

30/100

CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH
GUWAHATI-05

(DESTRUCTION OF RECORD RULES, 1990)

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O.A.T.A No...151/2001...

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SECTION OFFICER (Judl.)

uitrebo

FORM NO.4
(See Rule 42)

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH :::::::::: GUWAHATI

ORDER SHEET

Original APPLICATION NO.....151.....OF 2001.

Applicant (s) *Ardhendu Selchan Das*

Respondent (s) *V.O.I Tom*

Advocate for Applicants (s) *M. Chanda, N.D. Goswami*
A.N. Chakravarty

Advocate for Respondent (s) *CASE.*

Notes of the Registry	Date	Order of the Tribunal
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This application is in form
but not in form of
Petition filed vide
M.F.No. C.F.
for Rs. 50/- deposited vide
IPO/BD No 66792218.
Dated.....9-4-2001.....

25.4.2001

Heard Mr G.N. Chakrabarty, learned
counsel for the applicant. The application
is admitted. Call for the records. List it
for orders on 8.6.01.

[Signature]
Vice-Chairman

nk/m

8.6.01

On request of Mr. S.Sarma 4 weeks time
is allowed to file written statement.

List on 5-7-2001 for order.

[Signature]
Member

R.
26/4/01

mb

5.7.01

List on 10.8.01 to enable the
respondents to file written state-
ment.

[Signature]
Vice-Chairman

lm

9-5-2001

Notice is prepared
and sent to Despatch
Section for issuing to
the Respondents NO.
1 to 3- vide D.No. 1683 to 1685

9/5/2001

① Service report are still
mounted.

② No written statement has
been filed. *24.7.01*

② OA 151/2001

10.8.01

Mr.S.Sarma, learned counsel for the respondents prays for time to file written statement. Two weeks time allowed to the respondents. List on 5/9/01 for order.

IC Usha

Member

mb
5.9.01

Mr.S.Sarma, appearing for the respondents seeks time to file written statement. Four weeks time is allowed for the same. List on 3/10/01 for order.

IC Usha

Member

mb

3.10.2001

List again 21.11.2001 to enable the respondents for filing of written statement.

IC Usha
Vice-Chairman

bb

21.11.01

Three weeks time is allowed to enable the respondents for filing of written statement.

List the matter on 12.12.2001 for written statement and further orders.

IC Usha
Vice-Chairman

12.12.01

4 weeks time is allowed to the respondents to file written statement. List on 9.1.02 for order.

IC Usha
Member

mb
9.1.02

List on 6.2.2002 to enable the respondents to file written statement.

IC Usha
Member

No written statement has been filed.

By
9.8.01

No written statement has been filed.

By
20.11.01

No written statement has been filed.

By
11.12.01
trd

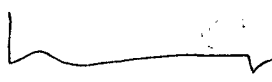
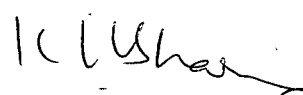

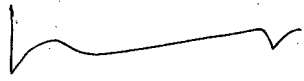

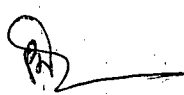
No written statement has been filed.

By
8.1.02

No written statement has been filed.

By
8.2.02

3
D.A. No. 151 of 2001

Notes of the Registry	Date	Order of the Tribunal
	5.2.02	List on 8.3.2002 to enable the respondents to file written statement.  Vice-Chairman
	mb 8.3.02	Mr. A.Chakrabarty, learned counsel appearing for the Respondents prayed for two weeks time to file written statement. Mrs. N.D.Goswami learned counsel for the applicant has no objection. Four weeks time is allowed to the Respondents to file written statement. List on 10.4.2002 for order.  Member
8.4.2002 W/s Submitted by the Respondents. 	mb 10.4.02	Written statement has been filed. The case may now be listed for hearing on 8.5.02. The applicant may file rejoinder if any, within two weeks.  Vice-Chairman
No rejoinder has been filed. 7.5.02	lm 8.5.02	Prayer has been made on behalf of Mr.J.L.Sarkar learned counsel for the Respondents by Mr.S.arma learned counsel for adjournment of the case. Prayer is allowed. List on 15.5.02 for hearing.  Vice-Chairman
13.5.2002 Rejoinder Submitted by the applicant in reply to the W/s. 	lm	

Notes of the Registry	Date	Order of the Tribunal
<p>The case is ready for hearing.</p> <p><i>[Signature]</i> 23.5.02.</p> <p><i>Received Chancery Advocate 31/5/02</i></p>	<p>15.5.02</p> <p>lm</p> <p>24.5.02</p> <p>pg</p>	<p>List on 22.5.02 for hearing.</p> <p><i>[Signature]</i> Vice-Chairman</p> <p>Heard counsel for the parties. Hearing concluded. Judgment delivered in open Court, kept in separate sheets.</p> <p>The application is dismissed in terms of the order. No order as to costs.</p> <p><i>[Signature]</i> Vice-Chairman</p>

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CENTRAL ADMINISTRATIVE TRIBUNAL ::
GUWAHATI BENCH.

O.A./X.X. No. . . . 151 . . . of 2001.

DATE OF DECISION 24-5-2002.

Sri Ardhendu Sekhar Das

APPLICANT(S)

Sri M.Chanda.

ADVOCATE FOR THE APPLICANT(S)

- VERSUS -

Union of India & Ors.

RESPONDENT(S)

Sri J.L.Sarkar, Railway standing counsel
and A.Chakraborty.

ADVOCATE FOR THE
RESPONDENTS.

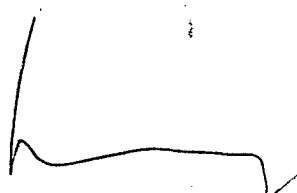
THE HON'BLE MR JUSTICE D.N.CHOWDHURY, VICE CHAIRMAN.

THE HON'BLE

1. Whether Reporters of local papers may be allowed to see the judgment ?
2. To be referred to the Reporter or not ?
3. Whether their Lordships wish to see the fair copy of the judgment ?
4. Whether the judgment is to be circulated to the other Benches ?

5.

Judgment delivered by Hon'ble Vice-Chairman



X

CENTRAL ADMINISTRATIVE TRIBUNAL, GUWAHATI BENCH.

Original Application No. 151 of 2001.

Date of Order : This the 24th Day of May, 2002.

The Hon'ble Mr Justice D.N.Chowdhury, Vice-Chairman.

Shri Ardhendu Sekhar Das,
Ex-Chief Commercial Inspector Grade-I
N.F.Railway,
Mukti Jujaroo Path,
P.O. Ulubari, Behind Hotel Shiva,
Guwahati-7.

. . . Applicant.

By Advocate Shri M.Chanda.

- Versus -

1. Union of India,
through the General Manager,
N.F.Railway, Maligaon,
Guwahati-11.
2. Divisional Railway Manager(P),
N.F.Railway,
Lunding, Dist. Nagaon,
Assam.
3. Chief Personnel Officer,
N.F.Railway, Maligaon,
Guwahati-11.

. . . Respondents.

By Sri J.L.Sarkar, Railway standing counsel.
and A.Chakraborty.

O R D E R

CHOWDHURY J.(V.C)

In this application under Section 19 of the Administrative Tribunals Act 1985 the applicant has prayed for the following reliefs :

i) the respondents be directed to pay the remaining portion of the DCRG amounting to Rs. 10,252/- which has been with held by the respondent for over 6 years till now without any valid reason,

ii) the respondents be directed to pay the 50% amount of the Honourarium amounting to Rs.1300/- which the applicant is entitled to get, and

iii) since the paid up portion of the DCRG is Rs.43,208/- was paid after a lapse of more than one year and since the remaining portion of the DCRG and honourarium etc. are remaining unpaid even after a lapse of more than 6 years by now, the respondents be directed to pay interest @ 18% on the aforesaid amount from the date of retirement till the date of payment.

2. This is the second round of litigation. Earlier the applicant knocked the door of this Tribunal claiming the pensionary benefits and gratuity. In that application he claimed that though he attained the age of superannuation on 28.2.1995 full pensionary benefit was not granted to him immediately on superannuation. In the application the applicant pleaded that he was paid only a sum of Rs. 43,000/- leaving a balance of Rs. 10,251/- which he was entitled. The Tribunal sent back the matter to the authorities to recalculate the amount due to the applicant within a period of two months from the date of receipt of that order. pursuant to the order of the Tribunal the respondents passed a speaking order which is the subject matter of this application. In para 3 of the aforementioned order the respondents cited the calculation which reads as follows :

"The following are the item wise amount recovered from the DCRG amount of Rs.53,460/- which was not proper calculation stating above.

a) Final Elect. bill	... Rs. 526.50
b) Store Debit	Rs. 411.36
c) Overpayment of leave salary	Rs. 272.00
d) Normal Rent (From 1.3.95 to 30.10.95)	Rs. 276.00
e) Damage Rent From 1.7.95 to 31.10.95)	Rs.5765.64
d) Amount withheld for arrears Electric Bill	Rs.3000.00

Total Rs.10251.50

In the context of para 3(B) above, Rs.411.36 was recovered from DCRG for non return of the brief case being the cost of the same, but on scrutiny an amount of Rs.370.36 after deduction of Rs.41/- from Rs.411.36 was refunded to you vide pay order No.008282/8 dated 11.11.97."

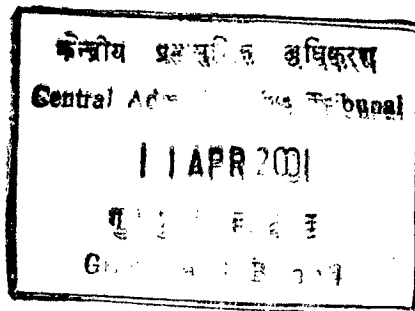
A comparative calculation was given in Annexure-A enclosed to this application. Assailing the aforesaid order Mr M.Chanda, learned counsel for the applicant submitted that the respondents acted arbitrarily and illegally in deducting from gratuity a sum of Rs. 5765.64 towards recovery of damage rent for quarter for the period from 1.7.95 to 30.10.95. The learned counsel referring to Railway Board's letter dated 15.1.90 stated that rent for the period from 1.7.95 to 30.10.95 was recoverable double the normal rent and illegally deducted Rs. 5765.64. The learned counsel submitted that the damage rent was recovered from the applicant for the period from 1.7.95 to 30.10.95. He submitted that a Railway servant on retirement is entitled to occupy the quarter for a period of four months from the date of retirement on payment of normal rent and the next four months on educational or sickness account on payment of special licence fee, i.e. double the normal rent or double the flat rate of licence fee. The learned counsel referring to a document cited in the rejoinder Annexure-7 where he was granted permission for retention of the quarter from 1.7.95 to 31.1.95. Therefore deduction of the said amount is unjustified. Refuting the claim of the applicant Mr A.Chakraborty, learned counsel appearing on behalf of Mr J.L.Sarkar, learned Railway standing counsel submitted that the applicant was never authorised for retention of the quarter. The purported permission as referred by the applicant was granted by ADRM who was not the competent authority for granting permission. The ADRM has no power to grant permission for retention of the quarter as the said power is vested only to the DRM as per "Schedule of Powers in the Establishment Matters." In the circumstances the learned counsel contended that there was no error in recovering the said amount. Countering the argument Mr Chanda

referred to a certificate given by the Railway Doctor indicating the illness which was annexed to the rejoinder in the earlier O.A. The applicant was never intimated by the authority about the rejection of the permission granted by the ADRM. On the basis of the pleadings it is difficult to accept the contention of the learned counsel for the applicant that the aforesaid amount of Rs. 5765.64/- as house rent was illegally deducted by the authority. Mr M. Chanda, learned counsel for the applicant further submitted that the arbitrariness of the respondents stare on the face of the record, so much so even after institution of the application the authority released a sum of Rs. 2753/-.

3. There was no doubt some error in the calculation, but no improper motive can be ^{imputed} on that account. Mr Chanda, learned counsel lastly prayed for a direction on the respondents for awarding interest in delayed payment of DCRG. Mr Chanda referring to the decisions of the Supreme Court in R.Kapur vs. Director of Inspection (Printing & Publication) Income Tax and Another, reported in 1994(6) SCC 589 and in State of Kerala vs. M.Padmanavan Nair, reported in 1985(1) SCC 429 submitted that because of the gross delay the applicant was entitled for interest. On considering all the aspects of the matter it is difficult to hold that there was some culpability on the part of the respondents in releasing the pensionary benefits. In the circumstances I do not find any merit in the application. Accordingly the same is dismissed.

There shall, however, be no order as to costs.


(D.N.CHOWDHURY)
VICE CHAIRMAN



IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH ::: GUWAHATI.

(An application under Section 19 of the Administrative
Tribunals Act, 1985).

Filed by me applicant
through N. D. Goswami
Advocate
11/4/2001

Title of the Case : O.A. NO. 151 /2001

Shri Ardhendu Sekhar Das : Applicant.

- Versus -

Union of India & Ors. : Respondents.

I N D E X

<u>Sl. No.</u>	<u>Annexure</u>	<u>Particulars</u>	<u>Page No.</u>
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3.	1	Judgement and order dated 28.5.99.	10 - 12
4.	2	Letter dated 01.11.99	13 - 14
5.	3	Application dated 07.08.2000	15 - 16.

Filed by

Advocate.

Ardhendu Sekhar Das

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IN THE CENTRAL ADMINISTRATIVE TRIBUNAL

GUWAHATI BENCH :::: GUWAHATI

(An application under Section 19 of the Administrative
Tribunals Act, 1985).

O.A. NO. _____/2001

BETWEEN

Shri Ardhendu Sekhar Das

Ex-Chief Commercial Inspector Grade-I,

N.F. Railway,

Son of late Haran Chandra Das

P.O. Ulubari, Behind Hotel 'Shiva'

Mukti Jujaroo Path,

Guwahati- 781007.

..... Applicant.

-AND -

1. Union of India,

through General Manager,

N.F. Railway, Maligaon,

Guwahati- 781 011.

2. Divisional Railway Manager (P),

N.F. Railway,

P.O. Lunding, Dist. Nagaon.

Assam.

3. Chief Personnel Officer

N.F. Railway, Maligaon,

Guwahati- 781 011.

..... Respondents.

Ardhendu Sekhar Das

DETAILS OF THE APPLICATION .

1. Particulars of order against which this application is made :

This application is made against non payment/with holding of a portion of the DCRG AMOUNT amounting to Rs.10,251.50 on superannuation from service as per the impugned letter No. ES/332-A(T) dated 01.11.99 of the respondents in an unlawful manner and their inaction on the subsequent efforts and representation dated 7.8.2000 of the applicant resting on the matter.

2. Limitation.

The applicant begs to state that this application is filed within the limitation period prescribed under Section 21 of the Administrative Tribunals Act, 1985.

3. Jurisdiction of the Tribunal.

The applicant further declares that the subject matter of this application is well within the jurisdiction of this Hon'ble Tribunal.

4. Facts of the Case.

4.1 That the applicant is a Citizen of India and as such he is entitled to all the rights and privileges guaranteed by the Constitution of India.

4.2 That the applicant was serving as Chief Commercial Inspector Grade-I under the N.F. Railway and retired from service on 28.2.1995 on attaining the age of superannuation .

4.3 That consequent upon retirement, the applicant was entitled to get all his pensionary benefits including the DCRG

Ardhendu Sekhar Das

as per rules. Due to non settlement of payments of those legitimate claims of the applicant, eventually the applicant, under compelling circumstances, had to approach this Hon'ble Tribunal earlier under O.A. No. 161/96 and the Hon'ble Tribunal was kind enough to dispose of the case vide judgement and order dated 28.5.99 in the O.A. No. 161/96 directing the respondents for making the payments due to the applicant.

Copy of the judgement and order dated 28.5.99
is annexed hereto and marked as Annexure - 1.

4.4 That the DCRG in respect of the applicant, as calculated, amounted ~~in Rs.~~ to Rs. 53,460/- . But the Respondents, while paying, the DCRG, made a payment to the tune of Rs. 43,208/- only vide cheque No. E.759463 dated 27.2.96 received by the applicant after a lapse of more than one year. Thus an amount of Rs. 10,252/- from the DCRG amount was deducted / withheld by the respondents arbitrarily and unlawfully without ascribing any reason thereof.

4.5 That pursuant to the judgement and order dated 28.5.99 in O.A. No. 161/96 of this Hon'ble Tribunal, the respondent No.2 informed the applicant of the details of the unlawful deduction of Rs. 10,252/- vide his letter No. ES/332-A(T) dated 01.11.99 and para 3 of the said letter contains the detailed break up of Rs. 10,252/-.

Copy of the letter dated 01.11.99 of the respondent
aforesaid is annexed hereto and marked as Annexure -2.

Ardhendu Sekhan Das

4.6 That the statements made by the respondent in his above mentioned letter justifying the impugned deductions are false and misleading and hence the applicant replied the said letter vide his application dated 07.08.2000 refuting para-wise therein, each and every claim of the respondents as mentioned here under.

A copy of the application dated 07.08.2000 is annexed herewith and marked as Annexure-3.

4.7 That the amount of Rs. 370.36 claimed to have been paid by the respondents from the deducted amount of Rs. 411.36 as indicated in para 4 of their letter dated 01.11.99 is false and the applicant has not received any such payment.

Similarly the amount of Rs. 2383.15 claimed to have been paid by the respondents from the deducted DCRG of Rs. 3000/- towards arrear electricity bill as indicated in para 4 of their letter aforesaid is also false and no such payment has yet been received by the applicant.

The recovery of damage rent for quarter for the period from 1.7.95 to 30.10.95 to the tune of Rs. 5765.64 on the strength of Railway Board's letter No. E(G)85 CRI/9 dated 15.01.90 as stated in para 4 of the respondents letter dated 01.11.99 is also fictitious and irrelevant. As per the Railway Boards letter dated 15.01.90 abovementioned, rent for the period from 1.7.95 to 30.10.95 is recoverable double the normal rent and as such the rent recoverable per month would be Rs. 69/- x 2 = Rs. 138/- only which ultimately comes to Rs. 552/- i.e. Rs. 138/- x 4 months for the total period of 4 months only and not Rs. 5765.64 as deducted. This apart, 50% of the honorarium

Aradhendu Sekhon Sen

amounting to Rs. 1300.00 has not yet been paid to the applicant.

4.8 That the part of DCRG amounting to Rs. 43,208/- which has been paid to the applicant has been received by the applicant after a lapse of more than one year and as such it attracts interest. This aspect has also been mentioned in the judgement and order dated 28.5.99 in O.A. No. 161/96 of this Hon'ble Tribunal directing the respondents to take into consideration the different decisions of the Apex Court in this matter as cited in the said judgement.

4.9 That your applicant begs to state that the non-payment/with holding of a part of the DCRG in respect to the applicant by the respondents is arbitrary and fabricated and the claims of the respondents are all unfounded as explained in para 4.7 above. The amount of Rs. 10,252.00 deducted unlawfully by the respondents from the DCRG of the applicant for a long time, therefore should be released by the respondents forthwith pending the final settlement of the disputed amounts. The applicant however, undertakes to pay the amount as and if found payable after correct and rational calculations.

4.10 That your applicant begs to state that non payment of the legitimate claims of the applicant by the respondents even after so many years of his retirement, has caused immense financial hardships to the applicant and the applicant has been finding extreme difficulties in meeting both ends in this hard days of retired life and finding no other alternative, the applicant is approaching this Hon'ble Tribunal for an immediate relief of his distressed condition.

Ardhendu Sekhar Das

4.11 That this application is made bonafide and for the cause of justice.

5. Grounds for relief(s) with legal provisions

5.1 For that there is no valid ground for with holding a substantial portion of the DCRG which the applicant is entitled to get as his retiral benefits

5.2 For that the said portion of the DCRG is lying unpaid for more than 6 years without any valid ground.

5.3 For that non-payment of the full amount of DCRG and other retirement benefits is discriminatory and is violative of Article 14 of the Constitution of India.

5.4 For that the applicant has been pushed to extreme financial difficulties in this hard days of retired life due to non payment of the full DCRG amount.

5.5 For that the applicant incurred financial loss as well as interest on the principal amount of DCRG.

6. Details of remedies exhausted.

That the applicant states that he has no other alternative and other efficacious remedy than to file this application since all his efforts and representations to the respondents failed to bring any fruitful results.

7. Matters not previously filed or pending with any other Court.

The applicant further declares that he had not

Aradhendu Sekhon Das

previously filed any application, writ petition or suit regarding the matter in respect of which this application has been made, before any court or any other authority or any other Bench of the Tribunal nor any such application, writ petition or suit is lying pending before any of them.

8. Reliefs sought for :

Under the facts and circumstances of the case the applicant prays that Your Lordships be pleased to grant the following reliefs :-

8.1

That the respondents be directed to pay the remaining portion of the DCRG amounting to Rs. 10,252/- which has been withheld by the respondent for over 6 years till now without any valid reasons. *Relief Bdr*

8.2

That the respondents be directed to pay the 50% amount of the Honourarium amounting to Rs. 1300/- which the applicant is entitled to get. *Partly paid 2,753.7499*

8.3

That since the paid up portion of the DCRG i.e. Rs. 43,208/- was paid after a lapse of more than one year and since the remaining portion of the DCRG and honourarium etc. are remaining unpaid even after a lapse of more than 6 years by now, the respondents be directed to pay interest @18% on the aforesaid amount from the date of retirement till the date of payment.

8.4

Costs of the Case.

8.5

Any other relief(s) as the Hon'ble Tribunal may deem fit and proper.

9.

.....

This application is filed through Advocate.

10.8

Particulars of the I.P.O.

- i. I.P.O. No.: 66 792218
- ii. Date of Issue : 9-4-01
- iii. Issued from : G.P.O. Guwahat i.
- iv. Payable at : G.P.O. Guwahati.

11.

List of encloseers.

As stated in the Index.

Verification.....

Ardhendu Sekhar Da

-9 -

VERIFICATION

I, Shri Ardhenu Sekhar Das, son of late Haran Chandra Das, resident of Ulubari, Mukti Jajaroo Path, Guwahati-7, Assam, do hereby verify that the statements made in paragraph 1 to 4 and 6 to 11 are true to my knowledge and those in paragraph 5 are true to my legal advice and I have not suppressed any material fact.

And I sign this the 11th day of April, 2001,
at Guwahati.

Ardhendu Sekhar Das

Signature.

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH

Original Application No.161 of 1996

Date of decision: This the 28th day of May 1999

The Hon'ble Mr Justice D.N. Baruah, Vice-Chairman

Shri Ardhendu Sekhar Das,
Ex-Chief Commercial Inspector, Grade-I,
N.F. Railway, Guwahati.Applicant
By Advocate Mr M.Chanda

- versus -

1. The Union of India, through the
General Manager,
N.F. Railway,
Maligaon, Guwahati.
2. The D.R.M. (P),
N.F. Railway, Lumding,
Nagaon, Assam.
3. The Chief Personnel Officer,
N.F. Railway, Maligaon,
Guwahati.Respondents
By Advocate Mr J.L. Sarkar, Railway Counsel.

.....

O R D E R

BARUAH.J. (V.C.)

This application has been filed challenging the action of the respondents and claiming certain pensionary benefits like gratuity. The applicant attained the age of superannuation on 28.2.1995. After his retirement on superannuation he was not given full pensionary benefits. Hence the present application.

2. Heard Mr M. Chanda, learned counsel for the applicant and Mr J.L. Sarkar, learned Railway Standing Counsel. Mr Sarkar submits that the Railway Administration shall make a fresh calculation as per rule and make the

B

Advocate
Advocate

payment due to the applicant. He also submits that if certain amount is found to be recoverable that shall also be recovered. Mr Chanda submits that only Rs.43,000/- was paid to the applicant leaving a sum of Rs.10,251 which he is entitled under the rule.

3. On hearing the counsel for the parties I feel it will be expedient if the matter is sent back to the Railway Administration to recalculate the amount due to the applicant as per rule and after recalculation the authority shall make the payment if due at an early date. This must be done as early as possible at any rate within a period of two months from the date of receipt of this order.

4. Mr Chanda further submits that the applicant is entitled to interest for non-payment of the amount which was due to the applicant long back. I leave it to the Railway Administration to consider as to whether interest should be paid to the applicant. While considering this aspect of the matter the respondents shall take into consideration of the decision of the Apex Court regarding payment of interest decided in the case of R. Kapur -vs- Director of Inspection (Printing & Publication) Income Tax and Another, reported in 1994(6) SCC 589 and in the case of State of Kerala -vs- M. Padmanavan Nair reported in 1985(1) SCC 429. Mr Chanda further submits that the applicant may be given a personal hearing by the respondents before taking any decision. He may also file a fresh representation giving details of his grievances and the respondents shall also dispose of the representation of the applicant, if filed within a period of two months from the date of receipt of the order, by a reasoned order. However, if the applicant is still aggrieved by the decision of the

Railway.....

: 3 :

Railway Administration he may approach the appropriate authority.

5, With the above direction the application is disposed of. Considering the facts and circumstances of the case, I, however, make no order as to costs.

Sd/VICE CHAIRMAN

Devi Prasad
Sd/
Advocate

nkm

Amendment - 11/99

N. E. Railway.

Office of the
Divl. Railway Manager (P)
Bundling.

Dated 01 -11 -99.

No. 332-A(T).

To
Sri Arundhanu Acharya Das,
Ex.CO. 1/C.N.
Flat No.311, Block-1, Rail Vihar, Cal-78.

Sub :- Implementation of the CAT/CHY's order
dt.23th day of May'99 in original applica-
tion No.161/96 before the CAT/CHY, as was
received by this office on 2-9-99.

1) The initial pension calculation @ Rs.1302/- P.M. as was
intimated to Sri A.S.Das, Ex.CCHM/CHY vide P.P.O.No.LM/PEN/
TFC/3447 dt.23-2-95 without taking the personal pay (steri-
lisation operation) into consideration was rightly done in
terms of RS's L/No.PC-1/89/6/2 dt.8-1-90. As such the revised
pension calculation vide P.P.O. No.LM/PEN/TFC/3447 dt.2-6-95
taking the personal pay (sterilisation operation) was wrong
upon which you are being paid till now @ Rs.1322/- P.M. Thus
an amount of Rs.14/- is being paid to you in excess - which is
recoverable by the Rly. Adm.

2) Accordingly the initial computation of pay Rs.54727/-
which was paid vide P.P.O.No.LM/PEN/TFC/3447 dt.23-2-95 was
done correctly and the revised computation of pension for the
amount of Rs.55229/- vide P.P.O.No.LM/PEN/TFC/3447 dt.2-6-95
was wrong which you actually received. Thus an amount of
Rs.502/- is being paid to you in excess which is recoverable
by the Rly. Adm.

3) DDBO amount should be Rs.52965/- instead of the drawn
amount of Rs.53460/-. Apparently an excess amount of Rs.495/-
was paid in excess which is recoverable by the Rly. Adm.

The following are the item-wise amount recovered from the
DDBO amount of Rs.53460/- which was not proper calculation
stating above.

a)	Final lect. bill. ...	Rs. 326.50
b)	Store debit. ...	Rs. 411.36
c)	Over payment of leave salary. ...	Rs. 272.00
d)	Normal rent w.o.f. (1-3-95 to 30-6-95) ...	Rs. 276.00
e)	Normal rent w.o.f. (1-7-95 to 30-12-95) ...	Rs. 5765.64
f)	Amount withheld for elect bill. ...	Rs. 3000.00
Total :-		Rs. 10,251.50

NO part 41
Non safety Rm Car
no car

Letter on
14/11/99
to DRA (P)

Steesford
Advocate

Contd... P/No.2

4) In the context of para-3(B) above, Rs.411.36 was recovered from DCRG for non return of the brief case being the cost of the same, but on scrutiny an amount of Rs.370.36 after deduction of Rs.41/- from Rs.411.36 was refunded to you vide Pay order No.008282/8 dt.11-11-97.

In the context of the para (1) above, leave salary amount should be Rs.45800/- instead of Rs.46312/-. Thus an amount of Rs.512/- was required to be deducted. But only Rs.272/- was recovered from your DCRG leaving Rs.240/- to be recoverable now.

The damage rent amounting to Rs.5765.64 was recovered from DCRG amount as per Rly.Bd's L/No. R/O/85/Or-1/9 dt.15-1-90.

Rs.3000/- was withheld from DCRG for arrear elect.bill, but later on Rs.2383.15 was released from the withheld amount of Rs.3000/- deducting Rs.616.85 for arrear electricity bill for the period from 31-7-92 to Nov/94 vide CGI No.6 Ltr dt.10-12-97.

5) So far the packing allowance is concern it is admissible upto one year from the date of your retirement but you did not submit any application for the same. As such it is not payable to you.

6) You have retired from Rly.service on the (AN) of 28.2.95 and you have submitted the documents to this office on 13.12.95 that you have vacated Rly.Qrs. on 30.10.93. Accordingly your DCRG was passed on 22.2.96 under cheque No.S 759463 of dt. 27-2-96 by keeping withheld Rs.3000/- for arrear electricity bill for the period from 31-7-92 to Nov/94 which was duly acknowledged by you on 21.3.96 and thereafter Rs.2383.15 was released by deducting of Rs.616.85 from Rs.3000/- for arrear electricity bill on 10.2.97.

The above position clearly shows that there was no delay and insincerity on the part of the respondents to release the DCRG amount which was paid to you by issuing a cheque on 27-2-96. The delay was not caused by the respondents, but by you due to late submission of requisite document by you. As such the question of payment of interest for late payment of DCRG does not arise.

Comparative calculation in respect of Para-1,2,3 & 4 above are furnished in Annexure-'A' is enclosed herewith.

Copy to :-

- 1) GY/LMA/MIG.
- 2) APO/Legal Cell/MIG.) for information please.

CLIA at Office/LMG for information pl. in ref: to this letter No.

for Divl. Railway Manager(P)
N.F. Railway, Ludhiana.

TO

DIVISIONAL RAILWAY MANAGER(P)
M.F. RLY. LUMDING
P.O. LUMDING - 782447
Dist - Nowgang. Assam.

Sub :- Implementation of Honorable Central Administrative Tribunal Gwahatis' order vide case No- 161/96.

Ref :- Respondents letter No - ES/332 - A(T)dt - 1-11-99.

1. The applicant failed to get any reply from respondent of his letter dated 14-02-2000 requested for a readable copy of letter under reference which was received on 16-02-2000. (Copy enclosed)
2. Regarding item no- 4 of the letter under reference the applicant like to state that no pay-order No- 008282/8 dt- 11-11- 97 for Rs. 370.36 was received by the applicant out of Rs. 411.36 retained (Store debit) of D.C.R.G. Withheld knowing fully well that a retired Person at Calcutta cannot draw such amount and released after CAT'S instance. It is funny without enquiring respondents own system regarding fate of the pay-order/false statement is made.
3. In the 4th para of the item 4 read with item 6 of this letter it is stated that Rs. 2383.15 paiza was released from withheld D.C.R.G. due out of Rs. 3000.00 for Electricity bill for the period 31-07-92 to Nov/94 vide CO7 No- 6 IPK it 10.12.97. Payment of such amount is false and fabricated . Nobody can draw any amount only on pay-order and CO7 number without bill number etc, and all the balance D.C.R.G. cleared on 11-1-97 and 10-12-97 after lapse of 2 years 8 months said to have been paid but not paid up till now.
4. The respondent in his written statemnt have stated that in para 4 have paid Rs. 43,208.00 part of D.C.R.G. vide cheque No - E759463 dt 27-02-96 deducting Rs. 10251.30 out of Rs. 53460.00. This payment was made after lapse of more than a year to reach with postal transit time as stated in para-(1) of the rejoinder submitted by the applicant.
5. As regards non-payment of HONORARIUM in last para of the rejoinder before the honorable tribunal where in it has been narrated details of the matter, substantiated with Annexure - 9& 10. Respondent vide his circular No T/MISC/LM/PT-II dt 27-09-92 and 09-01-93 directed jointly TI/GHY and CCM/PHY for joint payment of salaries and ~~bonu~~ bonuses to the staff to certain stations of Lumding Division jurisdiction.
APO/PHY prepared joint bill of Honorarium bill No -S/125 dt 27.7.93/ EB/SUS/EM/ 395 dt 27.07.93 after lapse of one year. DAO/LMG returned the joint bill with remarks that joint payment bill cannot be passed.
The applicant have written letter to APO/PHY (at annexure - 9 of rejoinder) with Annexure of 8 copies on 10-03-94 and again on 22.02.95 (at annexure - 10 of rejoinder) to APO/PHY with remarks of DCS/PHY to APO/PHY " This is long pending case and staff concerned ~~with~~ will be retiring at the end of Feb/95. Please arrange to clear the bill at the earliest"
Even after retirement the applicant have represented to Mr. Rana, APO/PHY ~~to~~ times to arrange payment. The honorium was initially for Rs. 3600.00 and Mr. Nandy reduced the honorium to Rs. 2603.00 and sent to DAO/LMG in separate two bills deviding the amount One in name of the applicant and other in name of Srd I.C.Verna TI/GHY. This has happend in Mid -1996 or some time later.
The applicant deserves reply of the matter narrated above.
6. The break-up shown in para - 3 of the letter under reference item-wise recovery from D.C.R.G. amount of Rs. 5765.64 paiza as damage rent citing Railway Boards letter No - E(G)85 CRI/9 dated 15-01-90 for retention of Railway accomodation from 01-07-95 to 30-10-95.

The normal rent of Railway accomodation retained by applicant as per respondent's calculation @ Rs. 69.00 per month (period from 1-3-95 to 30.6.95) for four months Rs. 272.00 recovered. But in case of damage rent it was @ Rs. 1441.25 per month without exhibiting any document authorises to deduct as such. The amount Rs. 1441.25 charged as damage rent is about 20 (Twenty) times of the normal rent of Rs. 69.00.
The Railway Boards letter quoted above, Annexure item- permanent transfer piece- 14 cells difference vide line that there is no term of damage

rent but Spl. Licence fee i.e. double the flat rate of licence fee/ Rent for next 4 months

While applying for 8 months retention of Railway accommodation applicant have submitted sick certificate obtained from Dr. Subimal Bhattacharjee Sr. DMO Central Hospital Maligaon that applicant require retention of Railway accommodation for these months due to sick-ness of his wife.

And applicant also said in the application ~~stating~~ before the Honorable Tribunal that his son are studing MBBS and daughter studing AMIE at Guwahati.

The applicant oppose and object such recovery without any documentary evidence of 20 times of normal rent recovery for more four months retention of Railway accommodation.

This action require further adjudication even if such bad orders are there.

7. It was duty of the respondent to clear up all the account and dues before retirement as the applicant in good faith thought that respondent will do justice.

8. The applicant wants to point out that system of working of the respondent is not trust worthy, for wrong accounting and false statement in written statement para-6 that there were no claim for packing allowance and non specified unpaid honorarium but the applicant in the rejoinder para- 2 admitted that packing allowance was paid but denied with documentary evidence that the Honorarium of the year 1992 still remained unpaid.

9. The last para of respondents letter remarked, there is no delay and insincerity on the part of the respondent but fact stated above speak other side of the coin as burden of proof of payment of D.C.R.G. dues and ~~the~~ other dues amount to applicant lies with the respondent. On the whole Rs. 10251.50 is part of D.C.R.G. and cannot be withheld ex parte.

In the context of the above letter the applicant do not agree with the respondents point of clarification. The point raised by the applicant require further one time firm & ~~clear~~ clear clarification

Summary of claim from respondent

Rs. 52965 DCRG amount not paid in time.

Refer para -4- (A) Rs. 43208.00 part of DCRG paid cheque No - E 759463 at 27.02.96 after lapse of above. one year and more approximately at the rate of 18% interest due to applicant

Refer para -6- (E) Rs. 5765.64 paise deducted from DCRG is objected as there is no term of DAMAGE RENT in Railway Boards letter but double licence fee/Rent for the next four months for retention of Railway accommodation (from 1-7-95 to 30-10-95). Double of normal rent i.e. @ Rs. 69.00 x 2 = Rs. 138.00 per month i.e. Rs. 138 x 4 = Rs. 552.00 should have been deducted from DCRG but deducted Rs. 5765.64.

Refer para -2- (C) Rs. 370.36 (Still unpaid) plus @ 18% interest from 28.2.95 to till date of above payment approximately 5 years 8 months on date.

Refer para - 3- (D) Rs. 2383.15 (Still unpaid) plus @ 18% interest from 28.2.95 till date of above payment approximately 5 years 8 months on date

Refer para - 5- (E) 50% of honorarium Rs. 1300.00 not yet paid .

above (F) - The applicants pension from UCO/ Bank Maligaon Guwahati Branch have been transfeted to Indian Overseas Bank I.F.B. Agro extension counter branch, Kasba Industrial Estate. Calcutta - 700 078 Pension Account No- 1039. All future transaction should be with this branch of the Bank.

The applicant anticipates early reply

(ARDHENDU SEKHAR DAS)

Signature of the applicant

Copy to (1) DAO/N.F.Rly Lunding for informatkon & necessary action
This is in reference to his letter No- LMG/PEN/TFC/3447 dt 2-5-2000/6-7-2000
Service period of the applicant have been reduced but will increase.

2Copy to (2) Sri M. Chanda, Advocate. for information and necessary action.

ARDHENDU SEKHAR DAS
(ARDHENDU SEKHAR DAS)
Signature of the applicant.

28
In The Central Administrative Tribunal

Guwahati Bench :: Guwahati.

O.A. NO. 151/2001

Sri A.S. Das

- Vs. -

Union Of India & Ors.

In the matter of :

Written Statement on behalf of
the respondents.

The respondents in the above case most respectfully beg to state as under :

1. That the respondents have gone through the original application and have understood the contents thereof.
2. That the respondents do not admit any statement except those which are specifically admitted in this written statement. Statements not admitted are denied.
3. That the respondents beg to state that the application is barred by limitation and is liable to be dismissed on that count alone.
4. That in reply to the statements in para 4.1 to 4.6 it is stated that in compliance of the Hon'ble Tribunal's order dated 28.5.1999 in OA No.161/96 all the settlement dues were recalculated including DCRG and it was found that the DCRG amount was earlier wrongly calculated as

Initialed by Pabla

Filed by the respondents
through A.S. Das on 8/11/2002.

Rs. 53,460/-. The actual DCRG amount payable to the applicant is Rs.52,965/-. Hence an amount of Rs.495/- is recoverable by the respondents. It is also stated that the deductible amount from the DCRG was initially calculated as under :

a)	Final Electric Bill	Rs.	526.50
b)	Store Debit	Rs.	411.36
c)	Overpayment of leave salary	Rs.	272.00
d)	Normal Rent		
	(From 1.3.95 to 30.10.95)	Rs.	276.00
e)	Damage Rent		
	(From 1.7.1995 to 31.10.1995)	Rs.	5765.64
f)	Amount withheld for arrears		
	Electric Bill	Rs.	3000.00
			<u>2,383</u>
		Total Rs.	10251.50

It is further stated that an amount of Rs.370/- refundable against item (b) above, Rs. 2,383/- refundable against item (f) above were refunded to the applicant by account payee cheques but due to improper address the same could not be delivered. It is mentioned that the applicant did not give any intimation of his change of address to the office of the respondents.

5. That in reply to the statements in para 4.7 it is stated that Rs.411.36 (Item b in para 4 above) was recovered from the DCRG for not returning brief case. Rs.41/- being the cost of the brief case was deducted and balance of Rs.370/- was refunded to the applicant by Cheque No. 175195 dated 24.3.1998 and the same was sent to him at his given

address C/O Rly. QRs No. 58(A), Nambari Rly Colony, Guwahati-11 by registered post. Similarly an amount of Rs.2383.15/- was refunded by cheque No. 161350 dated 17.12.1997 after deducting Rs.616.85/- for arrears electric bill from item (f) of para 4 above. But the cheques were received back by the office of the respondents as the applicant was not available at his given address. It is reiterated that the applicant did not intimate the office of the respondents about his new changed address. As regards the damage rent it is stated that the same was deducted for 4 months i.e. from 1.7.1995 to 30.10.1995. It is further stated that no claim of honorarium of the applicant is lying with the respondents.

6. That in reply to statements in para 4.8 to 4.9 it is stated that on 13.12.1995 the applicant informed the respondent no.2 that he would vacate the allotted quarter on 30.10.1995 and prayed for processing of his settlement dues. On receiving necessary documents from the applicant except arrears electric bills his DCRG was paid by cheque No. 759463 dated 27.2.1996 withholding Rs.3000/- against arrears Electric Bills with a view to make early payments. The delay was caused due to late submission of documents and delay in vacating quarter by the applicant. It is also stated that the detail particulars of dues of the applicant and the necessary deductions to be made therefrom as per the Order of the Hon'ble Tribunal dated 28.5.1999 in OA No.161/94 was given to the applicant by DRM(P)/LMG's letter No. Es-332-A(T) dated 1.11.1999.

Shikabgya Pabla

7. That in the facts and circumstances of the case the application deserves to be dismissed with cost.

Verification

I, Sri. Trikalagya Rabha....., working as Sr. Divisional personnel officer, N.F.Rly, Lunglei, do hereby verify that, the statements made in the paragraphs 1 to 7 are true to my knowledge.

Trikalagya Rabha

Guwahati

Signature

4/4/2002

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH

In the matter of :

O.A. No. 151 of 2001

Shri A.S.Das

-vs-

Union of India & Ors.

And

In the matter of

Rejoinder submitted by the
applicant in reply to the written
statement submitted by the
Respondents.

The applicant above named most humbly and respectfully begs
to state as under :

1. That with regard to the statements made in paragraphs 4 and 5
of the written statement the applicant admits only to the
extent of receipt of cheque of Rs. 43,208/- and another
cheque amounting to Rs. 2753/- in the month of December 2001
and categorically denies the other statements made by the
Respondents. It is stated that the amount of Rs. 2753/- paid
to the applicant perhaps the excess amount shown by the
respondent against item No. b and f i.e. Rs. 370/- + Rs/
2383/- equal to the amount of Rs. 2753/-. It is stated that
the change of address of the applicant was duly communicated
through his representation (Annexure 3) dated 7.8.2000 and the
aforesaid cheque of Rs. 2753 was in fact was sent to the new
address of the applicant.

32
Filed by the applicant
through advocate Sri
G.N. Chakravarty on
9-5-2002.

It is stated that so far item 'e' is concerned the amount of Rs. 5765.64 has not yet been paid to the applicant arbitrarily and the said damage rent is calculated wrongly as per provision laid down in Railway Board letter dated 15.1.1990. the applicant is entitled to retain the GOA accommodation initially for a period of 4 months on payment of normal rate. However, the same may be retained for a period of another 4 months on payment of double house rent then the normal rate, as such the applicant is liable to pay rent for the extended period of 4 months only Rs. 552/ as shown in his representation (Annexure-3) whereas the respondents wrongly charged Rs. 5765.60 in place of Rs. 552/ only and withheld the DCRG of the applicant wrongly for a period of more than 6 years and an amount of Rs. 5765.64. As such the respondents are liable to pay interest at the rate of Rs. 18% per annum for withholding of DCRG amount. So far item b and f the respondents themselves admitted that the amount was wrongly calculated and after recalculation it is found that only amount of Rs. 41+370 is in fact chargeable from the applicant and refunded the amount of Rs. 2753/- after a lapse of six years, as such the respondents are liable to pay interest on the withholding amount of DCRG at the rate of 18% per annum, the whole exercise of withholding an amount of Rs. 10251.50 has been made in total violation of the laid down Rule. It is already stated that so far items a and e are concerned the same is also wrongly calculated, no authentic document is produced regarding these items.

2. That with regard to the statements made in paragraphs 6 and 7, the applicant categorically denies the same and further begs to state that the entire DCRG amount have been withheld with a mala fide intention and in violation of Rule, it is

categorically submitted that the quarter was duly handed over well in time on 30.10.1995 with information to DCM, Guwahati, as such the statements that the quarter was not vacated in time is false and misleading. It is further stated that the applicant has obtained necessary permission for retention of the quarter from the competent Railway Authority for the period from 1.7.1995 to 31.01.995. As such the applicant is liable to pay rent double the normal rate which is stated to Rs. 552/-, the permission for retention of the quarter in question vide ADRM's Order issued under letter No. NI.E GHY/Q/13 dated 9.8.1995 to 31.10.1995 i.e. for a period of 8 months therefore the quarter for damage rent does not arise at all. Hence the damage rent bill is incorrect. Moreover DCRG cannot be withheld merely because of alleged recovery, for Electricity Bills and House Rent. The respondents in the instant case delayed the payment of DCRG for a period of more than one year as because for initial payment of Rs. 43208 received by the applicant only on 27.2.1996, as a result, the applicant has suffered irreparable financial loss. Thereafter out of Rs. 10251/- only after a lapse of six years and the balance is yet to be paid to the applicant, hence the respondents are liable to pay interest on the balance amount of Rs. 7499/- as well as for delayed payment of Rs. 43208/- and also on delayed payment of Rs. 2753/- @ 18% interest per annum. It is further submitted that the Rail Authority did not inform the applicant ^{about wrong fixation and recovery} at any point of time after his retirement on superannuation. Moreover, the bills were prepared on anticipation only a very incorrect manner otherwise the applicant would have settled the bills long back.

Accepted
2-12-95
OA
16/1/94

✓

It would be further evident from the letter dated 20.2.97 and 15.1.99 issued by the Railway Authorities that the bills as against item 'b' and 'e' wrongly prepared and bills against item 'f' also prepared on anticipation without any factual basis. So far item 'a' and 'e' are concerned no authentic document is produced before the Hon'ble Tribunal. As such entire withhold amount is liable to be paid by the respondents with interest however if there is any excess payment made by the respondents to the applicant so far leave salary is concerned the same ought to have been recovered after following the established procedure of law.

Copy of letter dated 22.9.77 and 15.1.1990 are annexed as Annexure 4 & 5 respectively.

In the facts and circumstances stated above the application is deserves to be allowed with costs.

V E R I F I C A T I O N

I, Sri Ardhendu Sekhar Das, Son of Late Haran Chandra Das, resident of Ulubari, Mukti Jajaroo Path, Guwahati-7, do hereby verify and declare that the statements in paragraphs 1 and 2 made in this Rejoinder are true to my knowledge and the rests are my humble submission before the Hon'ble Tribunal and I have not suppressed any material fact.

And I sign this verification on this the 10th day of May, 2002.

Ardhendu Sekhar Das

-5-
b
N.F. Railway.

Office of the
DRM(C)'s office Lunding.
Dated- 22.09-97.

✓
No. C/178-LN/87

To: DRM(P)/LN(P & Section)

Subj- Regarding the deduction an amount of non return
of brief case by Shri A.S.Das ex CCNI/GHY.

Ref- This office letter no- C/178-LN/87 dt. 14-11-95.

In partial modification of this office letter under reference
it is intimated that an amount of Rs 41.00 is to be deducted instead of Rs
417.36 towards the non return of the brief case by Shri A.S.Das at the time
of retirement. The amount of Rs 41.00 is being the cost of the Brief case.

For Divisional Rly. Manager(Coml)
N.F. Railway, Lunding.

Copy to- (1) CCO/PLS for information please. This is in reference to his
letter no- C/317/16/Claims/Store, dt. 03-04-95.

(2) Shri Ardhendu Sankar Das ex CCNI/GHY, Rly qrs no- 58(A)
Namburi P.O. Rly colony, Guwahati, 11 Dist- Kamrup (Assam) for
information please.

(3) CCR/GHY for information please.

✓ (4) LGA/ Legal cell/Lunding, for information please.

For Divisional Rly. Manager(Coml)
N.F. Railway, Lunding.

.....

12/10/97
RA

Government of India/Bharat Sarkar
Ministry of Railways/Rail Mantralaya
(Railway Board)

R.B.E.No. 8/90.

New Delhi, dated : 15.1.1990

o. E(G)85 CR 1/9.

The General Managers/FA & CAOS,
All Indian Railways, CLW, DLW, ICF, Metro Railway,
Calcutta and Wheel & Axle Plant, Bangalore.

The General Managers (Construction)/FA & CAOS (Construction),
Northeast Frontier Railway, Maligaon & Southern Railway,
Bangalore.

The Chief Administrative Officer (Construction),
Central Railway, Bombay.

The Director General/JDF, RDSO, Lucknow.

The officer on Special Duty, Rail Coach Factory
(Kapurthala), BMC Chowk, Mahay Market, Jalandhar City (Punjab).

The Chief Administrative Officer, MTP (Railways), Delhi,
Bombay and Madras.

The Principal, Railway Staff College, Vadodara.

The Principal, I.R.I.S.E. & T., Secunderabad.

The Principal, I.R.I.A.T.T., Pune.

The Principal, I.R.I.M. & E.E., Jamalpur.

The Secretary, Railway Rates Tribunal, Madras - 28.

The Chief Administrative Officer (R), D.C.W., Patiala.

Sub: Retention of Railway accommodation by Railway
employees.

..*.*.*

The Ministry of Railways have issued instructions from
time to time regarding retention of railway quarters by the
railway officers and staff on occurrence of various events, such
as transfer, deputation, retirement, etc. They have now
decided to issue consolidated and comprehensive instructions
on the subject as in the 'Annexure' in supersession of all
previous instructions. Requests from the railway officers and
staff for retention of the railway quarters on occurrence of
various events such as transfer, retirement, etc. should be
regulated in terms of the instructions contained in the Annexure.

A/T vide - 2192/-

Amr 10/05

2. The Ministry of Railways would also like to emphasise that benefit of retention of railway accommodation by employees on occurrence of various events should be allowed only to the extent permissible under the rules/extant instructions and that no special cases should be made out for any relaxation.

3. The Ministry of Railways have also decided that special orders already issued by them in individual cases or in respect of certain specified employees to meet requirements of the Administration, in relaxation of the existing instructions, will continue to subsist till the currency of the special sanction.

4. This issues with the concurrence of the Finance Directorate in the Ministry of Railways.

(A.L. DHINGRA)
DESK OFFICER ESTABLISHMENT
RAILWAY BOARD.

No.E(G)85QR1-9

New Delhi, dated: 15.01.1990.

Copy to A.D.A.I.(Railways)(with 46 spares).

for Financial Commissioner, Railways.
New Delhi, dated: 15.01.1990.

No.E(G)85QR1-9

Copy (with 35 spares) to General Secretary, NFIR,
3 Chelmsford Road, New Delhi.

Copy (with 35 spares) to General Secretary, AIRF,
4 State Entry Road, New Delhi.

Copy to all Members of the National Council/Departmental
Council and Secretary, Staff Side, 13-C Feroze Shah Road, New Delhi.

Copy to FROA, Fed.of Class-II Officers' Association.

K. Subramaniam
for Secretary, Railway Board.

Copy to PSs to:- CRB, FC, MS, ME, Adviser Staff, EDE, EDLM,
JDF(X)II,

F(X)I(with 10 spares), G(Acc.), LM(B), Sec(E), E(NG)I, E(NG)II
Branches, Railway Board.

.....

Amir
12/2/90

-12-
Annexure

Retention of Railway quarters by railway employees on occurrence of various events such as transfer, retirement, etc. - Consolidated instructions:

Permanent Transfer:

A railway employee on transfer from one station to another which necessitates change of residence, may be permitted to retain the railway accommodation at the former station of posting for a period of 2 months on payment of normal rent or single flat rate of licence fee/rent. On request by the employees, on educational or sickness account, the period of retention of railway accommodation may be extended for a further period of 6 months on payment of special licence fee, i.e. double the flat rate of licence fee/rent. Further extension beyond the aforesaid period may be granted on educational ground only to cover the current academic session on payment of special licence fee.

(ii) Where the request made for retention of railway quarter is on grounds of sickness of self or a dependent member of the family of the railway employee, he will be required to produce the requisite Medical Certificate from the authorised Railway Medical Officer for the purpose.

(iii) In the event of transfer during the mid-school/college academic session, the permission to be granted by the competent authority for retention of railway accommodation in terms of Item (i) above will be subject to his production of the necessary Certificates from the concerned school/college authority.

Special Provision in respect of employees transferred to N.F. Railway.

(2) A railway employee who has all India transfer liability or, in the exigencies of public service, is posted on transfer to the N.F. Railway, excluding Katihar Division, will be permitted to retain railway accommodation allotted to him/her at the last station of his/her posting, on payment of normal rent/single flat rate of licence fee/rent for the first two months and thereafter at 1½ times the normal rent/flat rate of licence fee/rent. However, officers posted subsequently to Katihar Division will continue to get this benefit on personal basis.

(ii) Staff posted to the Katihar Division of N.F. Railway will be governed by the rules and orders, as applicable to the generality of railway employees in regard to retention of quarters and payment of licence fee/rent therefor. The eligibility to these concessions of staff initially posted on transfer to N.F. Railway Divisions, other than Katihar, will cease if and when they are posted to any station in Katihar Division.

.....2/-

A.M. 28

1.3.

Special provision in respect of Northern Railway employees posted in New Delhi/Delhi area on transfer to the Railway Board's Office.

An employee of the Northern Railway posted to Ministry of Railways (Railway Board) at New Delhi/Delhi area may be permitted to retain the Northern Railway quarter at New Delhi/Delhi area for a period of 4 months on payment of normal rent/flat rate of licence fee/rent. Further retention for another two months on the grounds of sickness or for 4 months on the grounds of education of children may be allowed subject to conditions set forth in para 1.1 above. This will be subject to :-

- (i) that the employee on transfer to Board's office immediately applies for allotment of General Pool accommodation; and
- (ii) that when an allotment is made by the Directorate of Estates the employee accepts the allotment and moves to the accommodation within the permissible period.

1.4.

An employee posted at a station in the electrified suburban area of a Railway may on transfer to another station in the same electrified suburban area, may be permitted to retain the railway quarters at the former station on payment of normal rent/flat rate of licence fee/rent provided :-

- (i) the Railway Administration is satisfied and certifies that the concerned employee can conveniently commute from the former station to the new station for performance of duty without loss of efficiency; and
- (ii) the employee is not required to reside in an earmarked Railway quarter.

1.5.

Retention of Railway accommodation by the Railway Audit Staff.

The Railway Audit Staff on transfer away from the railway concerned, may be permitted to retain the railway quarter for a period of two months on payment of normal rent/flat rate of licence fee. In the event of retirement and death, the eligibility for retention of railway accommodation by retired Railway Audit Staff/

and families of the deceased Railway Audit Staff

(1)

Retirement : For a period of four months from the date of retirement on payment of normal

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rent/flat rate of licence fee/rent and the next four months on educational or sickness account on payment of special licence fee, i.e., double the normal rent or double the flat rate of licence fee/rent.

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- (ii) Death: The family of a railway audit staff who dies while in service may be permitted to retain the railway quarter for a period of six months on payment of normal rent/flat rate of licence fee/rent from the date immediately after the date of death of an employee.

Retention of railway quarters by apprentices.

An serving employee who is selected as an apprentice either departmentally or through the R.B. may be allowed to retain the Railway quarters at the station from where he/she proceeds on training, during the period of his/her apprenticeship.

- a) All transfers should be treated as permanent transfers unless the orders of transfer themselves specifically indicate that the transfers are "temporary."
- b) In the case of house owning employees the normal rent means the rent required to be paid by the house owning employees in terms of the Ministry of Railway's letter No. E(G)77 QR 1-53 dated 11.7.1984 and E(G)87 QR 1-21 dated 18.3.1988.
- c) A member of family means husband or wife, as the case may be, and child/children only. Dependant relatives such as widow mother, dependant brother or sister are not to be included for the purpose of these concessions.
- d) The current academic session refers to annual academic course ending with annual examination and not till the results thereof are announced. It does not also mean the total duration of any course of study; for example, in respect of 3 years degree course, the current academic session means first or second or third year of the course, as the case may be, and not the total 3 years.

An employee will have to furnish proper certificates from the recognised institution. Certificates for attending any part time course or any course not recognised by the Education Department of the State is not acceptable for the purpose of retention of railway quarter on educational ground.

- e) In case an employee requests for retention of quarter on the ground of sickness of self or a family member and also on account of education of a child/children, the permissible periods for retention

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of quarter on the ground of sickness and/or education will run concurrently, and not in separate spells.

2. Temporary Transfer :

(i) During the entire period of "temporary" transfer an employee may be permitted to retain the quarters at former place of posting on payment of normal rent/
/licence fee/ flat rate of rent. Temporary transfer should not, however, be ordered for a period of more than 4 months unless there are pressing circumstances.

(ii) Temporary transfers of non-gazetted employees initially for a period in excess of 4 months or by extension of the temporary transfer for periods aggregating more than 4 months should be ordered personally by an authority not lower than the Divisional Railway Manager. In respect of Gazetted employees, such temporary transfers should be ordered with the approval of the General Manager.

(iii) In cases where temporary transfer is converted into permanent one, the railway employee may be allowed to retain the railway accommodation at the old duty station for further period as admissible on permanent transfer on payment of rent as prescribed therefor, from the date on which the employee is informed of the permanent transfer. This period will be over and above the period already allowed to the employee on temporary transfer.

(iv) The Railway Administrations should review all cases of temporary transfer well before expiry of the period of 4 months of temporary transfer and decide whether the temporary transfer already ordered should continue to be temporary or be converted into a permanent one, to ensure that in the cases where temporary transfers are converted into permanent ones, the total period of retention of railway quarters on payment of normal rent flat rate of licence fee/rent is normally restricted to a period of 6 months.

Note: If an employee already on temporary transfer to a station is again transferred to yet another station either on temporary or on permanent basis, the permissible period of retention of Railway quarters as applicable in the case of temporary or permanent transfer will count from the date of transfer of the employee from the station concerned, for the purpose of retention of quarter at the original station. In the case of permanent transfer of an employee to another station from the station where she/he was on temporary transfer, the limit of six months as in para 2(iv)

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above, for retention of quarters at the original station on normal rent flat rate of licence fee/rent will not apply.

3. Deputation and Secondment in India :

In cases of deputation and secondments in India including deputation to other Ministries/Departments of the Central or State Governments and public sector Undertakings including R.I.T.E.S., IRCON, COFOIS, CRIS, Container Corporation, Indian Railway Finance Corporation and similar other deputation, the railway employees will be required to vacate the railway accommodation before their release by the Railway Administration to proceed on deputation. They will be required to produce documentary proof about vacation of the Railway accommodation before their actual release from the Railway post.

Note 1 : Railway employees assigned to R.C.F. are excluded from the purview of the above instructions.

Note 2 : Officers and staff proceeding abroad through RITES, IRCON may be permitted to retain the Railway quarters in their occupation from the date of their release upto the date of their departure abroad subject to a maximum period of 2 months only on recovery of rent at damages rate. The recovery of damages rate as well as relevant telephone, water, electricity and other similar charges would be the responsibility of RITES/IRCON and recoveries effected by them on that account should be credited to the Railway Administration concerned. The Managing Directors of RITES, IRCON will be personally accountable and responsible for ensuring that the officers and staff are not permitted to leave the country unless they produce documentary evidence to show that the Rly. accommodation has been vacated by them. It may also be ensured that in no case any exception is made under any circumstances and all such cases are strictly dealt with in the light of the aforementioned provision.

4. Deputation abroad :

An employee on deputation abroad may be permitted to retain the railway quarters as follows:

- a) for the entire period of his deputation abroad provided family passage facility is not availed of;

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- b) in case an employee avails of the family passage concession he/she may be permitted to retain the quarters for a period of 2 months or upto the date of departure of family in India, whichever is earlier.

Note: i) "Deputation abroad" means transfer of an employee for service abroad, during which period 'pay and allowances' of the employee is charged to Government of India revenues.

- ii) Railway employees posted abroad in the Indian Missions against posts pay and allowances of which are borne by the Ministry of Railways will be treated as on permanent transfer for the purpose of retention of quarter in India.

5. Training :

- i) An employee deputed for training in any railway or non-railway training institute/place or to attend seminar, conference, etc., may be permitted to retain the railway quarters for the period of training, seminar, etc. on payment of normal rent/flat rate of licence fee/rent.
- ii) An employee deputed for training abroad under any aided scheme such as Colombo Plan, etc. or at Government expenses may be permitted to retain the railway quarters for the entire period of deputation for training abroad.
- iii) When an employee already transferred from a station is deputed for training in India or abroad during the permissible period for retention of Railway quarters at the old station, the period of retention of quarters as admissible on transfer will be automatically got extended by the period of deputation for training. The rent to be charged for the period of deputation for training will be normal rent/flat rate of licence fee/rent, if the training commences from a date within the first two months of transfer and special licence fee if it commences after the first two months.

6. Leave including Extraordinary Leave :

- i) A Railway employee in occupation of railway quarter may be permitted, while on leave for a period not exceeding 120 days, to retain the quarter for the period of leave on payment of normal rent/flat rate of licence fee/rent provided

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the authority sanctioning the leave certifies that the employee concerned is likely to be posted back to old station on expiry of his leave.

ii)

When an employee takes leave (LAP) before he/she is ordered to be transferred, he/she may be permitted to retain the quarter for the period of leave upto the date of transfer/relief on payment of normal rent/flat rate of licence fee/rent and thereafter he/she may be allowed retention of the quarter as applicable in case of transfer on payment of rent, as specified therefor.

iii)

When an employee takes leave after he/she is transferred/relieved he/she may be permitted to retain the railway quarters at the old station for the period permissible in case of transfer counted from the date of relief on payment of rent, as specified therefor. The period of retention of quarter permissible in case of leave will not be allowed in addition.

Leave on Medical Ground :

i)

An employee on medical leave may be permitted to retain the quarter for the full period of leave on payment of normal rent/flat rate of licence fee/rent.

ii)

When an employee already on medical leave is ordered to be transferred to another station, retention of Railway quarter will be permitted for the period of medical leave on normal rent/flat rate of licence fee/rent and thereafter for periods as admissible on transfer on payment of rent as specified in case of transfer.

iii)

When an employee already relieved on transfer to another station takes leave on medical ground, the period for retention of Railway quarter on transfer will automatically get extended by the period of sanctioned medical leave. During the period of medical leave normal rent/flat rate of licence fee/rent should be charged if the medical leave is taken from a date within the first two months of transfer and double the flat rate of licence fee etc. if it is taken after the first two months.

Maternity Leave :

An employee granted maternity leave may be permitted to retain the railway quarter for the period of maternity leave plus any leave granted

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of 5 months.

1647 9. Leave Preparatory to Retirement :

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An employee granted leave preparatory to retirement may be permitted to retain the railway quarter for the full period of leave on average pay subject to a maximum of 180 days.

10. Leave granted to employees who retire under the provision of FR 56(i) :

An employee who retires from service under the provision of FR 56(i) may be permitted to retain the railway quarter during the period of earned leave, not exceeding 4 months sanctioned preparatory to retirement, on payment of normal rent. The concession regarding retention of railway quarter after retirement will not be available to such a retired employee, in addition.

11. Retention by State Government/Union Territories employees on repatriation.:

An employee of the State Government/Union Territory on deputation with the Indian Railways may, on repatriation to the parent Government/Department be permitted to retain the railway quarter for a period of 2 months from the date of relief on payment of normal rent.

12. Leave ex.India :

An employee on leave ex.India not exceeding 180 days may be permitted to retain the quarter on payment of normal rent/flat rate of licence fee/rent for the entire period, provided the entire period of leave or any portion thereof is spent outside India and the competent authority certifies that the employee will be reposted to place of posting on expiry of the leave period.

13. Study Leave :

i) If the study leave is upto 6 months :

The Railway employee may be permitted to retain the railway accommodation for the full period of study leave on payment of normal rent.

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ii) In case study leave extends beyond 6 months :

The railway employee may be permitted to retain the railway quarter for the first six months on payment of normal rent/flat rate of licence fee/rent thereafter retention of the railway quarter can be permitted to a further period of six months or till the period of study leave, whichever is less, on payment of special licence fee or double the flat rate of licence fee/rent.

14. Retirement :

A railway employee on retirement including voluntary retirees may be permitted to retain the railway accommodation for a period of 4 months on payment of normal rent/flat rate of licence fee/rent and the next 4 months on educational or sickness account on payment of special licence fee, i.e., double the normal rent or double the flat rate of licence fee/rent. This is also applicable to audit staff doing railway audit work.

15. Resignation/dismissal/removal :

An employee who resigns from service or is dismissed or removed from service may be permitted to retain the railway quarter for a period of one month only on payment of normal rent/flat rate of licence fee.

16. Death :

The family of a railway employee who dies while in service may be permitted to retain the railway quarter for a period of 6 months on payment of normal rent/flat rate of licence fee/rent from the date immediately after the date of death of an employee. This also applies to audit staff doing railway audit work.

17. On expiry of the permissible/permitted period indicated in all the above cases, the allotment of quarter in the name of the employee at the old station will be deemed to have been terminated automatically. Retention of quarter by the employee after expiry of the permissible period will be treated as unauthorised. During the period of unauthorised occupation the employee should be required to pay double rate of rent in respect of the railway quarter.

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of damages rate of rent should not be pended on the ground that the employee has appealed or the case of the employee has been referred to the Ministry of Railways for regularisation of the excess period of retention. If the appeal of the employee succeeds he will be allowed refund as due.

18.

The General Managers of Railway Administration and the Chief Administrative Officers of Projects/Organisation etc., may assign the work relating to granting of permission for retention of quarters to one or more officers in the Headquarters/Divisions as considered necessary. These officers will be responsible for implementing the orders regarding retention of quarters issued from time to time within the parameters laid down by this Ministry. If several officers are assigned this work in Headquarters/Divisions, an officer of appropriate level should be entrusted with the work of periodically overseeing and co-ordinating the work done by lower authority/authorities.

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