

FORM NO. 4.
(SEE RULE 42)

CENTRAL ADMINISTRATIVE TRIBUNAL,
GUWAHATI BENCH.

ORDER SHEET

Original Application No. _____

Wise. Petition No. _____

Contempt Petition No. _____

Review Application No. 9/05

Applicant(s): Union of India

Respondant(s): A. K. Sankar

Advocate for the Applicant(s): Sankat Ali

Advocate for the Respondant(s): Miss. Das, Addl. C.A.

Notes of the Registry	Date	Order of the Tribunal
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5.10.2005 | Present : Hon'ble Mr. Justice G. Sivarajan, Vice-Chairman.

Hon'ble Mr. M.K. Misra, Administrative Member.

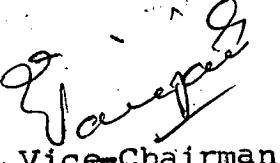
Heard Ms. U. Das, learned Addl.

C.G.S.C. for the applicants and Mr. S. Ali, learned Sr. Advocate for the Opposite party.

Issue notice..

Post on 10.11.2005.


Member


Vice-Chairman

Ms. U. Das, learned Addl.C.G.S.C. is present ~~for~~ for the applicants. The notice issued to the respondent has not been returned after service.

Post on 9.12.2005.


Vice-Chairman

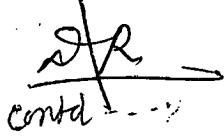
The review petition before placing the Hon'ble court, it may be placed before the Hon'ble V.C. for circulation.

Laid for favor of
order.

9/05
S.O.(5)

9/05
S.O.(5)

bb


contd...
DR

9.12.05

The notice to the Respondents has not been returned.

Post the matter on before the next available Division Bench.

S. Jayaram
Vice-Chairman

Notice & order
Sent to D/Section
for issuing to
post by regd.
A/D post.

lm
25/10.

09.03.06.

The review petition has been filed by the Respondents in the O.A. contending that there are some mistakes apparent on the fact of the records. The counsel Ms. U. Das learned Addl. C.G.S.C. for the Review petitioner has submitted that she got some telephonic information from the petitioner stating that substantial relief has already been granted to the applicant. The applicant in the O.A. is reinstated. Accordingly, and relief is granted. Therefore she is not interested to press the Review Application. Accordingly, O.A. is closed as not press.

S. Jayaram
Vice-Chairman

① Service report awaited

My
8/12/05

8-3-06

① Service report
awaited.

② No Reply has been
bited.

lm
Vice-Chairman

16.3.06
copy of the order

has been sent to
the office for issue.
The one to the Adv. in
is appurtenant to the
peoply.

John

Contd -

This is a Review Application filed against the order dt 22-6-2005 passed by a Division Bench, comprising of Hon Mr Justice G. Sivraj, Vice Chairman and Hon Mr K. V. Bahadur, Administrative Member, who has since retired on 18-8-2005. As per Appendix IV of CAT Rules of Practice - Review of order - in which one of the members has ceased to be a Member of the Tribunal will be disposed of as under -

"If one of the members who passed the order is available, in that Bench, the Vice Chairman shall constitute a Bench with him and any other member of the Bench and place the petition for preliminary hearing."

In this case since Hon Vice Chairman himself is a member of the Division Bench who passed the order, the matter is placed before Hon VC for appropriate orders.

Hon VC

21/6/05
9/9/05

Post this matter before a Division Bench next constituted. Single Bench Cannot Review.

SO (J)

6/9/05

29/6/05
6/9/05

Just not available
DTP is available
6/9/05

view that it merits a hearing, then the petition shall be placed before that Bench for preliminary hearing. In such a case, it would not be necessary to seek orders of the Chairman.

2. Review of order passed by the Bench of which one Member belongs to the local Bench and the other is a Member of another Bench.

In such a case, the Review Petition shall be sent for consideration by circulation to the Members who passed the order. If one of them is of the view that it merits a hearing, then the petition shall be placed for preliminary hearing. For that purpose, the Vice-Chairman of the local Bench shall seek orders of the Chairman.

3. Review of order in which both the Members have ceased to be Members of the Tribunal.

In such a case, the Vice-Chairman shall place the Review Petition for preliminary hearing before a Bench consisting of any two Members of that Bench. It would not be necessary to seek orders of the Chairman in such a case.

4. Review of order in which one of the Members has ceased to be a Member of the Tribunal.

If one of the Members who passed the order is available in that Bench, the Vice-Chairman shall constitute a Bench with him/her and any other Member of the Bench and place the petition for preliminary hearing.

If not, the Vice-Chairman shall constitute a Bench consisting of any two Members of that Bench.

5. Review of order when both the Members who passed the order are Members of other Benches.

In such a case, the Vice-Chairman shall arrange to send the Review Petition to both the Members to consider the petition by circulation. If one of them is of the view that the petition merits a hearing, then the petition shall be placed for preliminary hearing. For that purpose, the Vice-Chairman shall seek orders of the Chairman.

Review of Orders passed by a Single Member Bench

II. (a) If the Single Member who decided the case continues to be a Member of that Bench, the petition shall be placed before him/her for consideration by circulation. If the Member is of the view that the petition merits a hearing, it shall be posted before him/her for preliminary hearing.

(b) If the Member who decided the case has become a Member of another Bench of the Tribunal, the Vice-Chairman shall send the petition to him/her for being considered by circulation. If the Member is of the view that the petition merits a hearing, then the petition shall be placed for preliminary hearing. For that purpose, the Vice-Chairman shall seek orders of the Chairman.

(c) If the Single Member who passed the order has ceased to be a Member of the Tribunal, then the Vice-Chairman shall post the petition for preliminary hearing before any Member of the Bench. In such a case, it would not be necessary to seek the orders of the Chairman.

III. If the Review Petition is not summarily dismissed, further hearing shall be by the very same Bench constituted as per the aforesaid provisions.

IV. Orders of the Chairman may be sought when a situation not covered by the above provisions arises or when in the interest of justice it is necessary to deviate from the same.

NOTE.— The above procedure shall *mutatis mutandis* be followed in the Principal Bench.

(V.S. MALIMATH)
Chairman

APPENDIX – V

[See Rule 145]

CAT (Destruction of Records) Rules, 1990
(See Section 5 of this Compilation)

APPENDIX – VI

[See Rule 154 (b)]

DEPARTMENTWISE CLASSIFICATION OF CASES

(A) All India Services

1. Indian Administrative Service.
2. Indian Police Service.
3. Indian Forest Service.
4. Indian Foreign Service.

(B) Other Services regulated by Central Government Service Rules.

5. M/o Agriculture.
6. M/o Chemicals and Fertilizers.
7. M/o Civil Aviation and Tourism.
8. M/o Civil Supplies, Consumer Affairs and Public Distribution.
9. M/o Coal.
10. M/o Commerce.
11. M/o Communications.
12. M/o Defence.
13. M/o Environment and Forests.

who passed the order for consideration by circulation. If one of them is of the
In such a case, the Review Petition shall be placed before the Members

Review of order in which both the Members who passed the order
I. 1. Review of order in which both the Members who passed the order

Review of Orders passed by a Bench of Two Members

Benches of the Central Administrative Tribunal:—
Benches with the Review Petitions presented before different (additional)
Benches hereby make the following order with the object of avoiding delay in
orders in this regard, I, V.S. Malimath, Chairman, Central Administrative Tribunal
Administrative Tribunals Act, 1985, read with Rule 17 of the Central Adminis-
trative Tribunal (Procedure) Rules, 1987 and in supersession of all previous
In exercise of the powers conferred by Sections 5, 12 and 22 and of the

NOTIFICATION

No. 13/19/91-JA, dated the 18th February, 1992
Fardkot House, Copernicus Marg, New Delhi - 110 001

CENTRAL ADMINISTRATIVE TRIBUNAL

[See Rule 49]

APPENDIX - IV

Chairman
(V.S. MALIMATH)

In situations where a Division Bench is not available for dealing with
urgent cases for admission and grant of interim orders, and the urgency is
such that the matter cannot be deferred until a Division Bench becomes avail-
able, the Single Member Bench is authorized to take up such urgent cases for
admission and grant of interim orders subject to the condition that if the Single
Member is not inclined to admit the matter he shall refer the matter, for
being placed before the appropriate Division Bench as soon as the same
becomes available.

In exercise of the powers conferred by sub-section (6) of Section 5 of
the Administrative Tribunals Act, 1985, I hereby make the following

ORDER

No. 13/2/87-JA, dated the 20th January, 1992
Fardkot House, Copernicus Marg, New Delhi - 110 001

CENTRAL ADMINISTRATIVE TRIBUNAL

[See Rule 19 (b)]

APPENDIX - III

Chairman
(V.S. MALIMATH)

most Vice-Chairman of the Principal Bench who is available, may
call or special orders, as the Chairman and in his absence, senior-

Principal Bench and other Benches, shall be subject to such general
power of constitution of Benches and distribution of work of the
Benchestandings anything contained in the above paragraphs, the

(2) In the case of other Benches, the Vice-Chairman and in his absence,
the seniormost Member available, shall regulate constitution of
work of that Bench.

(1) In the case of the Principal Bench, the Chairman and in his
absence, the seniormost Vice-Chairman available and in their
absence, the seniormost Member available, shall regulate constitution of
Benches of Benches (including Vacant Bench) and distribution of

In exercise of the powers conferred by Section 5 and all other enabling
provisions of the Administrative Tribunals Act, 1985 and in supersession of
all orders on the subject, I hereby make the following order regulating
constitution of work of the Principal Bench and other
Benches of the Central Administrative Tribunal:—

ORDER

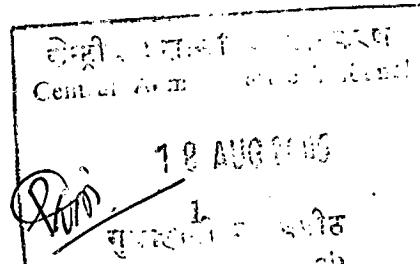
No. 13/19/91-JA, dated the 18th December, 1991
Fardkot House, Copernicus Marg, New Delhi - 110 001

CENTRAL ADMINISTRATIVE TRIBUNAL

[See Rule 18 (d)]

APPENDIX - II

1. Cases relating to crossing of efficiency bar.
2. Cases relating to claims of medical reimbursement, leave, joining time,
LTC and overtime.
3. Cases relating to claims of efficiency bar.
4. Cases relating to grant of pension, family pension, other retirement bene-
fits, and cases relating to interest on pension, other retirement benefits.
5. Cases relating to grant of pension, family pension, other retirement bene-
fits, and cases relating to interest on pension, other retirement benefits.
6. Cases relating to grant of pension, family pension, other retirement bene-
fits, and cases relating to interest on pension, other retirement benefits.
7. Cases relating to grant of pension, family pension, other retirement bene-
fits, and cases relating to interest on pension, other retirement benefits.
8. Cases relating to grant of pension, family pension, other retirement bene-
fits, and cases relating to interest on pension, other retirement benefits.
9. Cases relating to grant or refusal to grant advances/loans.
10. Cases relating to stagnation increment.
11. Cases relating to grant of passes to Railways employees.
12. Cases relating to grant or recovery of allowances.
13. Cases relating to compassionate appointment/appointment of dependents



BEFORE THE CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH, GUWAHATI

RA NO 9 /05
IN OA NO. 149 /05

SHRI ANANDA KUMAR SARKAR
.....APPLICANT
-VERSUS-
UNION OF INDIA & ORS
.....RESPONDENTS

IN THE MATTER OF

An application under section 22 (f) of the
Administrative Tribunal Act, 1985 praying for
review of the Judgment and order dated
22.6.2005 passed in OA No. 149/2005 passed
by the Hon'ble Central Administrative Tribunal,
Guwahati Bench, Guwahati.

AND

IN THE MATTER OF

1. UNION OF INDIA,

Represented by the Secretary to the Government
of India, Ministry of Communications &
Information Technology.

Department of Post, Dak Bhawan, Sansad Marg,
New Delhi-1

2. The Chief Postmaster General,
North- East Circle
Shillong-793001

3. The Director of Postal Services (HQ),

5
Anand
Chosen
Postmaster General
North- East Circle
Shillong-793001
Filed by
the petitioner
Anand
Das
Addl. case
18/81 D-5

North- East Circle,
Shillong-793001

.....PETITIONERS
-VERSUS-

SHRI ANANDA KUMAR SARKAR

.....RESPONDENT

THE HUMBLE PETITION ON BEHALF OF THE PETITIONERS ABOVE NAMED
MOST RESPECTFULLY SHEWETH

BRIEF HISTORY OF THE CASE

Sri Ananda Kr. Sarkar, Sr. Private Secretary, O/o the Chief Postmaster General, N. E. Circle, Shillong, took the following advances from the Department, under the terms and conditions laid down in the relevant Rules of the advances, but did not fulfill the conditions, as mentioned below:

a) **House Building Advance-** An amount of Rs. 4,12,500/- was sanctioned as House Building Advance; to Sri Ananda Kumar Sarkar vide this office Memo. No. AP/27-83/2003 dated 19.8.2003 and first installment of the same amounting to Rs. 2,06,250/- was paid to him on 22.10.2003. An additional amount of Rs. 75,000/- was also paid on 04.02.2004. As per House Building Advance Rule 7(a) (Annexure-A to this RA) the construction was to be completed within 18 months of the on which the first installment was paid. On completion, Sri Ananda Kr. Sarkar was to insure the house at his own cost and to deposit the policy with the Government but he has failed to do so and as such, he was liable to refund the entire amount of advance along with penal interest over and above the normal interest of the advance, in one lump sum.

b) **Scooter Advance-** An amount of Rs. 30,000/- was paid to Sri Ananda Kr. Sarlar as Scooter Advance on 03.09.2001, under Rule 211 of General Financial Rule (Annexure-B to this RA) with instruction to submit Registration Book, Registration Certificate and Insurance Certificate of the Scooter within one month as per G.I.D below Rule 206 of GFR (Annexure-C to this RA) and Rule 425 of Swamy's -P & T Financial Hand Book Vol-1 (Annexure-D to this RA). But he failed to submit the required document till date. The particulars of the

purchase of the Scooter have not been communicated nor the scooter is mortgaged in GFR Form-24. As such, he was to refund the full amount of advance drawn together with interest as per Rule 206 of GFR & G.I.D. below Rule 207 of GFR (Annexure-C to this RA) Therefore, the amount needs to be recovered in maximum lumpsum from his salary.

c) **Personal Computer Advance** - An amount of Rs. 74,950/- was paid to said Sri Ananda Kumar Sarkar as Personal Computer Advance on 20.12.2002, under the terms & conditions laid down in GFR 199(5)(Annexure-E to this RA) according to which the Personal Computer was required to be mortgaged in the name of the President in GFR Form-24 with suitable modification, but he failed to do so, till date. The failure to execute a mortgage bond in time renders the Govt. servant drawing advance liable to refund forthwith the whole of the amount of advance with interest accrued as per G.I.D. below GFR 207 (Annexure-B to this RA) and Rule 425 of Swamy's - P&T Financial Hand Book Vol.-I (Annexure-D to this RA). Since Sri Sarkar did not refund the amount, recovery needs to be made in lumpsum from his salary.

d) **Motor Car Advance** - An amount of Rs. 1,50,000/- was paid to said Sri Ananda Kumar Sarkar as Motor Car Advance on 07.02.2005, with instruction to submit Registration Book, Registration Certificate and Comprehensive Insurance Cover of Motor Car within one month as per GFR 206 (Annexure-C to this RA), but said Sri Sarkar failed to submit the required documents till date. He did not apply for any extension of time also under the provision enunciated in GID(2) below GFR 206 (Annexure-C to this RA) The particulars of the purchased Motor Car, if any, have not been communicated nor the car was mortgaged in GFR Form-24, as prescribed in Rule 425 of Swamy's -P & T FHB Vol.-I. (Annexure-D to this RA) This amount also needs to be recovered in lumpsum from his salary.

Copies of the Rules are annexed herewith and marked as Annexure A,B,C & D, respectively.

Recovery - Since said Sri Ananda Kumar Sarkar did not fulfill any of the conditions mentioned above for the advances drawn and did not refund any of the amount of advances, he was asked to refund the amounts in one lump-sum along with penal interest at Shillong G.P.O. immediately, vide 3rd Para of the letter No. AP/2 //Mise-Recovery/2004-05 dtd.29.3.05.(Annexure-F). But said Sri Sarkar did not give any response to that letter also and than recovery of maximum lumpsum amount from his monthly salary was imposed from the salary of April,2005 (i.e. allowing another month from issue of the letter dtd. 29.3.05.) A copy of the letter dtd.29.3.05 is annexed herewith and marked as Annexure-F.

Said Sri Ananda Kr. Sarkar filed O.A. No. 121/2005 and subsequently 149/2005, before Hon'ble Central Administrative Tribunal, Guwahati Bench.

A copy of the order dated 31.5.2005 is annexed herewith and marked as Annexure-G

1) That the applicant, Sri Ananda Kr. Sarkar, filed the OA No. 149/2005 before this Hon'ble Tribunal seeking following directions:-

- i) To set aside the order of attachment of the applicant with the Director Postal Services (HQ), N. E. Circle, Shillong.
- ii) To set aside the order of 'Dies-Non' and to grant Earned Leave for the period from 4.3.2005 to 20.3.2005 that is the period of 'Dies-Non'.
- iii) To set aside the order of recovery of advance on lump sum paying one rupee per month to the applicant with effect from April, 2005.
- iv) After setting aside the orders of recovery the salary of the applicant may be refunded for the month of April & May 2005.
- v) To set aside the order dated 14.6.2005 passed by the Chief Post Master General.

2. That the Hon'ble Tribunal while entertaining the OA, was pleased to disposed of the same at the Admission stage itself directing the respondents to issue a show cause notice containing all the details- as to what are the Rules and Regulations of each of four advances alleged to have not been complied with, to the applicant and the applicant will be asked to show cause against the proposal to recover all the four advances within a time frame. If the applicant furnishes his objections to the above with supporting materials/ documents, the 3rd respondent will consider the same and pass appropriate orders.

3. That the Hon'ble Tribunal also directed in the 2nd direction regarding treatment of the period of absence for the period 04.03.2005 to till the date of joining, the respondents

will consider as to whether the said period can be treated as Earned Leave to his credit. A decision in the matter as directed hereinabove would be taken within a period of two months from the date of receipt of the order. Recovery of the lump sum ordered in Annexure-1, 5 and 14 will be deferred till a decision is taken as directed and communicated to the applicant.

A copy of the order-dated 22.6.2005 is annexed herewith and marked as Annexure-H.

4) That the petitioners beg to state the order of recovery dated 14.6.2005 which was passed in compliance of the order dated 31.5.2005 passed by the Hon'ble Tribunal in OA No. 121/2005 which is a detailed order passed in accordance with the Rules mentioned above (Annexure- A, B, C & D to this RA).

A copy of the order dated 14.6.2005 is annexed herewith and marked as Annexure-I.

5) That the ~~petitioners~~ most respectfully beg to state that since the order dated 22.6.2005 was disposed of in the admission stage itself the respondents could not produce the relevant Rules and guidelines as per which the recovery of lump sum amount has been made. It is pertinent to mention here that as per the order dated 22.6.2005; the Director of Postal Services (HQ) has issued a Show Cause Notice to Sri Ananda Kr. Sarkar for misuse of advances and recovery thereof on 1.8.2005. *Reply is yet to be received.*

A copy of the order-dated 1.8.2005 is annexed herewith and marked as Annexure-J.

6) That the petitioners most humble and respectfully beg to submit that the Hon'ble Tribunal was pleased to pass an interim order while disposing of the OA No. 149/2005 in the admission stage that the recovery of the lump sum ordered in Annexure 5 & 14 (order dated 29. 3 2005 and 14.6.2005, Annexure -F & I to this RA) would be deferred till a decision is taken as directed in the order and communicated to the same. It is stated that the petitioners have issued the Show Cause Notice dated 1.8.2005 to Sri Sarkar as per direction of this Hon'ble Tribunal. The petitioners beg to submit that since the order of recovery has been issued as per the Annexure- A, B, C & D Rules and Guidelines which

have been guiding the filed, the Hon'ble Tribunal may be pleased to review the Judgement and order dated 22.6.2005 to the extent of recovery part.

- 7) The prayers of the applicant (Sri Ananda Kumar Sarkar, PS) relating to requests indicated at paras 1(i) to 1(v) of this Review petition has been answered in Chief PMG, N.E. Circle, memo. No. Vig/LC-26/05 (CAT) dated 14.6.2005 (photo copy is enclosed as Annexure-1) bearing reference to Hon'ble CAT, Guwahati Order dtd.31.5.2005, in this case. None of the prayers of the applicant can be accepted and granted as per existing rules and regulations of the Govt. of India and minimum behaviour conduct expected of a Government servant.
- 8) That the petitioners beg to state that it is the duty of the petitioners to bring the relevant Rules before the Hon'ble Tribunal, hence this application has been filed praying for review of the judgment and order dated 22.6.2005 only to the extent of recovery part since the other part such as direction to issue a Show Cause Notice has already been complied with.
- 9) That the humble petitioners pray before the Hon'ble Tribunal that the Hon'ble Tribunal may be pleased to review the judgment and Order passed in OA No. 149/2005 to the extent narrated above considering the relevant Rules produced by the petitioners.
- 10) That this petition has been filed bonafide and to secure ends of justice.

In the premises aforesaid it is most respectfully prayed that Your lordships may be pleased to review the Judgment and Order dated 22.6.2005 and passed in OA No. 149/2005 to the extent narrated above and /or may be further pleased to pass any such order/orders as Your lordships deem fit and proper.

And for this act of kindness the humble petitioners as in duty bound shall ever pray.

AFFIDAVIT

I, Shri A. H. J. T. GHOSH DASTI DAS, aged about 58 years at present working as CHIEF POSTMASTER GENERAL, NORTHEAST CIRCLE, SHILLONG, who is one of the Petitioners in the present Review. Petition and taking steps in the matter and hence competent to sign this affidavit do hereby solemnly affirm and state that the statement in paragraphs 1 to 8 are matter of records, are true to my information derived there from and the paragraph 9, 10 are my humble submission before this Hon'ble Tribunal. I have not suppressed any material fact.

And I sign this affidavit on this 18th day of August, 2005 at Guwahati

Identified by me

Usha Das
advocate

A. H. J. T. Ghosh Dasti Das

DEONENT
(A. GHOSH DASTI DAS)
Chief Postmaster General
Northeast Circle

Solemnly affirm and state that the deponent, who is identified by Miss Usha Das, Advocate, on this 18th day of August, 2005 at Guwahati

Guwahati, 18.8.05
S. C. GSC

and disbursed on the last working day of the same month, the date of deposit in the case of recovery of his subscription, is deemed to be the first day of the succeeding month.

2. The treatment is given to recoveries of GPF and long-term advances including House Building Advance recoveries while maintaining broad sheets, allowing of interest in case of GPF and charging of interest in case of advance. A solved example which conforms to this working is given at Pages 282-283 of *Swamy's Handbook*, 1989. Thus, in the instant case, the balance at the end of May, 1980, will be treated as Rs. 60,000 and not Rs. 59,400.

[G.I., M.U.D., U.O.U., D.I.D. No. 1329/H-III/89, dated the 13th October, 1989 and C. & A.G.'s Endt. No. 797-Audit I/126-85-I (133), dated the 6th December, 1989.]

(6) **Clarifications regarding levy of revised rates of interest where HBA was sanctioned and paid on or after 26-7-1990.**— In continuation of this Office Letter No. 762/Audit I/90/KW, dated 28-11-1990, on the subject mentioned above, I am directed to state that the matter regarding the levy of interest and mortgage deed had been referred to Government and the following clarifications have been issued by them which may be followed in respect of the cases mentioned in your Letter (i) No. Admn. III/HBA/4-2/492, dated 26-10-1990, (ii) No. Estt. 4/38/85-90/853, dated 12-10-1990.

(i) The rate of interest to be levied on those Government servants who have been sanctioned and paid House Building Advance on or after 26-7-1990, but before the receipt of Ministry's OM, dated 26-7-1990 (revising the rate of interest on HBA), will be the rates prescribed in the said OM, dated 26-7-1990.

(ii) In respect of cases where the mortgage deed had been executed/registered and HBA was sanctioned and paid on or after 26-7-1990 on the basis of the rates of interest prescribed in OM, dated 24-6-1987, due to non-receipt of the OM, dated 26-7-1990, necessary changes in the mortgage deeds already executed may be carried out by executing supplementary mortgage deeds. The supplementary mortgage deeds will also be required to be registered. The agreements already executed in such cases, may, however, be replaced by executing fresh agreements.

[C. & A.G.'s No. 24 Audit I/190/KW/1-91 (H), dated the 15th January, 1991, addressed to the A.G. (Audit-I), West Bengal and A.G. (A & E), Agartala.]

7. Construction, Maintenance, etc.

(a) The construction of the house or additions to living accommodation in an existing house (as the case may be) shall be—

(i) carried out exactly in accordance with the approved plan and specifications on the basis of which the amount of the advance has been computed and sanctioned. The plan and specifications should not be departed from without the prior concurrence of the Ministry of Works, Housing and Supply. The Government servant shall certify, when applying for the

instalments of the advance admissible at the plinth/roof level, that construction is being carried out strictly in accordance with the plan and estimates furnished by him to the Government of India, that the construction has actually reached plinth/roof level, and that the amount already drawn has actually been used on the construction of the house. The Head of the Department may, if necessary, arrange to have an inspection carried out to verify the correctness of the certificates;

(ii) completed within 18 months of the date on which the first instalment of the advance is paid to the Central Government servant concerned. Failure to do so will render the Government servant liable to refund the entire amount advanced to him (together with interest thereon calculated as in Rule 6 above), in one lumpsum. An extension of the time-limit may be allowed up to one year by the Head of the Department and for a longer period by Government in those cases where the work is delayed due to circumstances beyond the control of the Government servant. The date of completion of construction must be reported to the Head of the Department concerned without delay.

(b) Immediately on completion or purchase of the house, as the case may be, the Government servant concerned shall insure the house, at his own cost, with the Life Insurance Corporation of India for a sum not less than the amount of the advance and shall keep it so insured against damage by fire, flood and lightning, till the advance together with interest, is fully repaid to Government and deposit the policy with Government. The premia must be paid regularly and the premium receipts produced for inspection by the appropriate authority (viz., Head of Office or Department concerned). In the event of failure on the part of the Government servant to effect insurance against fire, flood and lightning, it shall be lawful, but not obligatory, for the Government to insure the said house, at the cost of the Government servant concerned and add the amount of the premium to the outstanding amount of the advance and the Government servant shall be liable to pay interest thereon, as if the amount of the premium had been advanced to him as part of the aforesaid advance at the prevailing rate of interest, till the amount is repaid to the Government. The Head of the Department/Accounts Officer will obtain from the Government servant drawing the advance, a letter (as prescribed in Form No. 8) to the Insurer with whom the house is insured, to notify to the latter the fact that Government is interested in the insurance policy secured. The Head of the Department/Accounts Officer will himself forward the letter to the Insurer and obtain his acknowledgement. In the case of insurances effected on an annual basis, this process should be repeated every year until the advance has been fully repaid to Government.

(3) When mortgage bond is not executed in time.—The failure to execute a mortgage bond in time will render the Government servant drawing the advance liable to refund forthwith the whole of the amount of advance with interest accrued unless good and sufficient reason is shown to the contrary and the authority mentioned in Rule 191 waives the condition prescribed in this regard.

[G.I., M.F., O.M. No. F. 16 (4)-E. II (A)/64, dated the 4th January, 1965.]

Rule 208. Insurance.—*Deleted.*

Rule 209. Deleted.

B. MOTOR BOATS

Rule 210. Deleted.

C. MOTOR CYCLES

Rule 211. Subject to the provisions of Rule 193, an authority competent to sanction the advance for the purchase of a motor car, may sanction to a Government servant an advance for the purchase of a motor cycle/scooter/moped. Such an advance shall be subject to the same conditions regulating the advance for purchase of a motor car except provision contained in Rule 207:

Provided that notwithstanding anything contained in Rule 199, the amount of such advance for the first occasion shall not exceed Rs. 30,000 (Rupees Thirty thousand) or six months' basic pay or the anticipated price of the motor cycle/scooter/moped, whichever is the least.

The quantum of advance that may be granted on the second or subsequent occasions for the purchase of a motor cycle/scooter/moped shall be restricted to Rs. 24,000 (Rupees Twenty-four thousand) or five months' basic pay or the anticipated price of the motor cycle/scooter/moped, whichever is the least:

Provided further that notwithstanding anything contained in Rule 201, the amount of advance granted to Government servant for the purchase of motor cycle/scooter/moped shall be recovered from the Government in such number of equal monthly instalments as he may elect but such number shall not be more than seventy.

IV. SPECIAL CONDITIONS OF GRANT OF ADVANCES FOR THE PURCHASE OF OTHER CONVEYANCES INCLUDING BICYCLES

A. BICYCLES

Rule 212. A Government servant, who is in receipt of basic pay not exceeding Rs. 5,000 (Rupees Five thousand) per month may be granted an advance for the purchase of a bicycle:

Provided that:—

- (i) the amount of such advance shall not exceed Rs. 1,500 (Rupees One thousand five hundred) and shall be restricted to the anticipated price, inclusive of sales tax, of the bicycle. If the actual price of the bicycle paid by the Government servant is less than the amount of the advance sanctioned, he shall refund the balance to Government forthwith.
- (ii) the amount of such advance shall be recovered in the manner prescribed in Rules 201 and 202 in equal monthly instalments not exceeding thirty;
- (iii) the amount of interest calculated under Rule 198 shall be recovered in the manner prescribed in Rules 203 and 204.

Rule 213. If a Government servant, without a substantive appointment, is granted an advance for the purchase of a bicycle, but ceases to be in Government service before the amount of the advance and the interest thereon is completely repaid, the balance shall, to the extent possible, be adjusted against the pay and allowances due to the Government servant. Any amount, as then remains unpaid, shall be recovered forthwith from the surety, if any.

GOVERNMENT OF INDIA'S DECISIONS

(1) **Instructions for grant of subsequent advance.**—Advance for the purchase of bicycles should be granted after close scrutiny of the application with a view to ensuring that they are granted only in genuine cases and that the Budget provision for the purpose is not exhausted quite early in the financial year. Such advances should not ordinarily be granted within three years of the grant of previous advance for the same purpose, unless satisfactory evidence is produced by the Government servant concerned to the effect that the bicycle purchased with the help of the earlier advance has been lost or has become unserviceable. In the latter type of cases, the authority sanctioning the advance should, while communicating the sanction to the Audit Officer and/or the Accounts Officer, as the case may be, include a certificate that it has satisfied itself that the bicycle possessed by the Government servant has been lost or has become unserviceable, as the case may be.

[G.I., M.F., O.M. No. F. 51 (1)-E.V/53, dated the 13th February, 1953.]

(2) **Priority to be given to those who have not drawn similar advance during the preceding five years.**—According to Decision (1) above, a Government employee can be granted an advance for the purchase of a bicycle on second occasion after the lapse of a period of 3 years of the earlier advance. It has now been decided that hereinafter priority in the matter of sanctioning advance for the purchase of a bicycle may be given to the requests of those employees who have not drawn similar advance during the last five years and the requests of other employees for advance under the

above-mentioned Rule. On return of the officer to India any amount left un-recovered will be deducted as before from his monthly pay bills by the Accounts Officer concerned.

[G.I., M.F., O.M. No. F. 16 (1)-E. II (A)/65, dated the 29th April, 1965.]

Rule 202. The recovery of the amount of an advance shall commence with the first issue of pay, leave salary or subsistence allowance, as the case may be, after the advance is drawn.

GOVERNMENT OF INDIA'S DECISION

Suspension of recovery pending pay fixation not permissible.—Suspension of recovery of the amount of an advance, pending fixation of pay of a Government servant, contravenes the provisions of Rule 202 and is, therefore, not permissible.

[G.I., M.F. O.M. No. F. 16-B (8)-E. II (A)/59, dated the 15th July, 1959.]

Rule 203. Recovery of Interest.—The amount of interest calculated under Rule 198 shall be recovered in the minimum number of monthly instalments; the amount of each such instalment being not greater than the amount of the instalment fixed under Rule 201.

Rule 204. The recovery of the amount of interest shall commence from the month immediately following that in which the repayment of the advance for the purchase of a motor car is completed.

Rule 205. Sale or Transfer.—A Government servant shall not sell or transfer a motor car for so long as the amount of advance together with the interest on such amount is not completely repaid, except with the permission of the competent authority.

GOVERNMENT OF INDIA'S DECISIONS

(1) Conditional transfer to another Government servant.—If a Government servant seeks permission to transfer a motor car to another Government servant who should use a motor car in the discharge of his duties, he may be permitted to transfer the liability attaching to the car to the latter, provided that the transferee records a declaration that he is aware that the motor car transferred to him remains subject to the Mortgage Bond and that he is bound by the terms and provisions.

(2) Sale of motor car before repayment of advance and interest.—In all cases where a motor car is sold before the amount of advance and the interest thereon is fully repaid, the entire amount of outstanding advance together with interest thereon shall be repaid immediately after the car is sold provided that when the motor car is sold only in order that another motor car may be purchased, the authority competent to sanction the advance may permit a Government servant to apply the sale proceeds towards such purchase, subject to the following conditions:—

drawn on C

- (a) The entire sale proceeds of the old car should be applied towards the purchase of the new car and the new car should be purchased within a month from the date on which the old car sold.
- (b) The amount of advance outstanding should not be permitted to exceed the cost of the newly purchased car.
- (c) The amount outstanding should continue to be repaid at the rate previously fixed.
- (d) A fresh Mortgage Bond in Form GFR 25-A should be executed in favour of the President for the amount then due and not for the amount originally advanced.
- (e) The newly purchased motor car should be mortgaged to the Government.

[G.I., M.F., O.M. No. 23 (2)-E. II (A)/90, dated the 17th July, 1990.]

Rule 206. Unless Government servant, who is sanctioned an advance for the purchase of a motor car, completes the purchase of, and pays for, the motor car within one month from the date on which he draws the advance, he shall refund forthwith the full amount of the advance drawn together with interest on that amount for one month.

NOTE 1.—A Department of Central Government, an Administrator or a Head of Department may, in exceptional cases, extend the period of one month prescribed in this rule to two months.

NOTE 2.—Where a Government servant refunds the full amount of the advance before the end of the month in which it was drawn for the purchase of a car, the interest may be recovered for the actual period the advance was retained by the Government servant.

GOVERNMENT OF INDIA'S DECISIONS

(1) Conditions to be specified in sanction.—The condition specified in Rule 206 should be mentioned in all sanctions to the grant of an advance for the purchase of a motor car.

(2) Advance to be taken only when the delivery of the car is likely to be made within a month.—Cases have to come to notice where purchase of a motor car was not effected within the prescribed time-limit. The explanation usually put forward is that the vehicle is in short supply in the market or it is not available due to strike in motor car industry, etc. It has been decided that the advance may be applied for well in time and sanctioned by the authority competent to sanction the advance as early as possible. The advance should, however, be drawn only after the Government servant concerned has received a written assurance from the dealer that the supply is likely to be available within a month and a certificate to this effect is recorded on the bill for the advance. In the event of delay in supply, despite the written assurance from the dealer, the Government servant should apply for extension of the time-limit within the permissible period of one month and seek permission for retaining the advance for a further period

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which should be specified. Each such request should be supported by a letter from the dealer, indicating the likely period of supply, and will be considered on merits.

[G.I., M.F., O.M. No. F. 16-B (11)-E. II (A)/58, dated the 17th July, 1958 and F. 16-B (24)-E. II (A)/59, dated the 27th October, 1959.]

(3) Charging of penal interest when purchase not effected within the period.—Where the amount of advance is retained beyond one month in contravention of Rule 206, interest will be charged in the manner indicated below—

- (i) The period of one month laid down in Rule 206, should be a calendar month from the date of drawal of the advance.
- (ii) For the first month or where the period is extended by the competent authority for such extended period, on the amount of advance at the rate applicable under Government of India's Decision (1) below Rule 178 (2) on fulfilment of conditions attached to the sanction.
- (iii) For period, in excess of (ii) above, interest should be calculated on the balances outstanding for actual period in excess of one month (including fraction of a month) or where the period is extended by the competent authority in excess of such extended period and not on the monthly balances, at the higher rate stipulated in Government of India's Decision (1) below Rule 178 (2).

[G.I., M.F., File No. F. 16 (8)-E. II (A)/73.]

(4) Penal interest to be charged if registration book is not submitted within the stipulated period.—The authority sanctioning advance for the purchase of conveyance should also ask the Government servant concerned to produce the registration book of the vehicle within a period of one month from the date of purchase of the vehicle or within two months from the date of drawal of advance, whichever is earlier, to show that the vehicle purchased by him has actually been transferred in his name by the competent authority, failing which he shall be liable to pay penal interest on the entire amount of advance as per Government of India's Decision (1) below Rule 178 (2) of the General Financial Rules, 1963, from its date of drawal to the date of submission of registration book. In case it is established that the delay in submitting the registration book is not attributable to the Government servant, the penal interest may not be charged for the late submission of the registration book for the period of such delay.

[G.I., M.F., O.M. No. F. 16 (7)-E. II (A)/84, dated the 24th September, 1985.]

(5) Verification of Cash Receipt.—The sanctioning authority should ask the Government servant to submit the cash receipt within the prescribed time for scrutiny to ensure that the advance has been utilized for the purchase of conveyance within the prescribed period and that the 'actual price' as defined in Notes 1 to 3 below Rule 199 (3) is not less than the amount of advance. A certificate to this effect that the cash receipt has been received and after scrutiny it has been verified that the amount of advance has been

fully utilized for the purchase of the conveyance within the prescribed period and the 'actual price' as defined in Notes 1 to 3 below Rule 199 (3) is not less than the amount of the advance, should invariably be furnished to the Accounts Officer concerned. Thereafter the cash receipt may be returned to the borrower.

[G.I., M.F., O.M. No. F. 23 (4)-E. II (A)/89, dated the 8th June, 1989.]

Rule 207. Agreement and Mortgage Bonds.—A Government servant shall, before he draws an advance for the purchase of a motor car, execute an agreement in Form GFR 22, if the advance is granted to him under Rule 193, or in Form GFR 23, if the advance is granted to him under Rule 196. On completing the purchase of a motor car, he shall also execute a mortgage bond in Form GFR 24 and/or GFR 25, as the case may be, hypothesizing the motor car to the President as security for the advance.

NOTE.—Where only one advance is sanctioned, i.e., for the purchase of a motor car or for the payment of customs duty or where only one advance is sanctioned for both the purchase of a motor car and the payment of customs duty, the mortgage bond should be executed in Form GFR 24 with the necessary changes. Where an advance for the payment of customs duty is sanctioned, after the motor car has been purchased with an earlier advance, a bond in Form GFR 25 should be executed.

GOVERNMENT OF INDIA'S DECISIONS

(1) Procedure to be followed after payment of advance.—(a) A certificate signed by the sanctioning authority to the effect that the agreement in Form GFR 22 or GFR 23, as the case may be, has been signed by the Government servant drawing the advance and that it has been examined and found to be in order, should be attached to the bill in which the advance is drawn. The sanctioning authority should ensure that the conveyance is purchased and hypothecated to the President as security for the amount lent to the borrower together with interest thereon in the prescribed form within one month from the date of drawal of the advance.

(b) The certificate referred to in sub-paragraph (a) above, to be furnished to the Audit Officer/Accounts Officer, may be signed by an authorized Gazetted Officer for the sanctioning authority. The latter should evolve a suitable machinery for watching the receipt of agreement and for its proper scrutiny.

[G.I., M.F., O.M. No. F. 23 (11)-E. II (A)/86, dated the 18th August, 1987.]

(2) Custody and disposal of mortgage bond.—The mortgage bond should be kept in the safe custody of the authority sanctioning the advance. When the advance has been fully repaid, the bond should be returned to the Government servant concerned duly cancelled, after obtaining a certificate from the Audit Officer and/or the Accounts Officer, as the case may be, as to the complete repayment of the advance and interest.

the currency of leave, if he receives intimation regarding the availability of the conveyance while he is on leave. The recovery of the advance drawn in such cases will, however, commence with the first issue of pay or leave salary after the advance is drawn.

Grant of advance to a Government servant on Deputation

423. The grant of an advance for the purchase of a conveyance to a Government servant who proceeds on deputation out of India and desires to purchase a motor car or cycle for use during his deputation is not admissible.

Grant of advance to a Government servant on Foreign Service

424. Advances for the purchase of motor cars or cycles to Government servants in foreign employ should be granted from the funds of the foreign employer and when the latter desires to make such an advance, he should apply to the authority mentioned in Rule 418-A for the necessary sanction. If the sanction is accorded, it will be subject to the proviso that the advance by the foreign employer shall be regulated by the same conditions as would apply if the Government servant were serving directly under Government. In special cases, however, the advance may, under special orders of the authorities mentioned in Rule 418-A, be met from Government Funds.

424-A. Advance of pay to a Government servant on his reversion from foreign service should be granted by the foreign employer only after consultation with the authority competent to sanction the transfer of the Government servant to a foreign service. As for the repayment of the advance to the foreign employer, immediately on receipt of a demand from the foreign employer, duly supported by the cash receipt obtained from the officer concerned at the time of the payment of the advance, the competent authority should refund the total amount to the foreign employer by means of a Bank draft. The amount of the Bank draft may be debited in the Accounts to the relevant head under which his salary is charged. The recovery of the advance should be watched in the same manner as in the case of Advance of pay sanctioned to a Government servant under Rule 409 in this Handbook.

Since the T.A. for the return journey on the Government servant's reversion to a Government service is to be borne by the foreign employer, the advance of T.A. granted by the foreign employer in this regard may be adjusted only on the Government servant furnishing the T.A. bill, which should be sent straight to the foreign employer.

Agreement and Mortgage Bonds

425. A Government servant who draws an advance in India for the purchase of a motor car or motor cycle/scooter/moped/personal computer is expected to complete his negotiations, and to pay finally, for the car, or cycle or personal computer within one month from the date on which he draws the

advance failing such completion and payment, the full amount of the advance drawn with interest thereon for one month, must be refunded to Government. A Government servant shall, on the date on which he draws an advance for the purchase of a motor car execute an agreement in Form GFR-22 or in Form GFR-23. On completing the purchase of the motor car, he shall also execute a mortgage bond in Form GFR-24 and/or GFR-25, as the case may be, hypothesizing the motor car to the President as security for the advance.

NOTE 1.— The Head of Department may, in exceptional cases, extend the period of one month prescribed in this rule up to two months. When a Government servant refunds the full amount of the advance before the end of the month in which it was drawn for the purchase of a motor car, the interest may be recovered for the actual period the advance was retained by the Government servant.

NOTE 2.— Where only one advance is sanctioned, i.e., for the purchase of the motor car or for the payment of customs duty or where only one advance is sanctioned for both the purchase of a motor car and the payment of customs duty, the mortgage bond should be executed in Form GFR-24 with the necessary changes. Where an advance for the payment of customs duty is sanctioned after the motor car has been purchased with an earlier advance, a bond in Form GFR-25 should be executed. The mortgage bond should be executed by the authority who has sanctioned the advance to Government servant for the purchase of conveyance.

GOVERNMENT OF INDIA'S DECISIONS

(1) **Cash receipt should be produced within the prescribed period for scrutiny.**— The sanctioning authority should ask the Government servant submit the cash receipt within the prescribed time for scrutiny to ensure that the advance has been utilized for the purchase of conveyance within the prescribed period and that the 'actual price' as defined in Notes 1 to 3 below Rule 199 (3), GFR (*Rule 420 in this Handbook*) is not less than the amount of advance. A certificate to this effect that the cash receipt has been received and after scrutiny it has been verified that the amount of advance has been fully utilized for the purchase of the conveyance within the prescribed period and the 'actual price' as defined in Notes 1 to 3 below Rule 199 (3), GFR (*Rule 420 in this Handbook*) is not less than the amount of the advance, should invariably be furnished to the Accounts Officer concerned. Thereafter the cash receipt may be returned to the borrower.

[G.I.D. (5) below Rule 206, G.F.R. as inserted by G.I., M.F., O.M. No. F. 23 (4)-E, II (A)/89, dated the 8th June, 1989.]

(2) **When mortgage bond is not executed in time.**— The failure to execute a mortgage bond in time will render the Government servant drawing the advance liable to refund forthwith the whole of the amount of advance with interest accrued unless good and sufficient reason is shown to

the contrary and the competent authority waives the condition prescribed in this regard.

[G.I., M.F., O.M. No. F. 16 (4)-E. II (A)/64, dated the 4th January, 1965.]

426. Insurance.—*Not printed.* (The corresponding Rule 208, GFR has since been deleted.)

427. When an advance for the purchase of a motor car is drawn the sanctioning authority will furnish to the Accounts Officer concerned a certificate that the agreement in Form GFR-22 or 23, as the case may be, has been signed by the Government servant drawing the advance and that it has been examined and found to be in order. The sanctioning authority should see that the motor car is purchased, within one month from the date on which the advance is drawn and should submit every mortgage bond promptly to the Accounts Officer concerned for examination before final record.

The mortgage bonds should be kept in the safe custody of the sanctioning authority. When the advance has been fully repaid, the bond should be returned to the Government servant concerned, duly cancelled, after obtaining a certificate from the Accounts Officer as to the complete repayment of the advance and interest.

Sale or Transfer of Mortgaged Conveyance

428. Not printed (See Rule 429).

429. A Government servant shall not sell or transfer motor car or a motor cycle/scooter/moped/personal computer for so long as the amount of the advance together with the interest on such amount is not completely repaid, except with the permission of the competent authority.

NOTE.— The authority sanctioning the advance and with whom the mortgage bond has been kept, would be the competent authority to accord permission for the sale or transfer of the vehicle even when the Government servant has been transferred to another Administration.

In all cases in which such conveyance is sold before the amount of advance and interest thereon is fully repaid, the sale proceeds must be applied so far as may be necessary, towards the repayment of such outstanding balance. Provided that when the conveyance is sold only in order that another conveyance may be purchased, the authority competent to sanction the advance may permit a Government servant to apply the sale proceeds towards such purchase, subject to the following conditions:—

- (a) The entire sale proceeds of the old conveyance should be applied towards the purchase of a new purchased conveyance.
- (b) The amount of advance outstanding should not be permitted to exceed the cost of the newly purchased conveyance.
- (c) The amount outstanding should continue to be repaid at the rate previously fixed.

- (d) A fresh mortgage bond in Form GFR-25-A, should be executed in favour of the President for the amount then due and not for the amount originally advanced.
- (e) If the sale proceeds are not sufficient to purchase another conveyance the amount of second advance shall be restricted to the excess of the price of the newly purchased conveyance over the sale proceeds of the old one, provided that the advance so granted together with the balance outstanding in respect of the original advance previously granted should not exceed the price of the newly purchased conveyance.
- (f) The newly purchased conveyance should be mortgaged to the Government.

GOVERNMENT OF INDIA'S DECISION

Conditional transfer to another Government servant.— If a Government servant seeks permission to transfer a motor car to another Government servant who should use a motor car in the discharge of his duties, he may be permitted to transference the liability attaching to the car to the latter, provided that the transfer records a declaration that he is aware that the motor car transferred to him remains subject to the mortgage bond and that he is bound by the terms and provisions.

[G.I.D. (1) below Rule 205, General Financial Rules.]

Acknowledgement of Balance

430. The following procedure is to be followed for facilitating prompt acceptance of balances outstanding as on 31st March every year in respect of Loans and Advances granted to Government servants:—

- (i) In respect of long-term advances referred to in Rule 401 (a) the Accounts Office will verify the outstanding balance shown in the schedules of recovery with those worked out in their offices every month and take up the matter with Drawing Officer if there is any discrepancy. They will send to every Drawing Officer a communication confirming the correctness of the balances shown in the Schedules of recovery appended in the bills for the month of February paid in February or pointing out discrepancy, if any, in the same.
- (ii) In respect of short-term advances referred to in Rule 401 (b), each Drawing Officer will record a certificate on the monthly abstract for the month of April each year that "The total (namely, Rs.) on the amounts outstanding on 31st March, 20 (excluding recoveries from pay bills for March) against employees on the rolls of the office on that date and accepted by them individually as correct, is equal to the closing balance indicated in the abstract for February, *plus* payments made *minus* repayments received in cash during March of that year".

NOTE 3.—The maximum amount of the advance for the purchase of a motor car by officers of the Indian Foreign Service or Central Government servants holding regular posts abroad will be the amount specified in this rule or the amount admissible from the foreign exchange angle, whichever is less. In this case, the 'actual price' may also include purchase tax payable outside India and customs duty payable in India.

Rule 199. (4) A Government servant who fulfils the conditions specified in Rule 199 (3) for the grant of advance for payment of customs duty and who has not drawn advance in terms of Rules 199 (1) and (2) for the purchase of motor car, may be sanctioned the advance for payment of customs duty levied on the car brought along with him to India, in one instalment, as per his entitlement in terms of Rule 199 (1). The advance paid for payment of customs duty should be regulated in accordance with the provisions of rules for sanctioning advance for the purchase of motor car.

Rule 199. (5) The authority competent to sanction an advance for the purchase of a motor car in terms of Rule 191 may sanction an advance not exceeding Rs. 80,000 (Rupees Eighty thousand) on first occasion and Rs. 75,000 (Rupees Seventy-five thousand) on second or subsequent occasions or the anticipated price (excluding customs duty, if any), whichever is less, to a Government servant who is otherwise eligible for the grant of motor car advance in terms of Rule 193 for purchase of a personal computer.

Conditions of sanction

(1) The Government servant, who has already drawn an advance for purchase of a personal computer and a period of 3 (three) years has not elapsed from the date of drawal of the earlier advance, shall not be eligible for the grant of second or subsequent advance for the purchase of a personal computer.

(2) The personal computer will be required to be mortgaged in the name of the President and for this purpose GFR, Form 24, may be used by substituting the words 'motor vehicle' with the words 'personal computer'. Similarly, GFR Forms of Agreement for drawing an advance for the purchase of motor car may be used by substituting the words 'motor vehicle' with the words 'personal computer'. Make, Model and Chassis No. of the personal computer may be entered in the Mortgage Deed.

(3) An application for the grant of advance for the purchase of a personal computer shall be required to be made in GFR, Form 27.

(4) No advance for payment of custom duty on the personal computer shall be sanctioned.

Recovery of advance

(5) The advance sanctioned for the purchase of a personal computer shall be recovered in such number of equal monthly instalments as the Government servant may elect, but not exceeding 150.

(6) Total recoveries on account of all advances including computer advance, taken by a Government servant shall not exceed 50% of the total emoluments.

Interest

(7) Simple interest at such rates as may be fixed by Government from time to time for the motor car advance shall be charged on advance granted to Government servants for the purchase of personal computer.

All other conditions laid down in the GFRs, 1963, regulating the sanctioning of motor car advance will apply to the advance which may be sanctioned for the purchase of a personal computer.

GOVERNMENT OF INDIA'S DECISION

Form of application for purchase of motor car, etc.—Applications for advance for the purchase of a motor car or motor cycle or Personal Computer should be submitted to the sanctioning authority in Form GFR 27.

[G.I., M.F., O.M. No. F. 16-B (12)-E. II (A)/60, dated the 2nd July, 1960 and No. F. 19 (4)-E. II (A)/88, dated the 22nd June, 1989.]

Rule 200. Notwithstanding anything contained in Rules 193 to 195, an advance for the purchase of a conveyance shall not be granted to a Government servant who is under suspension and, if an advance has already been sanctioned to him before he was placed under suspension, he shall not be permitted to draw such advance during the period of his suspension.

Rule 201. Recovery of Advance.—The amount of advance granted to a Government servant for the purchase of motor car under Rule 199 shall be recovered from him in such number of equal monthly instalments as he may elect, not exceeding 200. The Government servant may at his option repay more than one instalment in a month.

GOVERNMENT OF INDIA'S DECISION

Special provision in the case of officers on deputation out of India or sent abroad before advance is repaid.—A Government servant, who is sent on deputation exceeding 12 months out of India or is transferred to a post abroad before an advance drawn by him in India for the purchase of a motor vehicle is completely repaid by him, may, at his option, be allowed by the authority who sanctioned the advance, to repay the remaining instalments in rupees in India. The Government servant should arrange to remit the amount due by Bank Draft by the 15th of every month in favour of the Accounts Officer in whose books the accounts of the advance in question are kept. A written undertaking shall be obtained from the officer to this effect and the office to which he is attached abroad informed accordingly. If the draft is not received by the Accounts Officer before the end of the month, he would immediately report the matter to the Administrative Ministry concerned and also to the office abroad where the officer is working, for further necessary action. Failure on the part of the officer concerned to remit the Bank Draft by the due date will constitute default in terms of Rule 161 of the General Financial Rules, 1963, and render him liable to pay penal rate at compound interest in accordance with the provisions of the

DEPARTMENT OF POSTS
OFFICE OF THE CHIEF POSTMASTER GENERAL
N.E. CIRCLE: SHILLONG

No. AP/27/Misc-Recovery/2004-05

Dated Shillong, the 29-3-2005

Reqd To

Shri Ananda K. Sarkar,
Sr. Private Secretary to CPMG,
Banasree Postal Colony,
P.O. Laitumkhrah,
Shillong - 793 003.

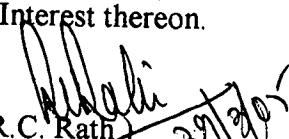
Subject: Recovery of advance with Panel Interest – Case of Shri Ananda K. Sarkar.

1. You were sanctioned (1) H.B. Advance, (2) Motor Car Advance, (3) Computer Advance and (4) Scooter Advance from time to time as and when applied for with stipulation that rules and regulations for each of the advances applied for and sanctioned by the office would be strictly and scrupulously adhered to by you.

2. However, it appears from this office records that you have failed to do so and the competent authority has ordered recovery of the advances sanctioned to you from time to time as noted in para-1 above along with panel interest.

3. In view of aforesaid, you are requested to refund the advances as detailed below in one lump-sum along with panel interest at Shillong GPO immediately, failing which, the amount will be recovered from your pay and allowances effective from April 2005 allowing you Re. 1.00 P.M., as pay till completion of recovery.

- (a) H.B. Advance – Balance Rs. 4,67,460 + Panel Interest thereon.
- (b) Motor Car Advance – Balance Rs. 1,50,000 + Panel Interest thereon.
- (c) Personal Computer Advance – Balance Rs. 61,450 + Panel Interest thereon
- (d) Scooter Advance – Balance Rs. 12,370 + Panel Interest thereon.


(R.C. Rath) 29/3/05
Accounts Officer (Accounts)
For Chief Postmaster General,
N.E. Circle, Shillong.

CENTRAL ADMINISTRATIVE TRIBUNAL, GUWAHATI BENCH

Original Application No. 121 of 2005.

Date of Order: This, the 31st Day of May, 2005.

HON'BLE MR.JUSTICE G.SIVARAJAN, VICE-CHAIRMAN

HON'BLE MR.K.V.PRAHLADAN, ADMINISTRATIVE MEMBER

Shri Ananda Kumar Sarkar
 Son of Late Makhan Lal Sarkar,
 Senior Private Secretary to the
 Chief Postmaster General,
 North East Circle,
 Shillong.- 793 001.

... Applicant.

Sr.
 By Advocate Mr. S. Ali, Ms.S.S.Ali, Advocate.

-Versus-

1. Union of India represented by the Secretary to the
 Government of India, Ministry of Communication
 & Information Technology, Department of Posts, Dak Bhawan,
 Sansad Marg,
 New Delhi-110001.

2. Chief Postmaster General, North-East Circle,
 Shillong-793001.

3. Director Postal Services (HQ),
 North-East Circle.
 Shillong-793001.

... Respondents

By Advocate Mr. M. U. Ahmed, Addl. C.G.S.C.

ORDER (ORAL)SIVARAJAN,(V.C.)

The applicant is a Senior Private Secretary to the Chief Postmaster General, N.E. Circle, Shillong. He is aggrieved by the order of attachment dated 8.3.05(Annexure 1), proceedings dated 23.3.2005 (Annexure 2) treating the period from 4.3.2005 to 20.3.2005 as dies non and order dated 29.3.05 (Annexure - 5) directing recovery in lump-sum 4 advances specified therein. The applicant wants earned leave for the period from 4.3.05 to 20.3.05 and also to set aside the impugned orders.

2. Mr. S. Ali, learned senior counsel for the applicant submits that as a result of the order dated 29.3.05 (Annexure 5) the applicant was getting only



Re.1 (Rupee one) as salary from the month of April, 2005 causing great financial hardship and that the children of the applicant stopped going to School. The senior counsel further submits that the period from 4.3.2005 to 20.3.2005 was wrongly treated as dies non. Senior counsel further submitted that at least a portion of the salary has to be directed to be paid to the applicant for the sustenance of his family. We also heard Mr .M. U. Ahmed, learned Addl. CGSC for the respondents. We find from the communication dated 29.3.05 (Annexure 5) that the applicant has not strictly complied with the stipulation in regard to the grant of various loans which resulted in the recovery of advance by lump-sum deduction from the salary of the applicant. If the applicant has a case that he has not committed any irregularities in the matter of various loans as alleged and also in regard to absence from duty and in regard to attachment then he ought to have brought all those relevant matters before the Respondent at the appropriate time. We find that all these impugned communications are issued in the month of March, 2005 and the applicant has approached this Tribunal only by the end of May, 2005. That apart, the factual situation which resulted in the issuance of various orders under challenge has to be brought out which can be done only on an appropriate representation being made by the applicant before the concerned authority.

3. Under these circumstances we direct the applicant to make a proper representation with regard to the various reliefs sought for in this application before the 2nd Respondent who is the head of the department within a period of one week from today. If any such representation is made, in view of the fact that the applicant is presently receiving Re.1 (Rupee one only) towards his salary, the 2nd respondent will consider the representation with utmost expedition and pass appropriate orders within a period of two weeks thereafter. The order so passed will also be communicated to the applicant immediately thereafter. We make it clear that we have not considered the merits of the case in this order.



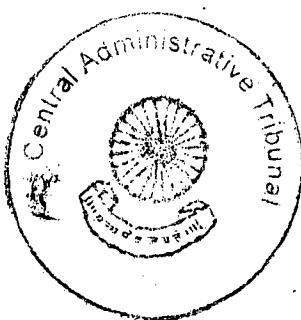
- 18 -

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4. The application is disposed of as above at the admission stage itself. The applicant will produce this order alongwith the representation before the 2nd respondent for compliance.

Sd/ VICE CHAIRMAN

Sd/ MEMBER (A)



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N. Sengal 21/6/05
Section Officer (S)

C.A.T. GUWAHATI BRANCH
Guwahati-781005

21/6/05
N. Sengal

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Ameyore - H. 2005

CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH

Original Application No. 149/2005

Date of order : This the 22nd day of June, 2005.

The Hon'ble Sri Justice G. Sivarajan, Vice-Chairman.
The Hon'ble Sri K.V. Prahladan, Administrative Member.

Sri Ananda Kumar Sarkar
Son of late Makhan Lal Sarkar
Senior Private Secretary to the
Chief Postmaster General,
North East Circle, Shillong - 793 001.

... Applicant

By Mr. S. Ali, Senior Advocate, Ms. S.S. Ali, Advocate.

- Versus -

1. The Union of India, represented by the
Secretary to the Government of India,
Ministry of Communications & Information Technology
Department of Posts, Dak Bhavan, Sansad Marg,
New Delhi - 1.
2. Chief Postmaster General,
North-east Circle
Shillong - 793 001.
3. Director of Postal Services (HQ),
North-East Circle,
Shillong - 793 001.

By Mr. M.U. Ahmed, Addl. C.G.S.C.

ORDER

SIVARAJAN. J. (V.C.)

The applicant is a Senior Private Secretary in the Office of the Chief Postmaster General, N.E. Circle, Shillong. He had availed various advances - 1. House Building Advance Rs. 4, 87,500/-, 2. Motor Car Advance Rs. 1,50,000/-, 3. Personal Computer Advance Rs. 74,950/- and 4. Scooter Advance Rs. 30,000/- since 2001. Recoveries

Abk

are being effected from the salary of the applicant towards the installments under the aforesaid advances without default. The applicant absented from duty from his office from 04.03.2005 and he joined duty only on 05.04.2005 in the Office of the Director of Postal Services (Hq), N.E. Circle Shillong. As the applicant absented from duty without leave the period from 04.03.2005 to 20.03.2005 was treated as dies non as per communication dated 23.03.2005 issued by the Director of Postal Services (Hq), N.E. Circle, Shillong. The applicant after joining duty, it is stated, filed an appeal to the Chief Post Master General, N.E. Circle, Shillong for treating the period of absence as Earned Leave instead of dies non. While so, the Accounts Officer (Accounts) on behalf of the Chief Postmaster General had issued a communication dated 29.03.2005 (Annexure - 5) stating that the applicant did not adhere to the Rules and Regulations for the grant of earlier mentioned four loans. The applicant was directed to refund the advances as detailed in the said letter immediately. It was also stated therein that unless the amounts are refunded as directed the amount will be recovered from the salary of the applicant effective from 01.04.2005 allowing Rs. 1/- per month till the completion of the recovery. The details are also furnished. The applicant then filed O.A. No. 121/2005 before this Tribunal which was disposed of at the admission stage itself by order dated 31.05.2005. The applicant was directed to make proper representation with regard to various reliefs sought for in the application before the 2nd respondent therein and the 2nd respondent was directed to consider the representation and pass appropriate orders within the time frame. Pursuant to the said direction the applicant made a detailed representation dated 03.06.2005 (Annexure



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- 14) and the 2nd respondent disposed of the said representation by order dated 14.06.2005 (Annexure - 13). The applicant challenges the orders dated 08.03.2005 (Annexure - 1), 23.03.2005 (Annexure - 2), 29.03.2005 (Annexure - 5) and also 14.06.2005 (Annexure - 13) in this application. The applicant has also prayed for direction to the respondents to refund the salary for the month of April and May, 2005.

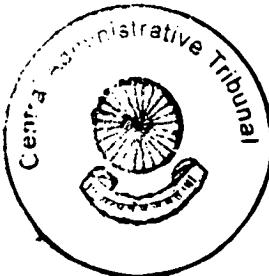
2. We have heard Mr. S. Ali, learned Senior counsel for the applicant and also Mr. M.U. Ahmed, learned Addl. C.G.S.C. for the respondents. Having considered the entire facts and circumstances of the case, we are of the view that this application can be disposed of at the admission stage itself.

3. The applicant, as already noted, is Sr. Private Secretary to the Chief Postmaster General, N.E. Circle, Shillong. He had availed various advances mentioned earlier from the office of the respondents. The said advances at present being repaid in instalments as per original stipulation. However, all of a sudden the respondents sought to recover the entire advances outstanding in lump as per orders dated 08.03.2005 and 29.03.2005 alleging non compliance of the Rules and Regulations for grant of the advances availed. When the applicant had approached this Tribunal on the earlier occasion by filing O.A. No. 121/2005, since all the factual details were not available, we directed the applicant to make a representation and the 2nd respondent was directed to dispose of the same. Now, 2nd respondent had passed the order-dated 14.06.2005 on the representation-dated 03.06.2005 filed by the applicant. The 2nd respondent has justified the action by issuing the impugned order.



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4. There are two aspects for consideration. One regarding the absence from duty for the period 04.03.2005 to 20.03.2005 and thereafter upto 05.04.2005. The period of absence from duty for the period 04.03.2005 to 20.03.2005 has been treated by the Director of Postal Services as 'dies non' under Rule 62, Postal Manual Vo. III. For the remaining period it is not clear as to whether leave has been sanctioned we are not concerned. Though the applicant had filed an appeal against treatment of the period of dies non, the same is maintained by the 2nd respondent stating that illness was a self inflicted one by excessive consumption of alcohol during day time and after office hours. Various other circumstances are also stated in the impugned order dated 14.06.2005 for treating the said period as dies non. The applicant wants the said period to be treated as Earned Leave.



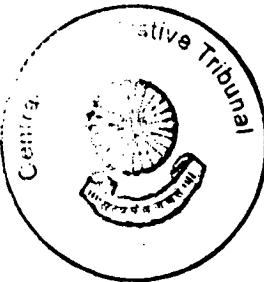
5. The second aspect is with regard to recovery of various advances in lump which resulted in Rs. 1/- being paid every month towards the salary. On this aspect of the matter, as already noted, the respondents' case is that Rules and Regulations under which the advances were granted is not complied with. According to the applicant the condition is to repay the amount in instalments. Though the applicant sought to explain the alleged non compliance, the 2nd respondent did not consider all those explanations with reference to the factual details. We find that only reference is made in regard to the Motor Car advance. An amount of Rs. 1,50,000/- had been granted to the applicant as per order dated 07.02.2005 and the amount had also been paid on that day. The applicant admittedly did not purchase the car. According to him, with the amount of loan he cannot purchase

98

a new car and tried to purchase 2nd hand car, which according to the applicant, had been intimated to the higher authority. We are *prima facie* satisfied about the way in which the explanations of the applicant in regard to the four advances are dealt with by the second respondent. The respondents had sought to recover all the four advances granted to the applicant in lump by effecting recovery from the salary. If, as a matter of fact, the respondents wanted the entire advances to be recovered in lump, they have necessarily to intimate the applicant as to the non compliance of the Rules and Regulations in regard to each of the advances and the applicant should be afforded an opportunity to show cause against the same. In this case letter dated 29.03.2005 does not speak as to which are the rules/conditions that not complied with. In paragraph 1 it is stated that the four advances were sanctioned with stipulation that rules and regulations would be strictly and scrupulously adhered to and further states "it appears from the office records that you have failed to do so and the competent authority has ordered recovery of the advances sanctioned to you from time to time as noted in para-1 above along with penal interest." This according to us is not sufficient. Coming to the impugned order dated 14.06.2005, also as we have already noted, there is no proper consideration of the details stated in the representation, Annexure - 13.

6. The dates of each loan are also relevant. Scooter advance was taken on 03.09.2001, House Building Advance was taken on 28.08.2003, 22.10.2003 and 04.02.2004, Personal Computer advance was taken on 12.12.2002 and Motor Car advance was taken on 07.02.2005. Except regarding Motor Car advance which is in the month of February, 2005 if there was non compliance of the rules

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and regulations why no action was taken for recovery in respect of other three advances earlier is not clear. Is there any special circumstances for doing so all on a sudden has also to be considered.

7. What ever it may be, as a result of the deduction on account of recovery of advances in lump all on a sudden the applicant gets only Rs. 1/- towards salary every month from April, 2005. Provisions of Section 60 (1)(i) of the Code of Civil Procedure provides some protections in regard to attachment of salary. As per the said provision salary to the extent of first Rs. 400/- and 2/3 of the remaining is not liable to attachment in execution of any decree sought except a decree for maintenance. As to whether there is any provision in the service rules of the Department regarding attachment or recovery of amounts from salary similar to section 60(1)(i) CPC is also a relevant matter to be considered by the respondents. Taking into account all the circumstances of the case, as already observed, we dispose of this application at the admission stage itself with the following directions:-

1. The 3rd Respondent with whom the applicant is presently working will issue a show cause notice containing all the details - as to what are the Rules and Regulations of each of the four advances alleged to have not been complied with, to the applicant and the applicant will be asked to show cause against the proposal to recover all the four advances - House Building advance, Motor Car advance, Personal Computer advance and Scooter advance within a time frame. If the applicant furnishes his objections to the above with supporting materials/ documents, the 3rd respondent will consider the same and pass appropriate



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orders. If the 3rd respondent finds that Rules and Regulations for each of the advances availed by the applicant had not been complied with which entails action for recovery of advances in lump, the 3rd respondent before taking a decision to recover the said advances from the salary of the applicant will also consider the Rules, Regulations and Executive orders, if any, in regard to the maximum amount which can be recovered by attachment or otherwise from the salary of the applicant and pass orders of recovery from the salary of the applicant in accordance with law. It does not mean that the respondents have no other remedy if it is found that the entire amounts of advances have to be recovered in lump. Certainly the respondents can proceed against assets of the applicant namely House Building, Car, Personal Computer and Scooter etc.

2. Regarding treatment of the period of absence for the period 04.03.2005 to till the date of joining, the respondents will consider as to whether the said period can be treated as Earned Leave to his credit. Here we are not oblivious of the factual details stated in the order of the Chief Postmaster General dated 14.06.2005. We do not want to say anything about that in this proceeding, for, it is a matter for the respondents. A decision in the matter as directed hereinabove will be taken within a period of two months from the date of receipt of this order. Recovery of the lump sum ordered in Annexures 1,



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5, and 14 will be deferred till a decision is taken as directed hereinabove and communicate to the applicant.

The O.A. is disposed of as above.



sd/ VICE CHAIRMAN

sd/ MEMBER (A)

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N Sarmo 23.6.05
Section Officer (J)
C.A.T. GUWAHATI BRANCH
Gumahati-781005

23/6

DEPARTMENT OF POSTS
OFFICE OF THE CHIEF POSTMASTER GENERAL
N.E. CIRCLE: SHILLONG

No. Vig/LC-26/05 (CAT)

Dated Shillong, the 14-6-2005

MEMORANDUM

Subject: Central Administrative Tribunal (CAT), Guwahati Bench, original application No.121 of 2005, in case of Shri Ananda Kumar Sarkar, Senior Private Secretary, Department of Posts, North East Circle, Shillong-793001 versus Chief Postmaster General, North East Circle, Shillong and others; order of Hon'ble CAT, Guwahati dated 31-5-2005: review of representation dated 03-6-2005 from Shri Ananda Kumar Sarkar, Senior Private Secretary, Department of Posts, Shillong.

1. Parawise comments on the above representation are given in the ensuing:-
- 2.1 Para-1 of the above representation:- Nil observation as particulars of factual letters and orders have been merely cited.
- 2.2 Para-2 of the above representation:- Reference to the health of Chief Postmaster General, N.E. Circle, Shillong is not relevant, and is extraneous in the present case. The efforts of Shri Ananda Kumar Sarkar for providing assistance to the medical treatment of Chief Postmaster General, N.E. Circle, Shillong as claimed are untrue, and not based on material facts.
- 2.3 References to the applicant falling sick from 07-3-05 AN: Admitted and accepted. The sickness and deliriums have been self inflicted, by excessive consumption of alcohol, during day time, and after sunset.
- 2.4 The official is excessively addicted to alcohol, and has been drinking immoderately during office hours and outside office hours. Since 04-3-05, on the few occasions when the official has visited this office briefly, he has been found to be totally drunk, in a senseless condition, and indulging in drunken and disorderly conduct and behaviour.
- 2.5 The official is a compulsive gambler, and has been playing "Satta – numbers gambling games", during office hours and outside office hours.
- 2.6 The official is chronically indebted, and has been borrowing heavily from public sector banks, and other illegal, non-government sources. His debts extend to local shop keepers, daily market stall holders, and liquor bars/liquor shops.
- 2.7 Reference to period 04-3-05 to 20-3-05, treated as "dies non" without pay and allowances: Since Shri Ananda Kumar Sarkar failed to attend to his official duties due to excessive consumption of alcohol during day time, and after office hours; drunkenness and disorderly behaviour, indulgence in gambling games like "Satta", and chronic indebtedness, the period 04-3-05 to 20-3-05 has been treated as "dies non", without pay and allowances; and without break in service.

2.8 The applicant in his drunken state may have spoken to DPS, Shillong and other officials of Postal Circle Office, Shillong from 08-3-05 onwards. However, he was always in a drunken condition, with speech incoherent, without making any sense at all.

2.9. Period 04-3-05 to 20-3-05 has been treated as "dies non" without "pay and allowances" since Shri Ananda Kumar Sarkar failed to attend to his official duties due to excessive consumption of alcohol during day time, and after office hours; drunkenness and disorderly behaviour, indulgence in gambling games like "Satta", and chronic indebtedness. During the period the official did not attend office for duties, and did not perform any office work nor official duties. The official also did not submit to his controlling authorities any signed and dated application, seeking leave.

2.10. The official has not indicated the particulars of the private Doctor from whom, medical treatment was obtained, as claimed. Again it is a fact that from 04-3-05 to 20-3-05, the official did not examine himself before any of the Senior Doctors of P&T Dispensary, Shillong, nor obtain any medical opinion from any government hospital at Shillong. The official did not report to any government hospital nor government recognized private hospital in Shillong for treatment of ill health. The official was so deeply under the influence of liquor and other personal problems, that he lost control of himself and his thinking faculties.

3. Orders of attachment with DPS Shillong, as issued vide orders of Chief PMG, N.E. Circle, Shillong memo No. Staff/9-5/2001 dated 08-3-05.

(a) The issue of orders of attachment ibid enacted from administrative reasons and administrative exigencies. At the highest level of Postal administration, in Shillong, representing the six states of North East Region, the official was found unfit for duty with the Chief PMG, N.E. Circle, Shillong, owing to excessive consumption of alcohol during the day time and after sunset; indulgence in various gambling games, viz. "Satta – number games", and "Teer – number games", and chronic indebtedness with huge advances from diverse sources. The official has turned into a chronic alcoholic and helpless dipsomaniac, without any control over his actions and has lost his faculties of reasoning. He was found to be unable to discharge the duties and responsibilities expected at his level. Therefore, he has been attached to the DPS Shillong, effective 08-3-05, in the interest of service, and as an administrative measure. The deterioration in the official's mental and physical capabilities, arising from addiction to alcohol and other vices, sharply increased from September 2004. The official reached a crisis point in the first week of March 2005 when he was found unable/incapable to perform his official duties and assigned work.

4. Orders regarding recovery of irregular drawal of advances:-

4.1 Since 2001, the official was sanctioned a series of advances under various financial provisions of Government of India, which are detailed below:-

Sl. No.	Nature of Advance	Amount of advance sanctioned and date of sanction	Date of disbursement of advance
1	Scooter Advance	Rs.30,000/- No. AP/SA-45-1/2001-02 dated 03-9-2001	03-9-2001
2	House Building Advance	i. 206,250/- No. AP/27-83/2003 dated 28-8-03 ii. 206,250/- No. AP/27-83/03	i. 28-8-03 ii. 22-10-03

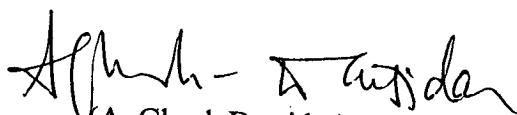
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		dated 22-10-03 iii. 75,000/- No. AP/27-83/03 dated 04-2-04 Total : Rs.487,500/-	iii. 04-2-04
3	Personal Computer Advance	Rs.74,950/- No. AP/MCA & PCA/45-1/2002-03 dated 12-12-02.	12-12-02
4	Motor Car Advance	Rs.150,000/- No. AP/MCA/45-1/2004-05 dated 07-02-05	07-02-05
5	Balance of outstanding Medical advance for self treatment	Rs.10,000/-	Adjusted from final bill of Rs.6662/- in June'05. Balance of Rs.3338/- to be recovered from his salary.

4.2 If any official, who fails to produce Registration book/Registration Certificate, cash receipt and insurance within stipulated period of two months, the whole amount of advance is liable to be recovered in one instalment, along with penal interest, as laid down in Rule-206 of General Financial Rules (GFR) GOI; and all such officials are to be debarred from receiving advances for the next five years.

4.3 Shri Ananda Kumar Sarkar has failed to produce any Registration book/Registration Certificate, insurance receipt and insurance and Title to lands or buildings or flats owned within stipulated period.

4.4 Legally accepted receipts as proof of expenditure against advances drawn, have not been submitted by Shri Ananda Kumar Sarkar to this office till date. The amount of advances drawn, and its financial amounts, have been over and above the normal pay and allowances, of the official. Therefore, the amounts of advance if not utilized, nor expended by the official, should be returned to the government account/Treasury immediately. In case the full amount is not returned to government account/treasury, and the advances continue to be outstanding against the official, the government administration has no other choice, but to order necessary recoveries from pay and allowances, after taking cognizance of normal Income Tax, and court attachment recovery, as the case may be. Recovery of such advances, with penal rates of interest, is also applicable, in such cases of misuse/non return of sanctioned advances. This is in pursuance to Rule 206 of GFR, GOI.


(A. Ghosh Dastidar)
Chief Postmaster General
North East Circle, Shillong.
Shillong - 793 001.

Copy to :-

- 1) Shri A.K. Sarkar, Senior Private Secretary to DPS, Shillong.
- 2) Vigilance Section, C.O., Shillong.
- 3) Accounts Section, C.O., Shillong.
- 4) Personal file of Shri A.K. Sarkar
- 5) Office copy with the Staff Section, Circle Office, Shillong.

DEPARTMENT OF POSTS : INDIA
OFFICE OF THE CHIEF POSTMASTER GENERAL
NORTH EAST CIRCLE : SHILLONG-793 001

Under Receipt

Annexure - J

34

No. Vig/LC-26/05(CAT)

Dtd. at Shillong-1, the 1st August, 2005.

30

To

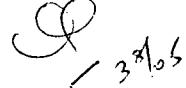
Sri Ananda Kumar Sarkar
Sr. PS attached to the DIA(P), Shillong.
O/O the CPMG, Shillong-793 001.

Subject: Show Cause Notice for misuse of advances and recovery thereof.

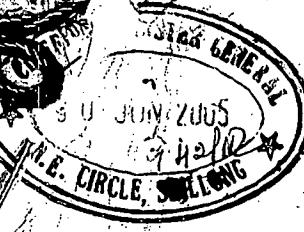
1. As per records of this office, you drew the following advances under the prescribed conditions, but you failed to fulfil the conditions as mentioned against each of them:

- a) **House Building Advance** - An amount of Rs. 4,12,500/- was sanctioned as House Building Advance vide this office Memo. No. AP/27-83/2003 dtd. 19.8.03 and first instalment of the same amounting to Rs. 2,06,250/- was paid to you on 29.8.03. The second instalment was also paid on 22.10.03. An additional amount of Rs. 75,000/- was also paid to you on 04.2.04. As per House Building Advance Rule 7(a) you were to complete the construction within 18 months of the date on which the 1st instalment was paid. On completion, you were to insure the house at your own cost and to deposit the Policy with the Government but you have failed to do so and as such, you are liable to refund the entire amount of advance along with penal interest over and above the normal interest of the advance, in one lumpsum.
- b) **Scooter Advance** - An amount of Rs. 30,000/- was paid to you as Scooter Advance on 03.9.2001, with instruction to submit Registration Book, Registration Certificate and Insurance Certificate of the Scooter within one month as per GFR Rule 206 (3), but you failed to submit the required documents till date. The particulars of the purchase of the Scooter have not been communicated nor the Scooter is mortgaged in GFR Form-24. This, too, therefore needs to be recovered in lumpsum from your salary.
- c) **Personal Computer Advance** - An amount of Rs. 74,950/- was paid to you as Personal Computer Advance on 20.12.2002, under the terms & conditions laid down in GFR 199(5) according to which the Personal Computer was required to be mortgaged in the name of the President in GFR Form-24 with suitable modification, but you failed to do so, till date. On this count, too, recovery needs to be made in lumpsum, from your salary.
- d) **Motor Car Advance** - An amount of Rs. 1,50,000/- was paid to you as Motor Car Advance on 07.02.2005, with instruction to submit Registration Book, Registration Certificate and Comprehensive Insurance Cover of Motor Car within one month as per GFR Rule 206 (3), but you failed to submit the required documents till date. The particulars of the purchase of the Motor Car have not been communicated nor the car was mortgaged in GFR Form-24, as prescribed in Rule 425 of Swamy's - P & T FHB Vol.-I. This amount also needs to be recovered in lumpsum from your salary. **Contd...2**

2. By the aforementioned acts, you have exhibited gross dereliction of duty, contempt for rules and callousness in office functioning. You are therefore asked to explain as to why you have failed to submit the required documents within the stipulated period in each of the above cases and to show cause as to why the recovery of lumpsum amount from your salary, towards adjustment of the aforesaid advances including penal interest, as ordered vide this office letter No. AP/27/Misc-Recovery/2004-05 dtd.29.3.05., shall not remain effective till the full recovery of all the advances including penal interest over and above the prescribed normal interest on those advances. Also, explain why disciplinary action should not be taken against you, over and above the recoveries.
3. Your reply should reach this office by 09.8.05 positively, failing which ex parte decision will be taken.


3/05
(Abhinav Walia)
DPS (HQ)

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IN THE CENTRAL ADMINISTRATIVE TRIBUNAL AT GAU
AT GAUHATI



O.A. NO. 149 of

Ver
Date-II,

Shri Ananda Kumar Sarker
-versus-

Union of India & Ors. ... Respondent

I N D E X

<u>Sl. No.</u>	<u>Particulars</u>	<u>Pages</u>
1.	Original application	
2.	Annexure-1 is the photo copy of Memo No. Staff/9-5/2001 dated 8th March, 2005.	
3.	Annexure-1-1, 1-2 & 1-3 are the photocopies of Postal Directorate letters.	
4.	Annexure-2 is the photocopy of Memo No. Staff/7-10/94 dated 23.3.2005.	
5.	Annexure-3 is the photocopy of Medical Certificate.	
6.	Annexures-4 & 4-1 are the photocopies of application for leave.	
7.	Annexure-5 is the photocopy of order No. AP/27/Misc-Recovery/2004-05 dated 29.3.2005.	
8.	Annexure-6 is the photocopy of Pay Slip for the month of September, 2004.	
9.	Annexure-7 & 7-1 are the photocopies of Pay Slips for the month of April & May, 2005.	
10.	Annexure-8 is the photocopy of Deed of Sale	
11.	Annexure-9 is the photocopy of Mortgage Deed.	
12.	Annexure-10 is the photocopy of Certificate issued by the Pradhan, Gao Panchayat.	
13.	Annexure-11 is the photocopy of Computer Purchase Bill.	
14.	Annexure-12 is the photocopy of the Judgement dated 31.5.2005 passed by the Hon'ble Central Administrative Tribunal Gauhati Bench at Gauhati.	
15.	Annexure-13 is the photocopy of the Memorandum dated 14.6.2005 issued by the Respondent No.2.	
16.	Annexure-14 is the representation dated 3.6.2005 submitted by the applicant.	

Filed by : Advocate

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SYNOPSIS

1. The applicant was initially appointed as Stenographer Grade-III and thereafter promoted to Stenographer Grade-II, Stenographer-Grade-I, Senior Personal Assistant and thereafter promoted to Senior Private Secretary to the Chief Postmaster General, North-East Circle, Shillong.
2. The applicant was granted advances/loans and recoveries were made from the salary of the applicant regularly as per terms and conditions of the advances/loans. But ~~rhym & reasons~~, the Chief Postmaster General, North-East Circle, Shillong suddenly started recovery of the balance amount of advances/loans on lump-sum along with Penal Interest with effect from April, 2005 as a result of which out of total salary of Rs.16,734/-, a sum of Rs.16,733/- is being recovered leaving one rupee for the applicant as salary with effect from April, 2005. This is in violation of the terms and conditions made before while sanctioning the advances/loans to the applicant. Thus the order of lump-sum recovery of the advances and thereafter making payment of Rs.1/- (Rupee one) only per month as salary to the applicant with effect from April, 2005 has created great financial hardships on the part of the applicant and not only that the eldest son of the applicant has already stopped going school owing to this situation. Being highly aggrieved by the above action, the applicant filed O.A. No.121 of 2005 on 30.5.2005 before this Hon'ble Tribunal and the Hon'ble Tribunal disposed of O.A. No.121 of 2005 on 31.5.2005 with a direction to the applicant to submit a representation addressed to the Chief Postmaster General (Respondent No.2) within one week from 31.5.2005 and to dispose of the same at the level of Respondent No.2 within two weeks from 31.5.2005. Accordingly, the applicant submitted a representation to the Respondent No.2 on 3.6.2005 enclosing a photocopy of the Judgement dated 31.5.2005 passed by the Hon'ble Tribunal. The Respondent No.2 also disposed of the representation of the applicant and issued a Memorandum on 14.6.2005. Being highly aggrieved by and dissatisfied with the order dated 14.6.2005 passed on the representation, the applicant filed this Original Application before this Hon'ble Tribunal seeking justice.

(1) - 34 - 35

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL GAUHATI BENCH
AT GAUHATI

O.A. NO. 07/2005

(An application under Section 19 of the Central
Administrative Tribunal Act, 1985)

IN BETWEEN

Shri Ananda Kumar Sarkar ... Applicant

-Versus-

Union of India & Ors. ... Respondents

1. PARTICULARS OF THE APPLICANT

Shri Ananda Kumar Sarkar, son of Late Mekhan Lal
Sarkar, Senior Private Secretary to the Chief Postmaster
General, North-East Circle, Shillong-793 001.

2. PARTICULARS OF THE RESPONDENTS

- (1) Union of India represented by the Secretary to the
Government of India, Ministry of Communications &
Information Technology, Department of Posts, Dak
Bhawan, Sansad Marg, New Delhi-110 001.
- (2) Chief Postmaster General, North-East Circle,
Shillong-793 001.
- (3) Director Postal Services (HQ), North-East Circle,
Shillong-793 001.

3. PARTICULARS OF THE ORDERS AGAINST WHICH THIS
APPLICATION IS MADE

The following are the orders against which this
application has been filed :-

- (1) An order dated 8th March, 2005 issued by the Asstt.
Director (Staff), Office of the Chief Postmaster
General, North-East Circle, Shillong-793 001 vide
Memo No. Staff/9-5/2001 attaching the applicant
with the Director Postal Services (HQ), North-East
Circle, Shillong-793 001 (Annexure-1).

(2) An order dated 23rd March, 2005 issued by the Director Postal Services (HQ), North-East Circle, Shillong vide Memo No. Staff/7-10/94 imposing penalty of 'Dies-Non' for the period from 4.3.2005 to 20.3.2005 for non-performance of duty (Annexure-2).

(3) An order dated 29.3.2005 issued by the Accounts Officer (Accounts), Office of the Chief Postmaster General, North-East Circle, Shillong-793 001 vide letter/order No. AP/27/Misc-Recovery/2004-05 deducting advances on lump-sum along with Penal Interest from the total salary of the applicant to the tune of Rs.16,734/- and to pay Rs.1/- only per month to the applicant with effect from April, 2005. (Annexure-3)

(4) An order dated 14.6.2005 passed by the Chief Postmaster General, North-East Circle, Shillong vide Memorandum No. Vig/BC-26/05 (CAT). (Annexure-4)

JURISDICTION

The applicant declares that the application is within the jurisdiction of this Hon'ble Central Administrative Tribunal, Gauhati Bench at Gauhati.

5. LIMITATION

The application is filed within the time limit as prescribed under section 21 of the Central Administrative Tribunal Act, 1985.

6. FACTS OF THE CASE

6.1. That the applicant was initially appointed as Stenographer-Grade-III on 30.3.1977 in the Department of Posts & Telegraphs and posted in Nagaland Division.

6.2. That thereafter, the applicant was promoted to the post of Stenographer Grade-II in 1983 with retrospective effect from 1.4.1982 and posted in the Office of the Regional Director Postal Services, Assam Region, Gauhati.

Thereafter, he was promoted to the Senior Personal Assistant to the Postmaster General, North-East Circle, Shillong with effect from 4.4.1994 and thereafter again promoted to the post of Senior Private Secretary to the Chief Postmaster General, North-East Circle, Shillong with effect from 4.11.2001.

6.3. That now your applicant is working as Senior Private Secretary (Gazetted) to the Chief Postmaster General, North-East Circle, Shillong on promotion with effect from 4.11.2001. But the Asstt. Director (Staff), Office of the Chief Postmaster General, North-East Circle, Shillong vide Memo No. Staff/9-5/2001 dated 8th March, 2005 attached the applicant with the Director Postal Services (HQ), Office of the Chief Postmaster General, North-East Circle, Shillong. This order denoted the status of the applicant without giving prior notice to the applicant. Hence, it is illegal, improper and liable to be quashed.

Annexure-1 is the photocopy of the order dated 8th March, 2005 issued by the Asstt. Director (Staff), Office of the Chief Postmaster General, North-East Circle, Shillong attaching the applicant with the Director Postal Services (HQ), North-East Circle, Shillong-793 001.

6.4. That as per Postal Directorate, New Delhi letter No. 31-12/2001-PE-II dated 30.08.2001, the post of Senior Private Secretary is attached to the post of Chief Postmaster General (Higher Administrative Grade) only. As such the attachment of the applicant with the Director Postal Services (HQ) (Junior Administrative Grade) is a punishment to the applicant from the demotion of status point of view and this order has been issued to the applicant without any prior notice. Hence, this impugned order is liable to

to be quashed. In this connection Annexure-1-1, 1-2 and 1-3 may kindly be perused.

6.5. That the Director Postal Services (HQ), Office of the Chief Postmaster General, North-East Circle, Shillong vide Memo No. Staff/7-10/94 dated 23rd March, 2005 imposed penalty of 'Dies-Non' to the applicant for the period from 4.3.2005 to 20.3.2005 for non-performance of duty without issuing any show-cause notice to the applicant. As such this 'Dies-Non' order is illegal, improper and liable to be quashed.

6.6. Further it is stated that the Director Postal Services (HQ), North-East Circle, Shillong has no authority except the Chief Postmaster General to pass such order of 'Dies-Non' as the applicant is attached to the Chief Postmaster General, and hence the 'Dies-Non' order is liable to be set aside.

Annexure-2 is the photocopy of 'Dies-Non' order dated 23rd March, 2005 issued by the Director Postal Services (HQ), N.E. Circle, Shillong.

6.7. That the Chief Postmaster General, North-East Circle, Shillong-Respondent No.2 fell in serious illness. He was admitted in the Nazareth Hospital, Shillong on 3rd March, 2005 and was released from hospital on 8th March, 2005.

6.8. That it may be mentioned in this connection that from the date of admission of the Chief Postmaster General in the Nazareth Hospital, Shillong, your applicant was looking after him in the hospital every day and all necessary steps were taken by the applicant for early release of the Chief Postmaster General from the said hospital.

6.9. That as stated above, the Chief Postmaster General, N.E. Circle, Shillong was released from Nazareth Hospital, Shillong on 8th March, 2005, but due to misfortune, the applicant also fell in serious illness with effect from the 7th March of 2005. Your applicant was taking treatment from a private doctor upto 20th March, 2005 informing the

fact to the Director Postal Services (HQ), North-East Circle, Shillong over phone. But when the applicant felt himself not cured after taking treatment from a private doctor upto 20.3.2005, he admitted himself in the Nazareth Hospital on 21.3.2005 and continued upto 31.3.2005 afternoon. The applicant was released from the said hospital on 31.3.2005 afternoon.

Annexure-3 is the Medical Certificate (Release Order) of the applicant issued by the Nazareth Hospital, Shillong.

6.10. That it may be mentioned in this connection while the applicant was taking treatment from the doctor for his illness before admission to the Nazareth Hospital, the applicant wrote several letters addressed to the Chief Postmaster General, N.E. Circle, Shillong with request to grant Earned Leave for 15 days with effect from 7.3.2005, but unfortunately no leave was granted to the applicant. This may also be stated that although several applications were sent to the Chief Postmaster General, N.E. Circle, Shillong requesting for grant of Earned Leave for 15 days, but only one application has been found to have received by the Office of the Chief Postmaster General, N.E. Circle, Shillong and the same has been annexed to this application.

Annexure-4 & 4-1 are the photocopies of the application and forwarding letter of the leave application received by the Office of the Chief Postmaster General, N.E. Circle, Shillong on 23.3.2005.

6.11. That an order dated 29.3.2005 issued by the Accounts Officer (Accounts), Office of the Chief Postmaster General, N.E. Circle, Shillong vide letter/order No. AD/27/Misc-Recovery/2004-05 deducting advances on lump-sum along with Penal Interest from the total salary of the applicant under different heads and showing payment of Re.1/- (Rupee one) only to the applicant as salary with effect from April, 2005.

Annexure-5 is the photocopy of the letter/order No. AP-27/Misc-Recovery/2004-05 issued by the Accounts Officer (Accounts), Office of the Chief Postmaster General, N.E. Circle, Shillong, deducting advances on lump-sum along with Penal Interest.

6.12. That your applicant was granted House Building Advance in response to his application and a total sum of Rs.4,87,500/- was sanctioned and paid to the applicant in three instalments with a condition that a sum of Rs.3340/- per month would be recovered from the monthly salary of the applicant with effect from September, 2004. Accordingly, authority started recovery @ Rs.3340/- with effect from September, 2004 and continued as such upto March, 2005. Thereafter, vide Annexure-5 authority started recovery of the balance amount on lump-sum with effect from April, 2005 @ Rs.6891/-.

Annexure-6 is the photocopy of Pay Slip for the month of April September, 2004 in which Rs.3340/- has been shown as normal rate of instalment towards House Building Advance.

Annexure-7 & 7-1 are the photo copies of the Pay Slips for the month of April & May, 2005.

It may be mentioned that before sanction of the House Building Advance, the applicant submitted application along with Deed of Sale towards purchase of land and after sanction of the amount, the applicant mortgaged the loan amount in the Office of the Sub-Registrar, Sedar Sub-Division, Agartala. On submission of the Mortgaged Deed, by the applicant, the first instalment of the loan amount was released to the applicant, and then the applicant started construction of a RCC building. After reaching upto the plinth area of the construction, the applicant submitted a certificate to that effect issued by the Pradhan, Paschim Gandhi Gram Gao Panchayat which was countersigned by the Asstt. Supdt. of Post Offices (HQ), Office of the Agartala Division, Agartala.

On the receipt of the above said certificate, the Chief Postmaster General, N.E. Circle released the second instalment of the loan amount and finally, an additional amount Rs.75,000/- (Rupees seventy five thousand) only was also sanctioned by the present Chief Postmaster General on the basis of the application submitted by the applicant and on the plea that estimated cost became less due to rise of the cost of materials.

Annexure-8 is the photocopy of the Deed of Sale towards purchase of land.

Annexure-9 is the photocopy of the Mortgage Deed- in respect of the loan amount sanctioned.

Annexure-10 is the photocopy of the Certificate issued by the Pradan, Gao Panchayat counter-signed by the Asstt. Supdt. of P.Os (HQ).

6.13. That your applicant was sanctioned a sum of Rs.74,500/- being Computer Advance with a condition that a sum of Rs.500/- per month would be recovered from applicant's salary with effect from January, 2003 as the advance was paid to the applicant in the month of December, 2002. The authority continued recovery @ Rs.500/- per month upto March, 2005 and thereafter ordered recovery of the balance on lump-sum @ Rs.2711/- with effect from April, 2005 vide Annexure-7 and 7-1 ibid. It may be mentioned here that the applicant on receipt of the said advance purchased Personal Computer on 15.12.2002, the Purchase Bill of has been annexed to this application.

Annexure-11 is the photocopy of the Purchase Bill towards purchase of the Personal Computer.

6.14. That your applicant was sanctioned a sum of Rs.30,000/- being Scooter Advance with a condition that a sum of Rs.430/- per month would be recovered from the monthly salary of the applicant with effect from October, 2001 as the advance

Contd...8/-

was paid to the applicant in the month of September, 2001. Thus, the authority concerned recovered the said Scooter Advance @ Rs.430/- per month with effect from October, 2001 to March, 2005 and thereafter ordered recovery of the balance amount on lump-sum @ Rs.1865/- per month with effect from April, 2005 vide Annexure-7 and Annexure-7-1.

if the car is not purchased in due time

false

6.15. That your applicant was provided with a loan of Rs.1,50,000/- being Motor Car Advance in the month of February, 2005 whereas the applicant had applied for purchase of New Car. The amount sanctioned is less than the price of new car. However, the applicant is on the way to purchase old car which is under negotiation. But in the meantime without issuing any prior notice and without giving any opportunity to purchase old car, the authority concerned started recovery of the advance on lump-sum @ Rs.2461/- with effect from April, 2005 vide Annexures-7 & 7-1 whereas there was a condition while sanctioning the amount that a sum of Rs.750/- per month would be recovered per month.

6.16. That your applicant being highly aggrieved and highly dissatisfied with the orders as stated above, filed the O.A. No. 121 of 2005 before the Hon'ble Central Administrative Tribunal, Oshahati Bench at Oshahati on 30.5.2005. But after hearing of the applicant's Counsel, the case, has been disposed on 31.5.2005 with a direction to the applicant to submit a representation addressed to the Chief Postmaster General, North-East Circle, Shillong-793 001 within one week from 31.5.2005. Accordingly, the applicant submitted a representation to

to the Chief Postmaster General, North-East Circle, Shillong on 3.6.2005. The Chief Postmaster General, North-East Circle, Shillong disposed of the representation on 14.6.2005 without hearing the applicant. That the applicant being highly aggrieved by the order passed by the Chief Postmaster General, North-East Circle, Shillong vide Memorandum No. Vig/LC-26/08 (CAT) dated 14.6.2005, now filed this Original Application Under Section 19 of the Central Administrative Tribunal Act, 1985 for seeking appropriate reliefs from this Hon'ble Tribunal.

Annexure-12 is the photocopy of the Judgement dated 31.5.2005 passed by the Hon'ble Central Administrative Tribunal, Gauhati Bench at Gauhati.

Annexure-13 is the photocopy of the Order/ Memorandum dated 14.6.2005 passed by the Chief Postmaster General, N.E. Circle, Shillong.

7.

GROUND WITH LEGAL PROVISION

i.

For that the applicant being a Senior Private Secretary to the Chief Postmaster General, N.E. Circle, Shillong, cannot be attached to the Director Postal Services (HQ), N.E. Circle, Shillong, and hence, the attachment order is illegal and liable to be quashed.

ii.

For that the Director Postal Services (HQ), N.E. Circle, Shillong has no authority to impose penalty of 'Dies-Non' on the applicant as the applicant is attached to the Chief Postmaster General by the Postal Directorate, New Delhi, and hence, the order of 'Dies-Non' is illegal and as such liable to be set aside.

iii.

For that the Respondents have no authority to recover entire loan/advances on lump-sum from the total salary

of Rs.16734/- and to pay Re.1/- (Rupee one) only as salary to the applicant with effect from April, 2005, without giving him any opportunity to defend his case, and hence, order of recovery on lump-sum along with Penal Interest vide Annexure-5 is illegal, improper and liable to be quashed.

- iv. For that the lump-sum recovery in the salary of the applicant to the tune of Rs.16,733/- per month with effect from April, 2005 is illegal, malafide and with a motive behind to harass the applicant and his family members.
- v. For that it is known to all that a Gazetted Officer cannot run his family members with a salary of one rupee per month and the Respondents have not paid their mind to save the life of the applicant and applicant's family members.
- vi. For that for want of salary, the applicant is facing great hardships in providing educational expenses in respect of his children. In the meantime owing to this situation, the eldest son of the applicant has already stopped going to school. Thus, the recovery order passed by the Chief Postmaster, N.E. Circle, Shillong has very badly affected educational career of the children of the applicant and this had been done by the authority with a motive behind.
- vii. For that the amount recovered on lump-sum ignoring the already stipulated rate of recoverable amount/installment is in violation of the condition made while sanctioning of the advances. After lump-sum recover, the authority has been paying Re.1/- (Rupee one) only per month to the applicant with effect from April, 2005 and this amounts to intentional harassment to the applicant and for that purpose the

the Respondents are liable to pay compensation to the applicant for deliberate, intentional and un-wanted sufferings caused to the applicant.

viii. For that the Respondents had passed all these illegal orders while the applicant was admitted in the Nazareth Hospital, Shillong for his treatment.

ix. For that from the impugned order at Annexure-13, it appears that the Chief Postmaster General has illegally found that the applicant is addicted to alcohol and heavily drunked but in fact he is not and hence the findings of the Chief Postmaster General, N.E. Circle, Shillong is illegal, intentional, with a motive behind and hence, the findings are liable to be quashed.

x. For that no evidence was taken from anybody that the applicant is a heavily drunkard person, but only on presumption the Respondent No. 2 found the applicant a heavily drunkard person which is not maintainable in Law and hence, impugned order is liable to be set aside.

xi. For that if the Respondent No.2 is aware of that the applicant is a drunkard person, he could have taken disciplinary action against the applicant long before as the present Chief Postmaster General joined this North-East Circle on 8.1.2004 and since that date the applicant has been working as Senior P.S. to the Respondent No.2.

xii. For that it is not agreed that the applicant has totally failed to submit Registered Deed and other related documents in support of the sanction of the advances.

xiii. For that the Respondent No.2 has mentioned about the sanctions of advances only, but no where he has mentioned

about the recoveries already made as per instalment fixed at the time of sanction of the advances

XIV. For that it is absolutely incorrect and illegal that the applicant is not fit fit to work as Senior Private Secretary. If it is so, then during the period from 8.1.2004 upto March, 2005, the Respondent No.2 could have taken steps against the applicant, but at no time no such action was taken against the applicant.

XV. For that the applicant being Senior Private Secretary and with good health was working with the present Chief Postmaster General for more than one year, and during this period the applicant availed only two days Casual Leave that is on 30th and 31st December, 2004.

8.

DETAILS OF REMEDIES EXHAUSTED

The applicant declares that he filed several applications addressing the Respondent No.2 praying for grant of Earned Leave for 15 days with effect from 7.3.2005 as the applicant has sufficient Earned Leave at his credit, but unfortunately, the Respondent No.2 did not consider his case for grant of leave, but passed the order of 'Dies Non' by the Director Postal Services (HQ) which is illegal.

9.

MATTERS NOT PREVIOUSLY FILED OR PENDING WITH ANY OTHER COURT OR TRIBUNAL

An application was filed on 30.5.2005 before this Hon'ble Tribunal and the said application was disposed of on 31.5.2005.

10.

RELIEF SOUGHT FOR

1.

To set aside the illegal order of attachment of the applicant with the Director Postal Services (HQ), N.B. Circle, Shillong.

ii. The Director Postal Services (HQ), N.E. Circle, Shillong has no authority to impose penalty of 'Dies-Non' on the applicant, and as such the order of 'Dies-Non' is illegal and hence liable to be set aside.

iii. To grant Earned Leave for the period from 4.3.2005 to 20.3.2005 that is the period of 'Dies-Non'.

iv. To set aside the impugned orders of recovery of advances on lump-sum paying one rupee per month to the applicant with effect from April, 2005.

v. After setting aside the orders of recovery at Annexure-5 the applicant may kindly be refunded the salary for the month of April & May, 2005.

xiv

vi. To set aside the impugned orders dated 14.6.2005 passed by the Respondent No.2.

vii. To grant cost of the case.

viii. Any other relief or reliefs entitled to the applicant may be given.

11. INTERIM RELIEF

Under the facts and circumstances of the case, the impugned orders of attachment of the applicant with the Director Postal Services (HQ), order of 'Dies-Non' for the period from 4.3.2005 to 20.3.2005, orders of recovery at Annexure-5 and order dated 14.6.2005 passed by the Respondent No.2 may kindly be stayed till final disposal of this application.

12. DETAILS OF POSTAL ORDERS

i. Postal Order No.

ii. Date of issue

iii. Issued by the

iv. Payable at Gauhati.

13. LIST OF ENCLOSURES

As per Index.

...Verification...

VERIFICATION

I, Shri Ananda Kumar Sarkar, son of Late Makhon Lal Sarkar, Senior Private Secretary to the Chief Postmaster General, North-East Circle, Shillong-793 001, do hereby solemnly affirm and verify that the statements made in paragraphs

are true to my knowledge and those made in paragraphs being matters of records are true to my information derived therefrom which I believe to be true and these are my humble submissions made before this Hon'ble Tribunal, and I have not suppressed any material facts in this case.

And I sign this verification on this the th day of June, 2005 at Gauhati.

SIGNATURE

DEPARTMENT OF POSTS-INDIA
OFFICE OF THE CHIEF POSTMASTER GENERAL, N.E. CIRCLE,
SHILLONG-793001

Memo No. Staff/9-5/2001

8 March, 2005

Subject: Attachments of Sr. PS/PS/PAs of Office of Chief Postmaster General, N.E. Circle, Shillong 793001

1. Owing to official exigencies, the undermentioned attachment orders are issued, with immediate effect:-

Sl. No.	Name/Designation	Attached to
a)	Shri Ananda Kr. Sarkar, Sr.PS	DPS(HQ), C.O. Shillong
b)	Shri Sukumar Sur, PA Grade I	CPMG, N.E. Circle, Shillong

2. Effective:- Immediate.
 3. The above arrangement shall continue, until further instructions.
 4. This has the approval of the Head of Circle.

lwd 8/3/05
 (A.B. Dutta)

Asst. Director(Staff)
 For Chief Postmaster General
 N.E. Circle, Shillong 793001

Copy to:

1. The Sr.PS/PS to CPMG/PMG, Shillong
 2. DPS(HQ), C.O. Shillong
 3. Shri A.K. Sarkar, Sr.PS, C.O. Shillong
 4. Shri S. Sur, PA, C.O. Shillong
 5. The APMG/AD(Staff)/AD(Mails & Bldg)/AO ICO(SB), C.O. Shillong
 6. The JAO(BGT)/ASP(Inv)/ASP(Cell)/IPO(BD)/IPO(Tech)/IPO(Phil), C.O. Shillong.
 7. O.S., C.O. Shillong
 8. Shri Rajesh Hynniewta, PA, C.O. Shillong
 9. All SS in C.O. Shillong
 10. Office Copy

lwd 8/3/05
 For Chief Postmaster General
 N.E. Circle, Shillong



No.31-12/2001-PE-II
Government of India
Ministry of Communications
Department of Posts
Dak Bhavan, Sansad Marg,
New Delhi - 110001.

CL 158
49-

Dated: 30.08.2001

To

All Pr. Chief Postmasters General,
All Chief Postmasters General,
Director, PSCI, Ghaziabad
All PMsG (Regions)

Subject: Stenographers in Non-Secretariat Central Government offices
Recommendations of the Fifth Central Pay Commission -
regarding.

In pursuance of the instructions contained in the Ministry of Personnel, PG & Pensions (Department of Personnel and Training) Office Memorandum No.35034/4/97 Estt(D) dated 11.04.2001, the President is pleased to accord sanction for upgradation of the existing 20 posts of Sr. PAs in the scale of pay of Rs.6500-10500 to the posts of Sr. Private Secretary in the scale of pay of Rs.7500-12000 with effect from 11.04.2001 as per the details given in the enclosed "Annexure". The remaining posts of Sr. PAs in the Postal Circles/regions are redesignated as Private Secretary in the pay scale of Rs.6500-10500.

2. The upgradation of the existing incumbents of the posts of Private Secretary (including the erstwhile posts of Sr. Personal Assistant, now redesignated as Private Secretary) to the posts of Senior Private Secretary shall be in accordance with the instructions contained in the Department of Personnel and Training Office Memorandum No.22011/10/84 Estt (D) dated February 4, 1992 read with Office Memorandum No.AB-14017/2/97-Estt(RR) dated May 25, 1998 (copies enclosed).
3. All the officers who wish to give option for choosing the date for fixation of pay under FR 23 read with FR-22(1)(a)(2) should be allowed to do so within one month from the date of issue of order. The upgradation of Sr. PAs as Sr.PS does not involve assumption of higher duties and responsibilities.
4. The expenditure involved is debitable to the Head "3201-Postal Services A-2(1) Circle office-1-Salaries" and should be met from the sanctioned grant of the Financial year.
5. This issues in consultation with the Internal Finance Advice (Postal) vide their Dy No. 382/FA/2001/CS dated 22.08.2001.


(Devika Kumar)
Director(T&E),

Encl: As above

11/158

-18-

50

54

Copy to:

1. PS to MOC/PS to MOS(C)
2. PPS to Secretary (P).
3. PS to Member(P)/Member(O)/Member(D).
4. CS to Member(P).
5. Sr. DDG(CP)
6. Chief General Manager (Business Development Directorate)/Chief General Manager (PLI Directorate).
7. JS & FA.
8. DDG(IR) and Secretary(PSB).
9. All Deputy Directors General.
10. Additional Director General APS Corps, RK Puram, New Delhi.
11. Director General, P&T Audit, New Delhi - 110054.
12. All Directors in the Directorate.
13. Director, Postal Training Centres.
14. All Directors/Dy. Directors of Accounts (Postal).
15. All Assistant Directors General in the Directorate.
16. All Desk officers in the Directorate.
17. All Junior Analyst in the Directorate.
18. All recognized Unions/Associations/Federations.
19. All Sections in the Directorate.
20. Admn./C&A/Pay Bill/GA(P)/Budget(P)/FA(P)/SPG/SPB-I/SPB-II/PEA sections of the Postal Directorate.
21. S.O's Guard file.
22. Dealing Assistant.
23. Spare copies (50).


(Lucas.L.Kamsuan)
Section Officer(PE-II)

	stenographic assistance of the level of Sr. Private Secretary is to be provided	prior to the upgradation	PA	upgradation	upgradation
1.	Chief PMG, Andhra Pradesh circle	Sr. Personal Assistant	6500-10500	Sr. Private Secretary	7500-12000
2.	Chief PMG, Assam circle	-do-	-do-	-do-	-do-
3.	Chief PMG, Bihar circle	-do-	-do-	-do-	-do-
4.	Chief PMG, Delhi circle	-do-	-do-	-do-	-do-
5.	Chief PMG, Gujarat circle	-do-	-do-	-do-	-do-
6.	Chief PMG, Haryana circle	-do-	-do-	-do-	-do-
7.	Chief PMG, Himachal Pradesh circle	-do-	-do-	-do-	-do-
8.	Chief PMG, Jammu & Kashmir circle	-do-	-do-	-do-	-do-
9.	Chief PMG, Karnataka circle	-do-	-do-	-do-	-do-
10.	Chief PMG, Kerala circle	-do-	-do-	-do-	-do-
11.	Pr. Chief PMG, Madhya Pradesh circle	-do-	-do-	-do-	-do-
12.	Pr. Chief PMG, Maharashtra circle	-do-	-do-	-do-	-do-
13.	Chief PMG, North East circle	-do-	-do-	-do-	-do-
14.	Chief PMG, Orissa circle	-do-	-do-	-do-	-do-
15.	Chief PMG, Punjab circle	-do-	-do-	-do-	-do-
16.	Chief PMG, Rajasthan circle	-do-	-do-	-do-	-do-
17.	Pr. Chief PMG, Tamil Nadu circle	-do-	-do-	-do-	-do-
18.	Chief PMG, Uttar Pradesh circle	-do-	-do-	-do-	-do-
19.	Chief PMG, West Bengal circle	-do-	-do-	-do-	-do-
20.	Director, PSCI Ghaziabad	-do-	-do-	-do-	-do-

20-2
Annexure - 2

DEPARTMENT OF POSTS
OFFICE OF THE CHIEF POSTMASTER GENERAL::N.E.CIRCLE::
SHILLONG 793001

Under Entry

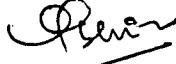
To Shri Ananda K. Sarkar
Sr. PS to Chief PMG
O/O Chief Postmaster General
N.E. Circle
Shillong 793001

No. Staff/7-10/94

23rd March, 2005

Subject: Absence from ~~of~~ duty :– Case of Shri Ananda Sarkar, Sr. PS to CPMG,
N.E. Circle, Shillong

It is observed that you have failed to attend to your official duties from 4.3.2005 (F/N) till 20.3.2005 (A/N). So the period for non-performance of duty is hereby treated as dies non under Rule 62, Postal Manual Vol.III.


(Abhinav Walia)
Director of Postal Services(HQ)

Copy to:

1. Chief PMG, C.O. Shillong 793001
2. The DA(P), Shillong 793001
3. CR File of the Officer
4. AD(A/cs), C.O. Shillong
5. PF of the Officer
6. Spare

2 - 3 -

Nazareth Hospital, Shillong

MEDICAL SICKNESS CERTIFICATE

Date 81. 3. 05

Hospital No. 05/3522

This is to certify that Sri/Smt. A. L. Sarkar

was admitted to Nazareth Hospital on 21. 3. 05 was
treated for A-LD APO and was discharged
on 31. 3. 05 He/She is advised rest for 2 wks
days following discharge.



.....
Medical Officer

Designation :

Physician
Nazareth Hospital
Shillong

To

Veronica - 4

54-

The Chief Postmaster General,
North East Circle.
Shillong 793 001.

Sir,

Due to sudden stomach disorder and vomiting tendency, myself has been admitted in the Nazareth Hospital, Shillong at about 2330 hours on 21-3-2005.

This is for your kind information and necessary action.

Yours faithfully,

A.K. Sarkar

(A.K. Sarkar)
Sr. PS to Chief PMG/Shillong.

*Re: centre d
Re: adm. application
Re: adm. application
21-3-2005
21-3-2005
21-3-2005*

Attested,
Rabi,
Sarkar, 17/6/05

Annexure - A/1

APPLICATION FOR LEAVE OR FOR EXTENSION OF LEAVE

1. Name of applicant ... A. K. Sarkar

2. Post held ... Sr. PS to CPMU/Sliling.

3. Department, Office and Section ... O/o CPMU, Sliling.

4. Pay ... Rs. 9000/- P.M.

5. House rent and other compensatory allowances drawn in the present post ...

6. Nature and period of leave applied for and date from which required ... E/L for 15 days from 7-3-05.

7. Sundays and holidays, if any, proposed to be prefixed/suffixed to leave... As admissible.

8. Grounds on which leave is applied for ... Deterioration of health,

9. Date of return from last leave, and the nature and period of that leave ...

10. I propose/do not propose to avail myself of leave travel concession for the block years during the ensuing leave.

11. Address during leave period ... *Residence*

Signature of Applicant (with date)

12. Remarks and/or recommendation of the Controlling Officer.

Signature (with date)
Designation

CERTIFICATE REGARDING ADMISSIBILITY OF LEAVE

13. Certified that.....for.....
(nature of leave)
from.....to.....is admissible under
Rule.....of the Central Civil Services (Leave) Rules, 1972.

Signature (with date)
Designation



*If the applicant is drawing any compensatory allowance, it should also be indicated in the orders whether on the expiry of leave, the Government servant is likely to return to the same post or to another post carrying similar allowance.

Signature (with date)
Designation



Supplied by SWAMY PUBLISHERS (P) LTD., Division: Gitanjali Forms & Registers
164, R. K. Mutt Road, Madras-600 028

- 22 - 56

DEPARTMENT OF POSTS : INDIA
Office Of the Chief Postmaster General N.E. Circle, Shillong.

Details Pay & allowance for the Month of SEPTEMBER- 2004

D.A.	@ Rs. 11 %
H.R.A.	@ Rs. 15%
S.D.A.	@ Rs. 12.5%

Name :- Sri A.K. Sarkar, Sr. P.S. to Chief P.M.G.

GROSS	Rs.	P	DEDUCTION	Rs.	P
Basic	9000		C.G.E.G.I.S.	60	
Dearness Pay	4500		G.P.F. Contribution	850	
Special Pay			Income Tax	300	
D.A.	1485		P.L.I.	265	
Double H.R.A.			P.I.I		
H.R.A.			Personal Comp. Adv	500	
T.A	200		HBA	3340	✓
H.C.A.	300		Scooter Adv	430	
Chid. Edu.Allowance			Licence Fee	181	
			Court Attachment	1413	
Total:	15485		Total	7339	

NET AMOUNT PAYABLE: Rs. 8146.00

Rs- 8146 -
Rs- (E) 2281 -
Rs- 5865 -

3069.04
Accounts Officer (A.O)
O/o The Chief Postmaster General
N.E. Circle, Shillong-793001.

Rev- 1
W.R.F. 3
Canteen- 33
Unrecd. 10
Co-op - 2000
E/charge - 234 -

2281 -

Attested,
Sarkar,
14/6/05

1000 x 3 =	3000 -
500 x 5 =	2500 -
100 x 3 =	300 -
50 x 1 =	50 -
10 x 1 =	10 -
5 x 1 =	5 -
<hr/> Total Rs. 5865 -	

DEPARTMENT OF POSTS : INDIA
Office Of the Chief Postmaster General N.E. Circle, Shillong.

Details Pay & allowance for the Month of April -2005

D.A.	@ Rs. 17 %
H.R.A.	@ Rs. 15%
S.D.A.	@ Rs. 12.5%

See 16

Name :- Sri A.K. Sarkar, Sr. P.S. CO, Shillong.

GROSS	Rs.	P	DEDUCTION	Rs.	P
Basic	9250		C.G.E.G.I.S.	60	
Dearness Pay	4625		G.P.F. Contribution	850	
Special Pay			Income Tax		
D.A.	2359		P.L.I.	265	
Double H.R.A.			Car advance	2461	
H.R.A.			Personal Comp. Adv	2711	
T.A	200		HBA	6891	
H.C.A.	300		Scooter Adv	1865	
Chid. Edu.Allowance			Licence Fee.	217	
			Court Attachment	1413	
Total:	16734			Total	16733

NET AMOUNT PAYABLE: Rs. 1.00

~~Asstt. Director (Accounts)~~
Accounts Officer (A/C)
O/o The Chief Postmaster General
N.E. Circle, Shillong-793001.

DEPARTMENT OF POSTS : INDIA
Office Of the Chief Postmaster General N.E. Circle, Shillong.

Details Pay & allowance for the Month of May -2005

D.A. @ Rs. 17 %
H.R.A. @ Rs. 15%
S.D.A. @ Rs. 12.5%

Name :- Sri A.K. Sarkar, Sr. P.S. CO, Shillong.

GROSS	Rs.	P	DEDUCTION	Rs.	P
Basic	9250		C.G.E.G.I.S.	60	
Dearness Pay	4625		G.P.F. Contribution	850	
Special Pay			Income Tax	1000	
D.A.	2359		P.L.I.	265	
Double H.R.A.			Car advance	2461	
H.R.A.			Personal Comp. Adv	2711	
T.A	200		HBA	5891	
H.C.A.	300		Scooter Adv	1865	
Chid. Edu.Allowance			Licence Fee.	217	
			Court Attachment	1413	
Total:	16734			Total	16733

NET AMOUNT PAYABLE: Rs. 1.00

Asstt. Director (Accounts)
Accounts Officer (A.O.)
O/o The Chief Postmaster General
N.E. Circle, Shillong-793001.

5680 Annex - 8 - 28- I - 48/8

750Rs.



Stamp for export from
for import Stamp duty under the
Indian Stamp Act-1890. 15/-

Schedule 1, No. 23

ମୁଦ୍ରଣ ମୁଦ୍ରଣ ୧—

~~RECORDED~~ 105
Dad - Dog is gone.
Dad's Dog - Hitler
- Germany, Germany.

Georgi Dimitrov
Bulgarian

00-4892

DEED OF SALE

This Deed of Sale is made this 12/15 day
of June, Two thousand Three.

-B E T W E E N -

SRI ANANDA KUMAR SARKAR, S/o. Lt. Makhan Lal
Sarkar Resident of Uttar Ramnagar, P.S. Airport,
Dist. West Tripura, by faith -Hindu, by profession -
Govt. Service, a citizen of India, Pargana-Agartala
Sub-Division and Sub-Registry Office- Sadar,
Agartala --- hereinafter called the VENDEE.

....OF THE ONE PART.

Allied
News
10/17/03.

B. R. HALDER
Acting Director (Staff)
Master General

Contd...P/2.

60

69 91
60 4892

60.00

Stamp issued at Rs. 75/-
purchased by Shri Anand K. Sarker

Sh. 73075
Agartala Treasury No. 12
West Tripura

75/-
Agartala, Treasury No. 12
West Tripura

Alberd

10/78

B. R. HALDER
Assist Director (Staff)
to the Chief Postmaster General
N. E. Ghati Shillong-793001

RECEIVED FOR POSTMASTER

12 AM/P.M. on 12/84

by Ch. Asst. Postmaster
to Post Master Chittagong

delivered for

12 AM/P.M. Chittagong Deep
Postmaster / Chittagong

Chittagong

Postmaster

25-30-61

- 2 :-

- A N D -

X Sunil Kumar Dey

SRI SUNIL KUMAR DEY S/o.Lt. Man Mohan Dey Resident
Uttar Ramnagar, P.s.Airport, Dist. West Tripura, by faith -
Hindu, by profession - Business, a citizen of India --- herein
after called the VENDOR.

.....OF THE OTHER PART.

This is a Sale Deed of Lawful, Transferable and
possessory Rayati Jote Right Bastu/Tilla land measuring
10 sataks within Dist. West Tripura, P.s.Airport, Sub-Division
and Sub-Registry Office- Sadar, Pargana-Agartala, Mouja-8
Tahasil- Gandhigram, Touji No.209(P), Khatian No.448,
Old Plot Nos. 1987, 1988, 1992, 1993, 1994, R.S.Plot Nos. 2005,
2008, 2011, 2012 & 2013, total land measuring 0.98 Sataks
owned by the Vendor/me as per purchase Vide Regd. Sale
Deed No. 1-22388 Dated 17.12.55. The said sale deed duly
Registered in the Sadar Sub-Registry office-Agartala,
West Tripura, Since then I am absolute owner and peaceful
possessor and enjoyment in Rayati jote right of the
above mentioned jote land, free from all encumbrances.

AND WHEREAS in course of my peaceful enjoyment
of possession of the said land I being in urgent need of
money proposed to sell 10 sataks of land detailed and
described in the Schedule herein below and you the Vendee
having agreed to purchase the same for your residential
purpose the price whereof has been mutually determined on
proper verification at the prevailing market rate at a total
sum of Rs.15,000/- (Rupees Fifteen thousand) only.

Contd.P/3.

Attested
for
10/7/83
B. R. HALDER
Joint Director (Staff)
Postmaster General
793001

- 31 -
- 30 -

Given this day of

- 62 - 4

-: 3 :-

I do hereby sell and convey to you, the Vendee, the aforesaid land measuring 10 sataks with all of my rights, title and interest in the property hereinafter described in the Schedule below on receipt of full consideration money of the said land in Cash from you, the Vendee executed this sale deed & possession whereof has been delivered to you.

Thus I have relinquished all of my rights, title and interest whatsoever on the said demised land which have been vested with you, the Vendee on and from this day & you the Vendee having been the full & lawful owner of the demised land with all rights, title, interest and possession in Kayati Jote right, which I so long enjoyed and you are at liberty to mutate your name in the record of Collectorate of the Government of Tripura to make regular payments of land revenue to the competent Authority and to enjoy in happiness the same in all respects and in the manner you like, with your legal heirs and successors and with the powers of Sale, Gift or transfer of all kinds to which neither I nor any of my legal heirs/ successors have or shall have any claim right, objection or will ever claim any right, title or raise any objection thereon. If at any time such right, title or interest is claimed or caused to be claimed either by me or by any of my legal heirs/ successors such claim or claims and objections shall always be treated as quite null and void in all the Courts of law.

Attest
(Signature)
10/7/01
B. R. HALDER
Assist. Director (Staff)
C. U. M. Chief Postmaster General
N. E. Circle, Shillong 793001

Contd.. P/4.

-: 4 :-

Suril Kumar

It is hereby expressly declared that I am the sole and absolute owner in peaceful possession of the demised land, free from all encumbrances or charges whatsoever and there is no right, title or interest of any other person or persons on the said demised land. If at any time any such thing or things is/are detected and if you incur any loss thereby I shall legally be prosecuted for fraud in the court of law and I bind myself and keep myself liable to compensate the loss to be sustained by you or your legal heirs/successors for such defect in title of the land.

Be it mentioned here that if any error is detected in this deed I agree to rectify the same by execution of a deed of corrigendum.

SCHEDULE OF THE DEMISED LAND REFERRED TO
HEREINABOVE.

Within Dist. West Tripura, P.s. Airport, Sub-Division and Sub-Registry Office-Sadar, Pargana-Agartala, Mouja & Tahasil-Ganuigram, Touji No.209(P), Khatian No.448, Old Plot Nos. 1987, 1988, 1992, 1993 & 1994, R.S. Plot Nos. 2005, 2008, 2011, 2012 & 2013, total land measuring 0.10 sataks (out of 0.98 Sataks).

Bounded by -

North - Vendor Self.

West - Vendor Self.

East - Vendor Self.

South - Govt. Road.

Inside this boundary land measuring 10 sataks (ten Sataks) classified as Bastu/Tilla.

Contd.. P/5.

Attested
10/7/03
B. R. HALDER
Asstt. Director (Staff)
C/o the Chief Postmaster General
N.E. Circle, Shillong 793001

Sunil Kumar

-: 5 :-

64-

In Witnesses whereof I put my signature in sound health and fresh mind and Willful conscience and volition do hereby executed this deed of sale in favour of you the vendee on the day, month and year first above written.

Witnesses:-

1. Dilip Kapali

2. Satish Ch. Majumder

Sunil Kumar Ray

Signature of Vendor

Drafted by - Harry Padla Choudhury

Typed by -

Bishwajit Saha
Taty

Alfred

Ans
07/03

D. R. HALDER
Ans Director (Staff)
C/o the Chief Postmaster General
N. E. Circle, Silvassa-793001

~~✓ 2000~~ 65

34

6857

Sumit Kumar Dey

Amphalea Kisor Sausai
30. 0. 1960. 21st January Lal Sausai
Kisor Sausai 10. 1.

ANSWER

READER DEC. 12 1951 03

R. AB 12 C.
EXAMINER

Scanned by me -
Haripad Chavhan

W. G.

8786

Sarkar

66

Asstt. Director (Accounts)
to the Chief Postmaster General
N.E. Circle, Shillong-793001

Annexure-3 -35-69
-33-
DUPLICATE
OF I-7489

Form No. 3

~~Form of Mortgage Deed to be executed
when the property is freehold
[Rule 5 (a)]~~

This indenture made this 25th day of August
one thousand nine hundred and 2000 thousand Three
between Shri Ananda Kumar Sarkar

son/daughter of Late Makhan Lal Sarkar at present employed
as Sr. Private Secretary to Chief PMG
in the Ministry/Office of Chief Postmaster General, N.E. Circle
at Shillong (hereinafter called
"THE MORTGAGOR" which expression shall, unless excluded by or repugnant
to the subject or context, include his/her heirs, executors, administrators and assigns)
of the ONE PART and THE PRESIDENT OF INDIA (hereinafter called "THE
MORTGAGEE" which expression shall, unless excluded by or repugnant to the
subject or context, include his successors in office and assigns) of the OTHER
PART:

WHEREAS the Mortgagor is *the absolute and sole* beneficial owner and is
seized and possessed of or otherwise well and sufficiently entitled to the land and/or
house, hereditaments and premises hereinafter described in the Schedule hereunder
written and for greater clearness delineated on the plan annexed hereto and thereon
shown with the boundaries thereof coloured
and expressed to be hereby conveyed, transferred and assured (hereinafter referred
to as "the said Mortgaged property").

AND WHEREAS the Mortgagor applied to the Mortgagee for an advance
of Rs. 4,12,500/- (Rupees Four Lacs twelve thousand five
hundred only) for the purpose of enabling the Mortgagor.

*(1) to purchase land and to construct a house thereon or *(to enlarge living
accommodation in the existing house on the said hereditaments).

*(2) to construct a house on the said hereditaments, or *(to enlarge living
accommodation in the house on the said hereditaments).

*(3) to purchase a ready-built aforesaid house.

AND WHEREAS the Mortgagee agreed to advance to the Mortgagor the said
sum of Rs. 4,12,500/- (Rupees Four Lacs twelve thousand
five hundred only) (insert full amount) vide the Ministry/
Office Letter No. AP/27-83/2003, dated 19.8.2003,
a copy of which is annexed to these presents for the purpose aforesaid on the terms
and conditions set forth therein, etc.

*Mention whatever is applicable.

18

67

36

Submitted for registration.

10 A.M./P.M. on the

25th Aug 2003

At the State Central

Office for

87/ Ananda Kumar Sarkar

Accd



Ananda Kumar Sarkar

- 68 -

- 37 -

21

2

AND WHEREAS one of the conditions for the aforesaid advance is that the Mortgagor should secure the repayment of the said advance and due observance of all the terms and conditions contained in the "Rules to regulate the grant of advances to Central Government servants for building, etc., of houses" issued by the Government of India, Ministry of Works, Housing and Supply with their O.M. No. H. 11-27 (5)/54, dated the 12th April, 1956 (hereinafter referred to as the "said Rules" which expression shall where the context so admits include any amendment thereof or addition thereto for the time being in force) by a mortgage of the property described in the schedule hereunder written.

AND WHEREAS the Mortgagee

*[has sanctioned to the Mortgagor an advance of Rs 4,12,500/- (Rupees Four Lacs twelve thousand five hundred only), payable by such instalments and in the manner as hereinafter appearing]

*[has paid to the Mortgagor an advance of Rs (Rupees only) of and in the manner provided in the said Rules upon having the repayment of the loan with interest and the observance of all the terms and conditions contained in the said Rules as hereinafter mentioned secured in the manner hereinafter appearing.

AND WHEREAS the Mortgagor is to receive from the Mortgagee the aforesaid advance in the following instalments:—

*Rs already received on *
*Rs on the execution of this indenture by the Mortgagor in favour of the Mortgagee.

†Rs when the construction of the house reaches plinth level, †(Rs) when the construction of the house reaches roof level, provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water-supply, street lighting, roads, drainage and sewerage.

NOW THIS INDENTURE WITNESSETH as follows:—

**(i) (a) In pursuance of the said Rules and in consideration of the said advance sanctioned/paid by the Mortgagee to the Mortgagor pursuant to the provisions contained in the said Rules the Mortgagor doth hereby *covenant with the Mortgagee* that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Rules and shall repay to the Mortgagee the said advance of Rs 4,12,500/- (Rupees Four Lacs twelve thousand

Five hundred only only)

by † 150 equal monthly instalments of Rs 3680/- (Rupees three thousand six hundred eighty only) from the pay of the Mortgagor commencing from the month of September, 2004 Nineteen hundred and or from the month following the completion

*Mention whatever is applicable.

†The language will be modified if the mode of payment of advance is different from what is prescribed in Rule 5.

**Delete Clause (i) (a) or (i) (b), whichever is inapplicable.

†This will not be more than 180.

of the house, whichever is earlier, and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary/subsistence allowance of the amount of such instalments and the Mortgagor shall after paying the full amount of the advance also pay interest due thereon in* **150 equal**

monthly instalments in the manner and on the terms specified in the said Rules, provided that the Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

†(i) (b) In pursuance of the said Rules and in consideration of the said advance sanctioned/paid by the Mortgagee to the Mortgagor pursuant to the provisions contained in the said Rules the Mortgagor doth *hereby covenant with the Mortgagee* that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Rules and shall repay to the Mortgagee the said advance of Rs **4,12,500/-** (Rupees **Four Lacs twelve thousand** **Five hundred** only) by **150 equal**

monthly instalments of Rs **3680/-** from the pay of the Mortgagor commencing from the month of **September, 2004**

19....., or from the month following the completion of the house, whichever is earlier, till the date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his gratuity/death-cum-retirement gratuity and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of instalments and from his gratuity/death-cum-retirement gratuity of such of the balances remaining unpaid at the date of his death/retirement/superannuation as hereinbefore mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

(ii) If the Mortgagor shall utilise the advance for a purpose other than that for which the advance is sanctioned or if the Mortgagor shall become insolvent or shall cease to be in service for any reason other than normal retirement, superannuation or if he/she dies before payment of the advance in full, or if the Mortgagor shall fail to observe or perform any of the terms, conditions and stipulations specified in the said Rules and on his/her part to be observed and performed then and in any such cases the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the Mortgagee with interest thereon at**

*This will not be more than 60.

†Delete Clause (i) (a) or (i) (b), whichever is inapplicable.

**Normal rate of interest to be charged under the said Rules.

per cent per annum calculated from the date of the payment by the Mortgagee of the first instalment of the said advance. Notwithstanding anything contained herein, if the Mortgagor utilises the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the Mortgagor as may be appropriate under the rules of service applicable to the Mortgagor.

(iii) In further pursuance of the said Rules and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these presents, the Mortgagor doth hereby grant, convey, transfer, assign, and assure unto the Mortgagee ALL AND SINGULAR the said Mortgaged property fully described in the Schedule hereunder written together with buildings erected or to be erected by Mortgagor on the said Mortgaged property or materials for the time being thereon with all rights, easements and appurtenances to the said Mortgaged property or any of them belonging TO HOLD the said Mortgaged property with their appurtenances including all erections and building erected and built or to be erected and built hereafter on the said Mortgaged property or materials for the time being thereon unto and to the use of the Mortgagee absolutely for ever free from all encumbrances. SUBJECT NEVERTHELESS to the proviso for redemption herein-after contained PROVIDED ALWAYS AND it is hereby agreed and declared by and between the parties hereto that if the Mortgagor shall duly pay to the Mortgagee the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the Mortgagor to the Mortgagee under the terms and conditions of the said Rules, then the Mortgagee will at any time thereafter upon the request and at the cost of the Mortgagor reconvey, retransfer and reassume the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iv) AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the Mortgagor of the covenants on his/her part herein contained or if the Mortgagor shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases ~~it shall be lawful for the Mortgagee without intervention of the Court, to sell the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the Mortgagee shall think fit~~ AND IT IS HEREBY declared that the receipts of the Mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND IT IS HEREBY declared that the Mortgagee shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon TRUST in the first place thereout to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the Security of these presents and the balance, if any, to be paid to the Mortgagee.

(v) The Mortgagor hereby covenants with the Mortgagee as follows:—

(a) That the Mortgagor now hath in himself good right and lawful authority to grant, convey, transfer, assign and assure the Mortgaged property unto and to the use of the Mortgagee in manner aforesaid.

***(b)** That the Mortgagor shall carry out the construction of the house/additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Mortgagor shall certify, when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/She will allow the Mortgagee to carry out either by himself or through his representative an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor, he/she will be liable to pay to the Mortgagee forthwith the entire advance received by him/her together with interest thereon at †

per cent per annum and further will also be liable to appropriate disciplinary action under the rules of service applicable to the Mortgagor.

***(c)** That the Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of **

unless an extension of time is allowed in writing by the Mortgagee. In case of default the Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Rules, in one lump sum. The Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

(d) That the Mortgagor shall immediately insure the house at his own cost, with the Life Insurance Corporation of India, for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said Rules till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the Mortgagee the premium receipts for inspection. In the event of failure on the part of the Mortgagor to effect the insurance against fire, flood and lightning, it shall be lawful but not obligatory for the Mortgagee to insure the said house at the cost of the Mortgagor and add the amount of the premium to the outstanding amount of the advance and the Mortgagor shall thereupon be liable to pay interest thereon as if the amount of premium had been advanced to him as part of the aforesaid advance at

till the amount is repaid to the Mortgagee or is

*Clauses (b) and (c) are not applicable when the advance is for the purchase of ready-built houses or for repayment of loans taken by an applicant for the construction or purchase of a house.

†Normal rate of interest to be charged under the Rules.

recovered as if it were an amount covered by the security of these presents. The Mortgagor shall give a letter to the Mortgagee, as often as required, addressed to the Insurer with which the house is insured, with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.

(e) That the Mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the Mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.

(f) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

(g) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h) That the Mortgagor shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property. However, if the Mortgagor covenants to create a second mortgage in favour of any other financial institution, he shall not do so without obtaining the prior permission of the Mortgagee and on the consent being given, the draft of the second mortgage will be submitted to the Mortgagee for approval:

Provided, always that in the event of the Mortgagor creating a second Mortgage on the same premises only by deposit of title deeds in favour of a financial institution including HDFC or a Bank, the Mortgagee may, at the written request of the Mortgagor and the financial institution concerned to this Mortgagee, hand over such documents of title to the said premises as are in possession of this Mortgagee, to the said financial institution for the sole purpose of creating the said proposed second Mortgage.

It is a strict condition that before the said documents of title are handed over by the Mortgagee to the said financial institution as hereinbefore provided, that the said financial institution and the Mortgagor shall assure and undertake to the Mortgagee in writing in such form as may be determined by this Mortgagee that—

- (i) the said documents of title shall be held and retained by the financial institution concerned only as a second Mortgage subject and subordinate to the rights of this Mortgagee hereunder;
- (ii) the said financial institution shall not at any time or for any reason part with such title deeds without written consent of this Mortgagee first had and obtained and on such conditions as may be imposed by this Mortgagee at its discretion;
- (iii) after at any time, the said financial institution ceases to be second Mortgagee of the said premises, the said financial institution shall be obliged to return the said title deeds to this Mortgagee only, whether or not any demand in this behalf is made by this Mortgagee.

- (iv) the said financial institution shall produce or cause to be produced the said title deeds as and when required by this Mortgagee for any reason whatsoever regardless of whether the said proposed second Mortgage due to be in existence or otherwise discharged; this will be in the understanding that as soon as the purpose is served, the same shall be returned by the Mortgagee to the financial institution, to be dispensed subject to these conditions;
- (v) nothing in these provisions shall be construed to create any financial or other obligations or liabilities in this Mortgagee, *vis-a-vis* the said financial institution or shall in any manner alter, abridge or abrogate the rights of this Mortgagee hereunder, who shall always be and continue to be the paramount Mortgagee.

(i) Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to the Mortgagor.

SCHEDULE ABOVE REFERRED TO

(To be filled in by Mortgagor) Plot of land at
Uttar Ramnagar

Within Dist. West Tripura, P.S. Airport, Sub-Division and
Sub-Registry Office-Sadar, Pargana-Agartala, Mouja & Tahasil-
Gandhigram, Touji No.209(P), Khatian No.448, Old Plot Nos.
1987, 1988, 1992, 1993 & 1994, R.S. Plot Nos. 2005, 2008,
2011, 2012 & 2013, total land measuring 0.10 sataks (out of
0.98 Sataks).

Bounded by -

North-Vendor Self - Shri Sunil Kumar Dev

West -Vendor Self - Shri Sunil Kumar Dey

East -Vendor Self - Shri Sunil Kumar Dey

South-Gout Road

Inside this boundary land measuring 10 Sataks (ten Sataks)
classified as Bastu/Tilla.

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77
A
Ananda Kumar Sarker

80728

Ananda Kumar Sarker
Markhan Lal Sarker
Private Secretary to chief P.M.G.
Postmaster General N.B. circle
Shillong

81st Dr. A. D. Sarker
Sarker

Registered

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87 to 19
DUPLI (ATG OF 7989
2003

Sarker

Identified by me
Biswajit - and
an

Sarker
25/8/81

READER

25/8/81

MAIN

IN WITNESS WHEREOF the Mortgagor has hereunto set his hand and
 Shri Ananda Kumar Sarkar, Sr. P.S. in the Ministry/Office of
 Chief PMG, NE Circle, Shillong and on behalf of the President of India
 has hereunto set his hand.

Asstt. Director of Account
 O/o the Chief Postmaster General
 N.E. Circle, Shillong-7931

Signed by the said (Mortgagor)

Ananda Kumar Sarkar
 (Signature of the Mortgagor)

In the presence of

1st witness

: Oyma

Address

: P.D.(S.G) Co. Shillong O/O the CPMG
 N.E. Circle, Shillong

Occupation

: Govt. Servant

2nd witness

: O. N. Rajah

Address

: O/o the Chief P.M.G.,
 N.E. Circle, Shillong-1.

Occupation

: Govt. Servant

Signed by Shri Jyotirmay Dutta, Asstt. Director (Accounts)
 in the Ministry/Office of Chief PMG, NE Circle, Shillong
 for and on behalf and by order and direction of the
 President of India.

Jyotirmay Dutta
 Asstt. Director (Accounts)
 O/o the Chief Postmaster General

N.E. Circle, Shillong-793001
 For and on behalf of the President of India

In the presence of

1st witness

: Oyma

Address

: P.D.(S.G) Co. Shillong O/o the CPMG
 N.E. Circle, Shillong

Occupation

: Govt. Servant

2nd witness

: O. N. Rajah

Address

: O/o the Chief P.M.G.,
 N.E. Circle, Shillong-1.

Occupation

: Govt. Servant

To Whom It May Concern

Certified that the construction work of building pertaining to Shri A.K. Sarkar, Sr. P.S. to Chief P.M.G., N.E. Circle, Shillong is on process and construction has reached up to the level of plinth area.

Concurred in
7-10-03
Ass't. Secy. or Post Officer (P.M.G.)
1/10 the Director Postal Services
Agartala Division
Agartala - 799001

7/10/03

HINTA MAHAN DEBNATH
Pradhan
Naschim Gandhi Gram G.P.
Jhumur Block, Tripura (W)

Attested,
Berli,
Shillong, 17/6/05

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- 52 -
Annexure - '11' 80

Softech

Ph. 2504790

CST No. KH/CST/5305
FST No. KH/FST/5178

Upland Road, Laitumkhrah, SHILLONG-793003

Mr. H. K. Sarkar
Min. P. S. T.D. Chief Post
Master General, N.E. Circle, Shillong
Bill No. 7.8/01-92 Dated 15-12-2002
Order No.
Dated.....

Sl. No.	PARTICULARS	Qty.	Rate	Amount
1.	Intel PIV @ 3.0 Ghz CPU With Ghz Hyper Threading with Intel Original 915 motherboard 1024 MB DDRAM, Sound on board, 256 MB AGP card, 2 GB SATA HDD, 1.44 MB FDD, Key board, 6 USB ports, Creative 2.1 Amplified Speakers, Fire wire Capturing card ATX Cabinet, Optical Scroll mouse, 17" LG Flatron monitor	1 no	55,500	55,500.00
2.	HP PSC 2410 printer	1 no	15,500	15,500.00
2.	600VA Elent UPS	1 no	3500	3,500.00
		TOTAL		74,500.00

2E 1008
Rupees Sixty four thousand
..... five hundred only.

D. Deob
For Softech

Mr. A.K. Sarker

Annexure - 12

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CENTRAL ADMINISTRATIVE TRIBUNAL, GUWAHATI BENCH

Original Application No. 121 of 2005.

Date of Order: This, the 31st Day of May, 2005.

HON'BLE MR. JUSTICE G. SIVARAJAN, VICE-CHAIRMAN

HON'BLE MR. K. V. PRAHLADAN, ADMINISTRATIVE MEMBER

Shri Ananda Kumar Sarker
 Son of Late Makhan Lal Sarker,
 Senior Private Secretary to the
 Chief Postmaster General,
 North East Circle,
 Shillong-793 001.

... Applicant.

Advocate Mr. S. Ali, M.A., LL.B., Advocate

-Versus-

1. Union of India represented by the Secretary to the Government of India, Ministry of Communication & Information Technology, Department of Posts, Dak Bhawan, Sansad Marg, New Delhi-110001.
2. Chief Postmaster General, North-East Circle, Shillong-793001.
3. Director Postal Services (HQ), North-East Circle, Shillong-793001.

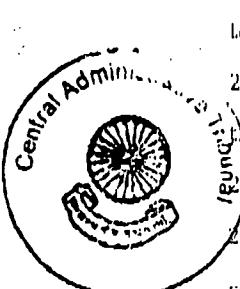
... Respondents

By Advocate Mr. M. B. Ahmed, Addl. C.G.S.C.

ORDER (ORAL)SIVARAJAN, (V.C.)

The applicant is a Senior Private Secretary to the Chief Postmaster General, N.E. Circle, Shillong. He is aggrieved by the order of attachment dated 8.3.05 (Annexure 1), proceedings dated 23.3.2005 (Annexure 2) covering the period from 4.3.2005 to 20.3.2005 as dues non and order dated 29.3.05 (Annexure 3) directing recovery in lump-sum 4 advances specified therein. The applicant wants earned leave for the period from 4.3.05 to 19.3.05 and also to set aside the impugned orders.

2. Mr. S. Ali, learned senior counsel for the applicant submits that as a result of the order dated 29.3.05 (Annexure 5) the applicant was getting only



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Re.1 (Rupee one) as salary from the month of April, 2005 causing great financial hardship and that the children of the applicant stopped going to School. The senior counsel further submits that the period from 4.3.2005 to 20.3.2005 was wrongly treated as *dies non*. Senior counsel further submitted that at least a portion of the salary has to be directed to be paid to the applicant for the sustenance of his family. We also heard Mr. M. U. Ahmed, learned Addl. CGSC for the respondents. We find from the communication dated 29.3.05 (Annexure 5) that the applicant has not strictly complied with the stipulation in regard to the grant of various loans which resulted in the recovery of advance by lump-sum deduction from the salary of the applicant. If the applicant has a case that he has not committed any irregularities in the matter of various loans as alleged and also in regard to absence from duty and in regard to attachment then he ought to have brought all those relevant matters before the Respondent at the appropriate time. We find that all these impugned communications are issued in the month of March, 2005 and the applicant has approached this Tribunal only by the end of May, 2005. That apart, the factual situation which resulted in the issuance of various orders under challenge has to be brought out which can be done only on an appropriate representation being made by the applicant. L.L.C. (.....) and.....

3. Under these circumstances we direct the applicant to make a proper representation with regard to the various reliefs sought for in this application before the 2nd Respondent who is the head of the department within a period of one week from today. If any such representation is made, in view of the fact that the applicant is presently receiving Re.1 (Rupee one only) towards his salary, the 2nd respondent will consider the representation with utmost expedition and pass appropriate orders within a period of two weeks thereafter. The order so passed will also be communicated to the applicant immediately thereafter. We make it clear that we have not considered the merits of the case in this order.

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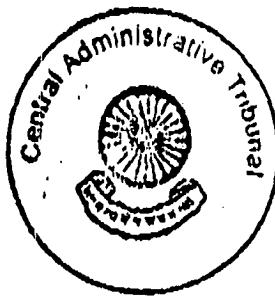
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4. The application is disposed of as above at the admission stage itself.
The applicant will produce this order alongwith the representation before
the 2nd respondent for compliance.



Sd/ VICE CHAIRMAN

Sd/ MEMBER (A)

TRUE COPY
सत्यकृति

Sd/-
2/6/05
Section Officer (I.I)
C.A.T. GUWAHATI BANCH
Guwahati-781005

AK
2/6/05

DEPARTMENT OF POSTS
OFFICE OF THE CHIEF POSTMASTER GENERAL
N.E. CIRCLE: SHILLONG

No. Vig/LC-26/05 (CAT)

Dated Shillong, the 14-6-2005

MEMORANDUM

Subject: Central Administrative Tribunal (CAT), Guwahati Bench, original application No.121 of 2005, in case of Shri Ananda Kumar Sarkar, Senior Private Secretary, Department of Posts, North East Circle, Shillong-793001 versus Chief Postmaster General, North East Circle, Shillong and others; order of Hon'ble CAT, Guwahati dated 31-5-2005: review of representation dated 03-6-2005 from Shri Ananda Kumar Sarkar, Senior Private Secretary, Department of Posts, Shillong.

1. Parawise comments on the above representation are given in the ensuing:-

2.1 Para-1 of the above representation:- Nil observation as particulars of factual letters and orders have been merely cited.

2.2 Para-2 of the above representation:- Reference to the health of Chief Postmaster General, N.E. Circle, Shillong is not relevant, and is extraneous in the present case. The efforts of Shri Ananda Kumar Sarkar for providing assistance to the medical treatment of Chief Postmaster General, N.E. Circle, Shillong as claimed are untrue, and not based on material facts.

2.3 References to the applicant falling sick from 07-3-05 AN: Admitted and accepted. The sickness and deliriums have been self inflicted, by excessive consumption of alcohol, during day time, and after sunset.

2.4 The official is excessively addicted to alcohol, and has been drinking immoderately during office hours and outside office hours. Since 04-3-05, on the few occasions when the official has visited this office briefly, he has been found to be totally drunk, in a senseless condition, and indulging in drunken and disorderly conduct and behaviour.

2.5 The official is a compulsive gambler, and has been playing "Satta - numbers gambling games", during office hours and outside office hours.

2.6 The official is chronically indebted, and has been borrowing heavily from public sector banks, and other illegal, non-government sources. His debts extend to local shop keepers, daily market stall holders, and liquor bars/liquor shops.

2.7 Reference to period 04-3-05 to 20-3-05, treated as "dies non" without pay and allowances: Since Shri Ananda Kumar Sarkar failed to attend to his official duties due to excessive consumption of alcohol during day time, and after office hours; drunkenness and disorderly behaviour, indulgence in gambling games like "Satta", and chronic indebtedness, the period 04-4-05 to 20-3-05 has been treated as "dies non", without pay and allowances; and without break in service.

2.8 The applicant in his drunken state may have spoken to DPS, Shillong and other officials of Postal Circle Office, Shillong from 08-3-05 onwards. However, he was always in a drunken condition, with speech incoherent, without making any sense at all.

2.9. Period 03-4-05 to 20-3-05 has been treated as "dies non" without "pay and allowances" since Shri Ananda Kumar Sarkar failed to attend to his official duties due to excessive consumption of alcohol during day time, and after office hours; drunkenness and disorderly behaviour, indulgence in gambling games like "Satta", and chronic indebtedness. During the period the official did not attend office for duties, and did not perform any office work nor official duties. The official also did not submit to his controlling authorities any signed and dated application, seeking leave.

2.10. The official has not indicated the particulars of the private Doctor from whom, medical treatment was obtained, as claimed. Again it is a fact that from 04-3-05 to 20-3-05, the official did not examine himself before any of the Senior Doctors of P&T Dispensary, Shillong, nor obtain any medical opinion from any government hospital at Shillong. The official did not report to any government hospital nor government recognized private hospital in Shillong for treatment of ill health. The official was so deeply under the influence of liquor and other personal problems, that he lost control of himself and his thinking faculties.

3. Orders of attachment with DPS Shillong, as issued vide orders of Chief PMG, N.E. Circle, Shillong memo No. Staff/9-5/2001 dated 08-3-05:-

(a) The issue of orders of attachment ibid enacted from administrative reasons and administrative exigencies. At the highest level of Postal administration, in Shillong, representing the six states of North East Region, the official was found unfit for duty with the Chief PMG, N.E. Circle, Shillong, owing to excessive consumption of alcohol during the day time and after sunset; indulgence in various gambling games, viz. "Satta - number games", and "Teer - number games", and chronic indebtedness with huge advances from diverse sources. The official has turned into a chronic alcoholic and helpless dipsomaniac, without any control over his actions and has lost his faculties of reasoning. He was found to be unable to discharge the duties and responsibilities expected at his level. Therefore, he has been attached to the DPS Shillong, effective 08-3-05, in the interest of service, and as an administrative measure. The deterioration in the official's mental and physical capabilities, arising from addiction to alcohol and other vices, sharply increased from September 2004. The official reached a crisis point in the first week of March 2005 when he was found unable/incapable to perform his official duties and assigned work.

4. Orders regarding recovery of irregular drawal of advances:-

4.1 Since 2001, the official was sanctioned a series of advances under various financial provisions of Government of India, which are detailed below:-

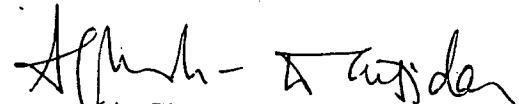
Sl. No.	Nature of Advance	Amount of advance sanctioned and date of sanction	Date of disbursement of advance.
1	Scooter Advance	Rs.30,000/- No. AP/SA-45-1/2001-02 dated 03-9-2001	03-9-2001
2	House Building Advance	i. 206,250/- No. AP/27-83/2003 dated 28-8-03 ii. 206,250/- No. AP/27-83/03	i. 28-8-03 ii. 22-10-03

		dated 22-10-03 iii. 75,000/- No. AP/27-83/03 dated 04-2-04 Total : Rs.487,500/-	iii. 04-2-04
3	Personal Computer Advance	Rs.74,950/- No. AP/MCA & PCA/45-1/2002-03 dated 12-12-02.	12-12-02
4.	Motor Car Advance	Rs.150,000/- No. AP/MCA/45-1/2004-05 dated 07-02-05	07-02-05
5	Balance of outstanding Medical advance for self treatment	Rs.10,000/-	Adjusted from final bill of Rs.6662/- in June'05. Balance of Rs.3338/- to be recovered from his salary.

4.2 If any official, who fails to produce Registration book/Registration Certificate, cash receipt and insurance within stipulated period of two months, the whole amount of advance is liable to be recovered in one instalment, along with penal interest, as laid down in Rule-206 of General Financial Rules (GFR) GOI; and all such officials are to be debarred from receiving advances for the next five years.

4.3 Shri Ananda Kumar Sarkar has failed to produce any Registration book/Registration Certificate, insurance receipt and insurance and Title to lands or buildings or flats owned within stipulated period.

4.4 Legally accepted receipts as proof of expenditure against advances drawn, have not been submitted by Shri Ananda Kumar Sarkar to this office till date. The amount of advances drawn, and its financial amounts, have been over and above the normal pay and allowances, of the official. Therefore, the amounts of advance if not utilized, nor expended by the official, should be returned to the government account/Treasury immediately. In case the full amount is not returned to government account/treasury, and the advances continue to be outstanding against the official, the government administration has no other choice, but to order necessary recoveries from pay and allowances, after taking cognizance of normal Income Tax, and court attachment recovery, as the case may be. Recovery of such advances, with penal rates of interest, is also applicable, in such cases of misuse/non return of sanctioned advances. This is in pursuance to Rule 206 of GFR, GOI.



A. Ghosh Dastidar
Chief Postmaster General
North East Circle, Shillong.
Shillong - 793 001.

Copy to :-

- 1) Shri A.K. Sarkar, Senior Private Secretary to DPS, Shillong.
- 2) Vigilance Section, C.O., Shillong.
- 3) Accounts Section, C.O., Shillong.
- 4) Personal file of Shri A.K. Sarkar
- 5) Office copy with the Staff Section, Circle Office, Shillong.

From :-

Shri Ananda Kumar Sarkar,
Senior Private Secretary
Office of the Chief Postmaster General,
North-East Circle,
Shillong-793 001.

Dated at Shillong, the 03.6.2005

To :-

The Chief Postmaster General,
North-East Circle,
Shillong-793 001.

UNDER RECEIPT

Subject :

Prayer for (1) Attachment with the Chief Postmaster General, (2) Grant of Earned Leave for the period from 04.3.2005 to 20.3.2005 and (3) Stoppage of lump-sum recovery of advances.

Respected Sir,

1. Reference :

(i) Chief PMG, NE Circle, Shillong Memo No. Staff/9-5/2001 dated 8 March, 2005, attaching me with the Director Postal Services (HQ), NE Circle, Shillong.

(ii) Director Postal Services (HQ), Office of the Chief PMG, NE Circle, NE Circle, Shillong letter No. Staff/7-10/94 dated 23rd March, 2005, imposing me penalty of 'Dies-Non' for the period from 04.3.2005 to 20.3.2005.

(iii) Chief PMG, NE Circle, Shillong letter No. AP/27/Misc-Recovery/2004-05 dated 29.3.2005, issuing order of lump-sum recovery of advances along with penal interest and to pay me Re.1/- (Rupee one) only per month as salary with effect from April, 2005.

(iv) Hon'ble Central Administrative Tribunal, Gauhati Bench at Gauhati order dated 31.5.2005 directing the applicant to submit representation to the Respondent No.2 within one week with effect from 31.5.2005 which is annexed as Annexure-11 to this representation.

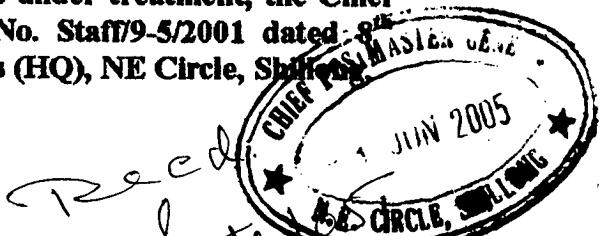
2. FACTS OF THE REPRESENTATION :

(i) The Chief Postmaster General, NE Circle, Shillong was admitted in the Nazareth Hospital, Shillong on 03.3.2005 and was released from the hospital on 08.3.2005 afternoon. I took all necessary steps for early release of the Chief Postmaster General from hospital. In the meantime I fell sick from the evening of 07.3.2005 and next day that is on 08.3.2005 I informed Director Postal Services (HQ), NE Circle, Shillong, over phone about my sudden sickness and requested for grant of leave. It is a fact that DPS (HQ), NE Circle, Shillong directed me to send application. As such I started treatment from a private doctor after informing that fact over phone to the DPS (HQ) followed by several applications sent through messengers. Unfortunately, while I was sick with effect from the evening of 07.3.2005 and was under treatment, the Chief Postmaster General, NE Circle, Shillong issued Memo No. Staff/9-5/2001 dated 8th March, 2005, attaching me with the Director Postal Services (HQ), NE Circle, Shillong.

Attested,

Sarkar

17/6/05



Annexure-1 is the photocopy of the Memo No. Staff/9-5/2001 dated 8th March, 2005 attaching me with the Director Postal Services (HQ), NE Circle, Shillong.

(ii) While I was taking treatment with effect from the evening of 07.3.2005 from a private doctor, I did not feel better and as such I was admitted in the said Nazareth Hospital, Shillong on 21.3.2005 and was released on 31.3.2005. In this connection, as stated in the para 2 (i), I sent several applications addressed to Chief PMG, NE Circle, Shillong in addition to telephonic information passed to DPS (HQ) about my sickness and requesting for grant of Earned Leave for 15 days with effect from 07.3.2005, only one application for grant of Earned Leave has been found to have received by the Office of the Chief PMG, NE Circle, Shillong. In the meantime, the Director Postal Services (HQ), NE Circle, Shillong issued letter No. Staff/7-10/94 dated 23rd March, 2005 addressed to me imposing penalty of 'Dies-Non' for the period from 04.3.2005 to 20.3.2005 and the said letter was delivered to me in the Nazareth Hospital itself as I was already admitted in the hospital with effect from 21.3.2005. As already stated above, I was released from Nazareth Hospital on 31.3.2005 with advice to take rest for two weeks, but before completion of rest for two weeks, I resumed duty and submitted a request letter dated 05.4.2005 addressed to the Director Postal Services (HQ), NE Circle, Shillong with request to grant Earned Leave for the 'Dies-Non' period that is from 04.3.2005 to 20.3.2005, but no reply to my application dated 05.4.2005 was given to me. Thereafter, I submitted an appeal dated 08.4.2005 addressed to the Chief Postmaster General, North-East Circle, Shillong praying for grant of Earned Leave for the period of 'Dies-Non' imposed by the Director Postal Services (HQ), NE Circle, Shillong, but the fate of my appeal dated 08.4.2005 has not yet been known to me.

Annexure-2 is the photocopy of letter No. Staff/7-10/94 dated 23rd March, 2005 issued by the DPS (HQ), NE Circle, Shillong imposing penalty of 'Dies-Non' for the period from 04.3.2005 to 20.3.2005.

Annexure-3 is the photocopy of the application for grant of Earned Leave for 15 days with effect from 07.3.2005.

Annexure-4 is the photocopy of the Medical Sickness Certificate dated 31.3.2005 issued by Nazareth Hospital, Shillong.

Annexure-5 is the photocopy of my request letter dated 05.4.2005 addressed to the Director Postal Services (HQ), NE Circle, Shillong requesting for grant of Earned Leave for the 'Dies-Non' period.

Annexure-6 is the photocopy of the appeal dated 08.4.2005 addressed to the Chief PMG, NE Circle, Shillong praying for grant of Earned Leave for the period of 'Dies-Non' imposed by the DPS (HQ), NE Circle, Shillong vide letter at Annexure-2 above.

3. That while I was under treatment being admitted in the Nazareth Hospital, Shillong as explained above, the Chief Postmaster General, North-East Circle, Shillong ordered recovery of various advances taken by me on lump-sum along with penal interest leaving Re.1/- (Rupee one) only as salary for me with effect from April, 2005, vide letter No. AP/27/Misc-Recovery/2004-05 dated 29.3.2005, and this letter was received by my eldest son at Shillong residence as I was admitted in the hospital.

Annexure-7 is the photocopy of the letter No. AP/27/Misc-Recovery/2004-05 dated 29.3.2005 issued by the Chief Postmaster General, North-East Circle, Shillong ordering recovery of advances on lump-sum along with penal interest paying Re.1/- (Rupee one) only per month as salary to me with effect from April, 2005.

PARTICULARS OF ADVANCES AND RECOVERIES ALREADY MADE

(i) That I was sanctioned a sum of Rs.4,12,500/- being House Building Advance and was paid to me in two instalments. Thereafter, on my request an additional advance of Rs.75,000/- was also sanctioned and paid to me for the same purpose. After observing all formalities as per rule, I was paid first instalment amounting to Rs.2,06,250/- and on receipt of the first instalment, started construction of RCC building at the Village-Uttar Ramnagar under Gandhigram Mauza about 15 Kms. away from Agartala city and reached upto plinth level of construction. Thereafter, I submitted a certificate dated 7.10.03 issued by the Pradhan, Paschim, Gandhi Gram Gao Panchayat, Mohanpur Block, Tripura (W) countersigned by the Asstt. Supdt. Of Post Offices (HQ), Office of the Director Postal Services, Agartala Division, Agartala. On receipt of such certificate, the Chief Postmaster General, N.E. Circle, Shillong released me second instalment of HBA amounting to Rs.2,06,250/-. Therefore, a sum of Rs.75,000/- was finally sanctioned and paid to me as additional advance as cost of the materials became higher than the estimated cost. Thus while the construction works reached upto roof level, because of various problems like children's examination, wife's treatment etc. I could not avail leave and could not go to the construction site as a result of which construction could not be completed. However, as stipulated by the Office of the Chief PMG, NE Circle, Shillong while sanctioning the instalments of advances, recovery of House Building Advance was commenced with effect from September, 2004 @ Rs.3340/- per month and continued recovery upto March, 2005 at the same rate. Thereafter, authorities jumped to recover on lump-sum along with penal interest @ Rs.6891/- with effect from April, 2005 simply showing "I failed to do so" vide letter No. AP/27/Misc-Recovery/2004-05 dated 29.3.2005 and without issuing any show-cause notice.

Annexure-8 is the photocopy of the certificate dated 7.10.03 issued by the Pradhan, Paschim Gandhi Gram Gao Panchayat, Mohanpur Block, Tripura (W) countersigned by the Asstt. Supdt. Of Post Offices (HQ), Office of the Director Postal Services, Agartala Division, Agartala, stating that construction of RCC building reached upto plinth level.

Annexure-9 is the photocopy of Pay Slip for the month of April, 2005 issued by the Office of the Chief PMG, NE Circle, Shillong recovering an amount of Rs.6891/- being lump-sum recovery towards HBA instead of Rs.3340/- being normal rate of recoverable instalment stipulated earlier.

(ii) That an amount of Rs.74,500/- was sanctioned and paid to me on the 12/13th of December, 2002, being Personal Computer advance and the Personal Computer was purchased by me on 15.12.2002 and thereafter recovery of the said advance was commenced @ Rs.500/- per month with effect from January, 2003 and as such authorities continued recovery at the same rate upto March, 2005. Thereafter, suddenly lump-sum recovery @ Rs.2711/- per month was commenced from the month of April, 2005 without showing any valid reason thereof.

Annexure-9 is the photocopy of Pay Slip for the month of April, 2005 in which a sum of Rs.2711/- has been shown as lump-sum recovery of Personal Computer advance.

Annexure-10 is the photocopy of Personal Computer purchase bill No.78/01-02 dated 15.12.2002.

(iii) That a sum of Rs.30,000/- was sanctioned and paid to me in the month of September, 2001, being Scooter advance. I purchased a scooter and then recovery @ Rs.430/- per month was commenced with effect from October, 2001 and as such continued recovery upto March, 2005. Thereafter authorities started recovery of the remaining amount of Rs.11,940/- on lump-sum @ Rs.1865/- from the salary of April, 2005 without issuing any show-cause notice.

Annexure-9 is the Pay Slip for the month of April, 2005, being proof of lump-sum recovery of Scooter Advance amounting to Rs.2711/- per month.

(iv) That I was provided with a sum of Rs.1,50,000/- as Motor Car Advance in the month of February, 2005 although I applied for such advance to purchase a new car. However, with this less amount, now I have intended to purchase an old car which is under negotiation. But the authorities without giving me opportunity to purchase either new car or old car, started recovery of the entire amount of MCA on lump-sum @ Rs.2461/- per month with effect from April, 2005 although as per sanction memo authority has to recover the amount of advance @ Rs.750/- per month.

Annexure-9 is the photocopy of Pay Slip for the month of April, 2005 in which a sum of Rs.2461/- has been shown as lump-sum recovery of MCA ignoring normal rate of recovery of Rs.750/- per month.

88

3.4.

GROUND FOR REMEDIES

-63-

For that the order of attachment with the Director Postal Services (HQ), NE Circle, Shillong vide Memo No. Staff/9-5/2001 dated 8th March, 2005 issued by the Chief PMG, NE Circle, Shillong has demoted my status as Senior Private Secretary (Gazetted) has been attached with the Chief Postmaster General by the Postal Directorate. As such the order of attachment may kindly be modified.

(ii) For that while I was attached to Chief Postmaster General and was under treatment, the Director Postal Services (HQ), NE Circle, Shillong imposed penalty of 'Dies-Non' and the said order was modified as 'No work no pay'. Inspite of submission of several requests/appeal Earned Leave has not been granted. I again approach with this representation and pray for grant of Earned Leave for the period from 04.3.2005 to 20.3.2005 as I have sufficient Earned Leave at my credit. Besides there is valid ground that I informed about my sickness followed by leave application.

(iii) For that order of recovery of advances on lump-sum and to pay Re.1/- (Rupee one) only per month has become a great punishment to me and my family members. Owing to this circumstances, my eldest son has already stopped going to school. Hence, I pray to the Chief Postmaster General, NE Circle, Shillong to kindly issue order as such so that I may get salary with effect from April, 2005 after recovery of advances as per fixed rate of instalment as fixed earlier by the Office of the Chief PMG, NE Circle, Shillong.

(iv) For that I will retire from the Department of Posts on 28.2.2017 and as such there is sufficient time to recover entire advances as per normal rate of instalment already fixed and recovered upto March, 2005.

(v) For that under the circumstances as stated above, I pray to the Chief Postmaster General, N.E. Circle, Shillong to kindly take lenient view in the matter of recovery of advances, grant of Earned Leave for the 'Dies-Non' period and give an opportunity to work with the Chief Postmaster General, N.E. Circle, Shillong as I worked earlier prior to 08.3.2005 without availing any kind of leave.

(vi) For that I shall remain ever grateful for your kind consideration and necessary action.

Enclosed :- As above.

Yours faithfully,


(A.K. SARKAR)

03-6-2005

Senior Private Secretary
Office of the Chief Postmaster General,
North-East Circle, Shillong-793 001.