

BEFORE THE CENTRAL ADMINISTRATIVE TRIBUNAL
NEW BOMBAY BENCH, NEW BOMBAY 400 614

TR.NO. 494/86

Shri Uttamrao D. Sawant
Residing at 45/8 Commissariat Road
Kirkee, Pune 3.

APPLICANT

V/S.

Union of India
Through
The Secretary,
Ministry of Defence,
Govt. of India,
New Delhi.

RESPONDENTS

2. The General Manager,
Ammunition Factory,
Kirkee, Pune 3.
3. The Controller of Defence Accounts (Fys)
9, Chittranjan Avenue, Calcutta-72
4. The Joint Controller of Defence Accounts(Fund)
Meerut Cantonment.

CORAM : Hon'ble Vice Chairman B C Gadgil
Hon'ble Member (A) P.Srinivasan

APPEARANCE :

Applicant in person

Mr. M.I.Sethna
Advocate
for the Respondents

JUDGMENT

Dated: 20.1.1988

(PER: Mr.B.C.Gadgil, Vice Chairman)

Regular Civil Suit No. 1537 of 1982 on the file
of the Civil Judge, Senior Division, Pune is transferred
to this Tribunal for decision.

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..2/-

2. Plaintiff was an employee in Ammunition Factory. He joined service in 1939 and retired on 31.5.1979. He was a foreman in the organisation at the time of retirement. The plaintiff was a subscriber to the General Provident Fund. After retirement he was entitled to get back the amount at his credit in the said fund. Accordingly, he got the amount of Rs.40,057/- on 12.2.1980. The plaintiff filed the suit in question making a grievance that his provident fund account was not properly maintained. For example, it is alleged that in the year 1967-68 the credit is shown less by Rs.350/-. At the end of the earlier year (1970-71) the balance was shown as Rs.7,999/- but the opening balance in the statement for the next year 1971-72 was shown as Rs.7,938/- and the interest was reduced by Rs.3/-. The plaintiff claims that in this way there is short credit of Rs.64/- (Rs.61 + 3). The third claim of the plaintiff is that in 1974-75 certain D.A. increases were payable and 50% of the said amount was to be credited in the provident fund. According to him a sum of Rs.362.90 was liable to be credited in his account as 50% of the increased D.A. and that the account does not contain this credit. In addition, he has also prayed for interest as there was a delay of 8 months in paying the provident fund amount. He retired on 31.5.1979 while the payment was made on 12.2.1980. Interest for only six months had been paid and he wants interest for two more months.

3. The respondents have filed their written statement. In substance they contend that the various claims made by the applicant are not tenable. They say that the account maintained by them is quite correct and that the plaintiff was not entitled to any of the amounts .. 3/-

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as claimed in the suit.


4. When the matter was called out for hearing on 15.1.1988 we asked the applicant to verify the record that were brought by the respondents and see as to whether the claims made by him are tenable. The records were shown to the applicant in the presence of the respondents' advocate Mr.M.I.Sethna. Thereafter the applicant made a statement that except for his claim of interest for an additional period of two months nothing is due to him. The amount of the interest was agreed to at Rs.552/-. Thus the applicant is entitled to get Rs.552/-.

5. The applicant, however, wants that he should get the costs of the suit. He contended that he engaged a lawyer in the Civil Judge's Court and has also incurred considerable expenditure in conducting the case. It is here material to note that after verifying the records the applicant was satisfied that all his claims except one were not tenable. In this background we think that the interest of justice will be met if we direct the parties to bear their own costs. Hence, we pass the following order.

ORDER

The respondents should pay Rs.522/- to the applicant within three months from today. Parties to bear their own costs.


(B.C.Gadgil)
Vice Chairman


(P.Srinivasan)
Member (A)