

(3)

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL

NEW BOMBAY BENCH

O.A. No. 129/91
xTxAxxNx.

198

DATE OF DECISION 18-4-1991

Mrs.Rahel Cherian George Petitioner

Mr.D.V.Gangal Advocate for the Petitioner(s)

Versus

Union of India and one another Respondent

Mr.V.S.Masurkar Advocate for the Respondent(s)

CORAM

The Hon'ble Mr. M.Y.Priolkar, Member(A)

The Hon'ble Mr. T.Chandrasekhara Reddy, Member(J)

1. Whether Reporters of local papers may be allowed to see the Judgement ? *Yes*
2. To be referred to the Reporter or not ? *No*
3. Whether their Lordships wish to see the fair copy of the Judgement ? *No*
4. Whether it needs to be circulated to other Benches of the Tribunal ? *No*


(M.Y. PRIOLKAR)
Member(A)

BEFORE THE CENTRAL ADMINISTRATIVE TRIBUNAL
NEW BOMBAY BENCH

O.A.129/91

Mrs. Rahel Cherian George,
T-21/3, Naval Armament Depot Colony,
Mankhurd,
Bombay - 400 088.

.. Applicant

vs.

1. Union of India
through
The Flag Officer Commanding-in-Chief,
(For Command CSO P&A)
Headquarters Western Naval Command,
Bombay - 400 001.
2. Commodore,
Chief Staff Officer(P&A),
Estate Officer,
Headquarters Western Naval Command,
Bombay - 400 001. .. Respondents

Coram: Hon'ble Member(A) Shri M.Y. Priolkar

Hon'ble Member(J) Shri T.Chandrasekhara Reddy

Appearances:

1. Mr.D.V.Gangal
Advocate for the
Applicant.
2. Mr.V.S.Masurkar
Advocate for the
Respondents.

ORAL JUDGMENT:
(Per M.Y. Priolkar, Member(A))

Date: 18-4-1991

The applicant who is a civilian employee under the Western Naval Command was allotted temporary accommodation initially in 1975 and, later on, she was shifted to another temporary accommodation in 1986.

Admittedly, there are no rules in the department governing such temporary accommodation and, according to the respondents, this temporary accommodation was allotted purely on compassionate grounds. The grievance of the applicant is that she has now been allotted a permanent accommodation on 12-7-1990 and the present temporary accommodation has been cancelled although

she is not willing to move to the permanent accommodation.

2. The allotment of the permanent accommodation and the cancellation of the temporary accommodation is challenged on the grounds that the applicant has been living in the temporary accommodation for more than 16 years, that other allottees of temporary accommodation including those in the same barrack are not being shifted, that she had never applied for any permanent accommodation, that she will be put to lot of additional expenditure if she has to shift to permanent accommodation and also that the eviction order passed by the Estate Officer is bad in law since no service requirement on the basis of which temporary accommodation was cancelled was ~~not~~ established before the Estate Officer, that she was not an applicant for permanent accommodation and also on the ground of discrimination as between similarly situated persons.

3. It is seen from the letters of allotment of temporary accommodation that it was one of the conditions of allotment that she will have to vacate it as and when required for service requirements, without any alternative accommodation being provided. The allotment of temporary accommodation was also subject to an undertaking being signed to that effect and this requirement was duly complied with by the applicant. As regards legality of the order of allotment of permanent accommodation in the absence of any specific rules on the subject, we will have to rely only on the principles of natural justice. Judged in

this light, we do not think that the allotment of permanent accommodation is vitiated by infringement of natural justice. The permanent allotment is admittedly in the same colony and in the vicinity of the existing temporary accommodation. The respondents have stated that other employees who have been mentioned in the application, as being longer stayees than the applicant in temporary accommodation, will also be moved in phases to the permanent accommodation. What should be the service requirement is in the realm of executive discretion and we do not think that it is necessary for us to go into that question. Obviously, temporary accommodation by its very nature cannot be a permanent arrangement and sooner or later has to yield place to permanent accommodation. Mere stay of 16 years or so will not give any vested right to the applicant to continue according to her choice in the temporary accommodation. We do not find any substance in her grievance that permanent accommodation is being allotted to her without even applying for it, since temporary accommodation according to the allotment letter could be cancelled even without allotment of any permanent accommodation. The only reason for her reluctance to move to the permanent accommodation seems to be that it will involve some additional expenditure on shifting of household effects, telephone, etc. But we think that such expenditure would be unavoidable in a situation of this kind.

(X)

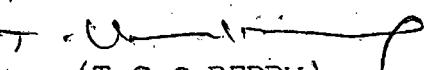
4. In the above circumstances we see no merit in this application which is accordingly dismissed with no order as to costs.

T. C. S. REDDY
(T.C.S.REDDY)
Member (J)

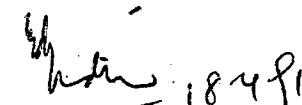
M. Y. PRIOLKAR
(M.Y.PRIOLKAR)
Member (A)
18/9/91

After the above judgment was dictated in the open Court, the learned counsel for the applicant prayed for permission for retention of the quarter for another six months. He stated that the applicant is planning to shift to her own accommodation within that period and also stated that the permanent accommodation already allotted may be cancelled in case the prayer for retention of temporary accommodation is granted. We agree to this, after hearing the respondents' counsel also, subject to the condition that the applicant will have to pay rent in accordance with the rules, for both the temporary accommodation until it is actually vacated and for the permanent accommodation from the date of allotment to the date of its cancellation. The respondents are directed to cancel the permanent accommodation allotted to the applicant and permit the applicant to be in occupation of the temporary accommodation already in her possession till 31st October, 1991. The respondents will, however, have the liberty to evict the applicant even earlier in case the barrack where she lives

is earmarked for demolition and the other occupants therein are also shifted elsewhere before 31st October, 1991. The applicant's counsel, after consulting her, gives an undertaking in the Court that the applicant will forthwith vacate the temporary accommodation, without asking for any alternative accommodation, in case this particular barrack is required to be demolished within that period.



(T.C.S.REDDY)
Member(J)


M.Y. PRIOLKAR
Member(A)