

(7)

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL, JAIPUR BENCH, JAIPUR.

O.A No.167/98

Date of order: 26/10/99

P.D.Jef, S/o Luxmi Narain, R/o Ajitgarh, Distt.Sikar,
Rajasthan, working as Ex-Postal Assistant, Sikar Postal
Division, Sikar.

...Applicant.

Vs.

1. Union of India through the Secretary to the Govt. of India, Deptt. of Posts, Ministry of Communications, New Delhi.
2. Postmaster General, Rajasthan Western Region, Jodhpur.
3. Supdt. of Post Offices, Sikar Division, Sikar.
4. Deputy Director of Postal Accounts, Tilak Nagar, Jaipur.

...Respondents

Mr.K.L.Tawani - Counsel for applicant

Mr.M.Rafiq) Counsel for respondents

Mr.Azgar Khan)

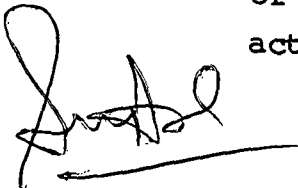
CORAM:

Hon'ble Mr.S.K.Agarwal, Judicial Member

PER HON'BLE MR.S.K.AGARWAL, JUDICIAL MEMBER.

In this Original Application under Sec.19 of the Administrative Tribunals Act, 1985, the applicant makes a prayer to declare the order at Annx.A1 as illegal, unconstitutional, capricious and in violation of Article 14 of the Constitution of India and to direct the respondents to refund the excess recovered amount of Rs.3547/- alongwith interest @ 24% per annum.

2. In brief the case of the applicant is that Rs.16,000/- as House Building Advance was sanctioned to him in February 1982, and additional House Building Advance of Rs.8900/- was also sanctioned to him in March 1993. It is stated by the applicant that against the said House Building Advance, Rs.14,802/- was recovered from the applicant by way of deduction from the monthly salary and applicant was credited Rs.23000/- on 7.10.94. It is further stated by the applicant that a sum of Rs.37,802/- were recovered from the applicant against the actual recovery was Rs.34,255/-, details of which are as under:



Principal amount	Rs.24900/- (Rs.16,000 + 8,900/- = 24900)
Interest chargeable @ 6.5% per annum	Rs. 9355/-
Total amount to be recovered	Rs.34255/-
Amount actually recovered	Rs.37802/-
Excess amount recovered	Rs. 3547/-

It is also stated by the applicant that the respondents have made illegal recoveries of Rs.3547/- from the applicant,

therefore, the applicant is entitled to the refund of Rs.3547/- (excess amount recovered) alongwith interest @ 24% per annum.

3. Reply was filed. It is admitted that Rs.37902/- were recovered from the applicant against House Building Advance sanctioned. The applicant did not insure his house with the General Insurance Corporation of India, therefore, as per conditions No.7 of the Sanction Memo, the applicant was not entitled to get rebate @ 2.5% per annum. The applicant has credited Rs.23,000/- voluntarily on 7.10.94 at Srimadhapur. The total amount to be paid by the applicant was Rs.37,982/- (Rs.14902 + Rs.23000). Therefore, Rs.80/- are still due against the applicant and the applicant has no case for refund. Therefore, this O.A is liable to be dismissed.

4. Heard the learned counsel for the parties and also perused the whole record.


5. It is disputed that there was a condition attached to the sanction Memo that rebate @ 2.5% per annum will be allowed only if the house is insured with the General Insurance Corporation of India. Admittedly, the applicant did not insure his house with the General Insurance Corporation of India. The learned counsel for the applicant has submitted that the applicant could not complete the construction of his house in the sanctioned amount of Rs.16000/- therefore, it was not possible for him to comply with the conditions of insurance inserted in the sanction Memo. He has further argued that additional House Building Advance was sanctioned to him in March 1993, therefore, the condition attached to the sanction Memo was not complied with. On the other hand the learned counsel for the respondents has argued that to get the rebate of 2.5% per annum, it was mandatory for the applicant to insure his house with the General Insurance Corporation of India and he did not insure his house therefore, he is not entitled to the rebate and the interest was calculated accordingly.

6. It is not the case of the applicant that his proposal to insure his house was not accepted by the General Insurance Corporation of India as the construction of his house was not complete. The learned counsel for the applicant did not file/submit any rule of the General Insurance Corporation of India to establish the fact^{that}/for the purpose of insurance complete construction of house was necessary. Moreover, the applicant had drawn the amount of House Building Advance sanctioned to him by accepting all the terms and conditions inserted in the sanctioned Memo, thereafter the applicant is estopped to say later on that any of the conditions inserted in the sanctioned Memo is not applicable to him. I am, therefore of the considered view that the

applicant is not entitled to the rebate of interest @ 2.5% per annum and has no case of refund in his favour.

7. On the basis of the foregoing discussions, I am of the opinion that the applicant failed to establish any case of refund in his favour and therefore, this O.A is liable to be dismissed having no merits.

8. I, therefore, dismiss this O.A with no order as to costs.


(S.K. Agarwal)
Member (J).