

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL,
MUMBAI BENCH, MUMBAI.

1. ORIGINAL APPLICATION NO.713/98,
2. ORIGINAL APPLICATION NO.868/98, and
3. ORIGINAL APPLICATION NO.869/98.

Friday, this the *30th* day of March, 2001.

Coram: Hon'ble Shri B.N.Bahadur, Member (A),
~~Shri D.L. Jain, Member (B).~~

K.K.Rajbanshi,
Flat No.211, Samrat
Garden, Near Lohia Park,
Hadapsar,
Pune - 411 023.

... Applicant.

(Applicant in person)

Vs.

1. The Union of India,
through the Secretary,
Ministry of Finance,
New Delhi.
2. The Controller General of Defence Accounts,
Block V, R.K.Puram,
New Delhi.
3. The Area Accounts Officer (CDA CC),
Mahatma Gandhi Road,
Agra Cantt.
4. The Principal Director,
(Erstwhile Director),
Defence Estates, HQ. CC.,
Lucknow Cantt.
5. The Joint Controller of Defence Accounts (Funds),
Meerut Cantt.
6. The Cantonment Board,
Through its Secretary,
Agra Cantt.

... Respondents.

(Except Respondents No.3 and 6 in
OA 868/98, rest of the Respondents
are common in all the above three
OAs).

(By Advocate Shri R.R.Shetty for
Shri R.K.Shetty)

: ORDER :

{Per Shri B.N.Bahadur, Member (A)}

This is a batch of three Applications made by the same Applicant viz. Shri K.K.Rajvanshi. Since the relief sought and the issues and grievances are inter-related/similar, these three OAs were heard together and are being disposed of through this common order. (Needless to say, wherever differences in fact etc. occur, these will be brought out). In the first OA, numbered 713/98, the Applicant seeks the relief for a refund of Rs.1,120/- which he states was deducted from his salary by JCBA Funds, Meerut. Applicant also seeks 18% interest from August, 1999 till date of payment. The Applicant, further seeks to be paid a sum of Rs.1,000/- spent by him on stationery, postage etc. "due to defiant attitude of Defence Accounts Department", and a sum of Rs.50,000/- as damages for mental torture, agony etc. In the second OA, numbered 868/98, the Applicant seeks amounts of Rs.1,365/- and Rs.510/- through Principal Director, Defence Estates, Headquarter, Lucknow, Cantonment plus interest and similar amounts of postal charges/damages. In the third OA numbered 869/98, the Applicant seeks that a sum amounting to Rs.6,423/- be paid to him through Principal Director, Defence Estate Headquarter, Lucknow Cantonment, apart a sum of Rs.500/- on account of postage and stationery and an amount of Rs.50,000/- as damages for mental torture, agony etc.

2. In the first OA (713/98), the Applicant's claim is that when he retired on superannuation from Central Command, Lucknow on 31.8.1992 certain sum of money were deducted, out of which the amount of Rs.1,120/- has not been settled till date. This amount was to be credited to Applicant's GPF Account

maintained by Jt. Controller of Defence Accounts (Funds) [JCDA (Funds)], Meerut Cantonment. Representations made by him elicited a reply dt. 12.2.1993 from the said JCDA referring him to some other Office. Thereafter, in the OA, the Applicant contends that he was corresponding from agency to agency and describes how he is aggrieved. It is the contention of the Applicant that all documents asked for were supplied to the various authorities. Even a representation to the Controller General, Defence Accounts, New Delhi, the highest concerned authority, has not elicited any reply.

3. The Respondents have filed a written statement stating that an amount of Rs.2,626/- was paid to the Applicant, which includes the disputed amount of Rs.1,120/- along with Rs.1,504/- as interest upto February, 1999 by cheque dt. 15.2.1999 and that this cheque also included some other amounts. Thus, they contend that the cause of grievance of the applicant does not survive. The Respondents further states that this is a pure money claim and is in any case, barred by limitation being more than 7 years old. A Rejoinder filed by the Applicant has also been seen, as also the Sur-Rejoinder and other papers.

4. In OA 868/98, the core fact brought out by the Applicant is that the amount from his Salary deducted as subscription to Provident Fund (PF) during his service in Agra w.e.f. 29.12.1955 to 4.4.1974 was credited to Contributory Provident Fund Account, an equal amount was credited by the Cantonment Board. Further, in the OA, various details of his career ahead have been given with reference to the amount those were deposited. The relevant point made is that an

amount of Rs.510/- which represented the Additional D.A. which was to be credited compulsorily to GPF was despatched properly to Area Accounts Officer, but not credited since the said Officer failed to send it to JCDA (Funds) Meerut. Similarly, the amount of Rs.1,365/- had also been despatched vide MRO dt. 17.5.1982 to the Meerut Office, but was not credited.

5. The Respondents, in their written reply statement take a point that the cause of action in respect of the Applicant's claim had arisen from 23.5.1982 and 25.4.1982 as indicated in the OA itself and since these claims have arisen from a time prior to 1.11.1982, this Tribunal lacks jurisdiction to entertain them. The Respondents further state that they have traced out the missing balance of Rs.510/- and have passed on an amount of Rs.510/- plus Rs.2,689/- (interest upto February, 1999) totalling to Rs.3,199/- as a part of a cheque for Rs.5,823/-. Hence, this claim has been met. Respondents have not been able to trace the details regarding the amount of Rs.1,365/- claim since this could not be traced out despite repeated attempts, either in Agra Office of AAO or the CDA Army Meerut Cantt. Respondents state that the said claim cannot be admitted, unless the papers are ~~not~~ traced. A plea of limitation is also taken, hereto. *hs*

6. In the third OA (869/98), the amount claimed is Rs.6,423/-. This amount also relates to the General Provident Fund. The Applicant states that a Bank Draft for Rs.1,05,265/- was sent to the Applicant (bearing date 12.4.1993), which was accepted under protest as

...5.

part payment of GPF Account. It is alleged that the custodian of the GPF Account sent a statement for 1993-94 showing a closing balance of Rs.6,423/- in Applicant's GPF Account. The Respondents in their reply do not agree with the contentions of the Applicant, hence state that in the statement, the closing balance shown as Rs.5,423/- as on March, 1994 a sum of Rs.3,429/- has already been paid to the applicant (a copy of which is at Ex. R-1). The remaining amount (R-2) is the excess interest i.e. Rs.2,994/-; the point made is that the amount of 1,04,265/- was automatically shown by the Computer till the account of the subscriber was closed. The ^{sub} ~~same~~ point is expounded in the written statement.

7. I have heard the Applicant, Shri K.K. Rajbanshi, in person, who appeared in all these three cases and Shri R.K. Shetty, who represented the Respondents (in all OAs).

8. The Applicant took me over the statements and documents in all the OAs and argued on the calculation by taking support of these statements and bringing out the calculations. Basically, his arguments were the same as taken in detail in the written statement. This was natural since the entire matter pertains to figures and calculations. Shri Rajbanshi nevertheless took pains to point out the various receipts/copies etc.

9. Learned Counsel for the Respondents also based his claims on the detailed explanation of facts as recorded in the Respondents' written statement of Reply. He also took me over the annexures etc. The point regarding limitation, delay and laches was strenuously taken by him.

10. All papers in the case have been seen and the oral arguments made by both sides carefully considered. It must be said here that the case is based purely on facts, and that too mainly facts relating to Maintenance of Accounts. These are virtually no law points involved. Also some of the matters are comparatively distant ~~in~~ time. In such cases, a Tribunal is understandably handicapped in going into a roving enquiry, as if it is an Auditor of sorts. Neither is that its role. However, the technical point of limitation is not being taken against the Applicant.

11. It must be, however, said that under the circumstances stated above, when Government has given details of figures as to how payments were made it is not possible to either go merely by the statements by applicant or to come to any conclusion in favour of the applicant through papers filed. In fact, opportunity was provided to both sides by adjournments to get papers etc. The Respondents have indeed taken assistance by reference to different offices, as brought out by their Learned Counsel.

12. What transpires from the reading of all the record in the case and consideration of the arguments made by both sides is that some explanation or the other by quoting documents like Cheque Numbers etc. has been adduced on behalf of Respondents. The only point ^{where} ~~whether~~ there is an infirmity ^{is} ~~is~~ evident is in case of amount of Rs.1365.50 which is the amount claimed in OA 868/98. In this OA also, there is another amount claimed i.e. Rs.510/-. Whereas, the

amount of Rs.510/- has been explained as paid, it is stated by Respondents in regard to the other amount of Rs.1365.50 that they have not been able to trace out the details regarding this amount, despite repeated attempts, either in the Agra Office or in the Meerut Office. Now, this is an infirmity, and since it cannot be explained, the benefit here must go to the Applicant. In fact, applicant had produced a document to show that this amount had been transmitted from Agra to Meerut. In the facts and circumstances obtaining here, this amount will have to be provided to the Applicant. In view of the above discussions, the OA is allowed only to the limited extent in terms of the following order:

O R D E R

- (1) The amount of Rs.1,365.50 (or say Rs.1365/-) shall be paid to the Applicant by the Respondents.
- (2) An interest on the amount of Rs.1365/- shall also be payable at the rate of 9% simple interest and the period for which this interest will be payable will be from the date three months after the date of superannuation of Applicant upto the date of payment.
- (3) The above order shall be implemented within a period of four months.
- (4) The claim made for amounts of Rs.50,000/- in each case as compensation for mental agony etc.

cannot be awarded by this Tribunal and therefore
it is rejected. Other reliefs sought are also
rejected.

(4) No costs.

(B.N. BAHADUR)
MEMBER (A).

30/3/01

B.