affidavit are reiterated a

12. That para 11 of the counter as stated is not admitted and in reply para 11 of the claim petition is reiterated.

13. That para 12 of the counter as stated is not admitted and in reply para 12 of the claim petition is reiterated.

14. That para 13 of the counter needs no reply.

15. That the contents of para 14 of the counter reply as stated are denied. It is reiterated that the answering opposite parties responsible for various payments did not care to send any authentic information

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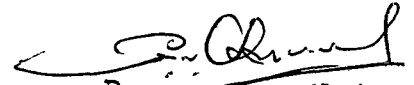
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with regard to final sanction of various dues. However, the deponent is entitled to receive his dues at his permanent address through cheque.

16. That para 15 of the counter needs no reply.

17. That paras IV and V of the counter are not admitted and in reply the contents of paras IV and V of the claim petition are reiterated.

Lucknow Dated:
August 21/8 1989.


Deponent.

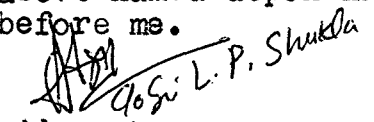
Verification

I, the above-named deponent, do verify that the contents of paragraphs 1 to 17 of this affidavit are true to my own knowledge. No part of it is false and nothing material has been concealed. So help me God.

Lucknow Dated:
August 21/8, 1989.


Deponent.

I identify the above-named deponent who has signed before me.


Advocate.

21.8.89

ANNEXURE No 4

को. एल. 19/CL. 19.
पत्रक 99-गण/Genl. 99-Large

उत्तर रेलवे/NORTHERN RAILWAY

No E/3/86. Dated 22-7-86

To: JRM/N.Rly/40.

Thru:- Assistant Engineer,
N.Rly. Pratapgarh.

Office of JRM/N.Rly.
Pratapgarh.

Change memo in favour of Shri P.N. Chakravarty
100/Gr 110

In reference to this office letter of ev
no dated 6-6-86 ~~and~~ it is to inform you
that Shri P.N. Chakravarty 100/Gr 110 has resumed
duty wef 21-7-86 P.M. He was under the treatment
of Mo/Sukhpal Nagar, Ambikapur signed by Memo/PA
Civil Hospital. from the period from 14-4-86 to 21-
after that period from 02-7-86 to 20-7-86 has been treated
as RMC as per fit Certificate No. 774552 dt 21-7-86
by Admo/PSH. N.Rly.

The applicant has applied for entire period
to treat & in commuted leave i.e. from 14-4-86 to 20-
and the original application of Shri P.N. Chakravarty along
with RMC No 774552 are enclosed here with for your
further disposal and issue necessary change memo.
that pay can be regularised accordingly.

DA.

Period:- 14-4-86 to 14-5-86 = 31 day } Total =
15-5-86 to 14-6-86 = 31 " } 98 day
15-6-86 to 14-7-86 = 30 " }
15-7-86 to 20-7-86 = 6 "

(i) Fit Certificate No
774552 dt 21-7-86

(ii) Application of Shri P.N.
Chakravarty for commuted leave
Both are original

SPECIAL
OFFICIAL
PRATAPGARH
PSH.

87
21.8.86

ANNEXURE No 5

(A3)

To.

The Divisional Rly Manager.

M. P. Y. Lucknow.

11/11/87
Sir,

I beg to say that I retained on 30/9/87
from the post of 100/6 III/PB41.

From P. F. I have received only Rs 31,260/-
and I feel that the above amount is not correct.
Because my regular deduction of P. F. was made
up to 12/8/87 to 14/9/87, and it is thought that
up to date entry in ledger is incomplete.

So, it is request your honor to please look
into the matter and arrange to send my remittance
amount by cheque under given address.

Yours kind and favorable action
solicited.

Thanking you

Yours faithfully

S. Chatterjee

(P. H. Chatterjee)

63, M. L. C. Burmah Colony

P. O. Ashok Nagar

Dist:- 24 Pargana (N) (W.B.)

P. Chatterjee

21/10/87.

21.8.89

BEFORE THE CENTRAL ADMINISTRATIVE TRIBUNAL
CIRCUIT BENCH LUCKNOW

REGISTRATION NO. 216 OF 1988.

P.N. Chakravarti.....

Applicant.

VERSUS

Union of India & others.....

Opp. parties.

SUPPLEMENTARY TO REJOINDER TO APPLICANT

I, *Bhas Singh*, working as *Asst. Person*
officer
in the office of Divisional Railway Manager,

Northern Railway, Hazratganj, Lucknow, do hereby solemnly
affirm and state as under:-

1. That the above named official is working in
the office of Divisional Railway Manager Northern Railway
Manager, Northern Railway, Hazratganj, Lucknow and as such
fully conversant with the facts and circumstances of the
case. Also he has been authorised by the opposite parties
to file present reply.

2. That the contents of paras 1 to 3 of the
rejoinder affidavit do not call for any comment.

3. That the contents of para 4 of the rejoinder
affidavit are wrong and as such denied. It is further
submitted that applicant has already been given the
benefit of commuted leave of RMC period from 14.4.86

to 30.7.86 by differing his LEAP period and this period

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9819
Divisional Railway Manager
Northern Railway
LUCKNOW

A 33


: 2 :

has not been debited from his LAP period. Therefore, the leave encashment for 118 days LAP has been rightly evaluated.

4. That the contents of para 5 of the rejoinder affidavit are wrong as such denied, and also averments made in para 2 of the present reply are re-iterated.

5. That the contents of para 6 of the rejoinder affidavit are not admitted as stated. It is submitted that it has come to notice of authorities that arrears of increment from 1.5.87 to 30.9.87 has been drawn through salary bill of October 1987 and which he would have received with the salary

6. That in reply to para 7 of the rejoinder affidavit, it is stated that amount of bonus for Rs. 1591.30 was passed for payment in October 1988 for the year 1987-88 but applicant did not turn up to receive it. Also it was in the knowledge of the applicant, that amount of bonus is payable for the preceding year 1987-88 in the month of September/October of the year 1988. It is further to add here that neither applicant turn up to receive the amount nor he sent any message to Assistant Engineer/TOW Pratapgarh to get it remitted to his house address. As a consequence this amount has gone unpaid and returned by the cashier for deposit.

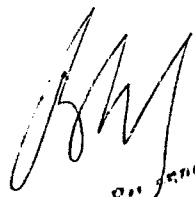

Assistant Personnel Officer
Northern Railway

(A34)

7. That the contents of para 8 of the rejoinder affidavit are wrong and as such not admitted. It is further submitted that applicant never made a request for remitting the payment of Group Insurance as well as leave encashment dues to him at his house address.

8. That in reply to para 9 of the rejoinder affidavit, it is stated that payment of PF dues
 L / has already been paid to applicant and records are being called for from the Senior Divisional Accounts Officer to re-check the correctness.

9. That in reply to paras 10 and 11 of the rejoinder affidavit, it is stated that applicant had leave balance at his credit was only 118 days and the payment of the same was arranged but since applicant abstain from collection of amount, the amount of Rs. 9133=00 gone unpaid. ~~As~~ Also the Group Insurance of Rs. 618 which was passed for payment alongwith the leave encashment has also gone unpaid. Therefore, necessary recourse for re-credit of the same is being taken and payment will be arranged at an early date, provided he submits the prescribed proforma duly completed.


Divisional Personnel Officer
Northern Railway, Lucknow.

10. That the contents of paras 12 to 14 of the rejoinder affidavit are not admitted as stated and paras 11, 12, 13 and 14 of the counter reply are re-iterated.

: 4 :

(Handwritten initials)

11. That the contents of para 15 of the rejoinder affidavit are denied. Also averments made in para 14 of the counter reply are re-iterated.

12. That the contents of paras 16 and 17 of the rejoinder affidavit do not call for any reply. It is further submitted that averments made in para IV and V of ~~para~~ 15 of counter reply is re-iterated.

Lucknow;

Dated; 30/8 /1991.

VERIFICATION:

I, the abovenamed official do hereby verify that the contents of paras 1 ~~to~~ are true to my own knowledge and those of paras 2 to 12 are based on advice and records. No part of it is false and nothing material has been concealed. So help me god.

Lucknow;

Dated; 30/8 /1991.

(Handwritten signature)
District Personnel Officer
Northern Railway, Lucknow.
30/8

.....
Ministry of

विभाग
कार्यालय

Department of.....
Office

..... अनुभाग
SECTION

टिप्पणियां/पत्राचार
NOTES/CORRESPONDENCE

विषय
Subject

..... को सूचीकृत की गई
Indexed on

आक्षेप
Initials

अभिलेख क/ख
Record A/B

अभिलेख न में नष्ट की जाय
Record C. Destroy In

अनुभागीय नोट बुक में नोट किया जाय
नोट न किया जाय

To be noted In Sectional Note Book
Not to be noted

अनु० अ०/अधीक्षक के आक्षेप
Initials of S. O./Supdt.

द्विपिक के आक्षेप
Initials of Clerk

पिछले हवाले
Previous References

बाद के हवाले
Later References

