

50/100

CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH
GUWAHATI-05

(DESTRUCTION OF RECORD RULES, 1990)

MP 137/2005 and page 1 & 2 **INDEX**
MP Allowed
9.3.06

2

O.A./T.A No. 149/2005.....
R.A./C.P No.....
E.P/M.A No. 137/05.....

1. Orders Sheet..... Pg. 1..... to 2.....
2. Judgment/Order dtd. 22.06.2005..... Pg. 1..... to 2.....
3. Judgment & Order dtd..... Received from H.C/Supreme Court
4. O.A..... 149/2005..... Pg. 1..... to 57.....
5. E.P/M.P..... 137/05..... Pg. 1..... to 14.....
6. R.A/e.P..... 09/2005..... Pg. 1..... to 38.....
7. W.S..... Pg..... to.....
8. Rejoinder..... Pg..... to.....
9. Reply..... Pg..... to.....
10. Any other Papers..... Pg..... to.....
11. Memo of Appearance.....
12. Additional Affidavit.....
13. Written Arguments.....
14. Amendment Reply by Respondents.....
15. Amendment Reply filed by the Applicant.....
16. Counter Reply.....

Office must a bundle paper page 1 & 2

SECTION OFFICER (Judl.)

2/11/2007

FORM NO. 4
(SEE RULE 42)
CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH

O R D E R S H E E T

Original Application No. 149/05
Misc. Petition No. _____
Contempt petition No. _____
Review Application No. _____
Applicant(s) Shri A.K. Sankar
Respondents W/O 2 ONS
Advocate(s) for the Applicant(s) MR S. Ali, miss S.S. Ali
Advocate(s) for the Respondents C.G.S.C.

Notes of the Registry	Date	Order of the Tribunal
<p>This application is in form is filed/C. F. for Rs. 50/- deposited vide IPC/BD No. <u>206/134030</u> Dated <u>16.6.05</u></p> <p><i>Shri</i> Dy. Registrar</p> <p><i>Received copy</i> <i>Assn. 24.6.2005</i> <i>Applicant.</i></p> <p><i>M.U. Ahmed</i> <i>23/6</i></p>	<p>20.6.2005</p> <p>mb</p> <p>22.6.2005</p> <p>mb</p>	<p>Heard Mr. S. Ali, learned Sr. counsel for the applicant and also Mr. M.U. Ahmed, learned Addl. C.G.S.C. for the respondents.</p> <p>Post for orders on 22.6.2005.</p> <p><i>[Signature]</i> Member</p> <p><i>[Signature]</i> Vice-Chairman</p> <p>xxxxxx Learned counsel for the parties are present. The orders pronounced in Open Court. The application is disposed of.</p> <p><i>[Signature]</i> Member</p> <p><i>[Signature]</i> Vice-Chairman</p>

23.6.05

Copy of the Judgment handed over to the Addl. C.G.S.C. and same has been sent to the office for stamping the same to the Applicant by post.

CENTRAL ADMINISTRATIVE TRIBUNAL :: GUWAHATI BENCH.

O.A. No 149 of 2005.

DATE OF DECISION: 22.06.2005

Shri Ananda Kumar Sarkar

APPLICANT(S)

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

ADVOCATE FOR THE
APPLICANT(S)

- VERSUS -

U. O. I. & Ors.

RESPONDENT(S)

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

ADVOCATE FOR THE
RESPONDENT(S)

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

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

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

Judgment delivered by Hon'ble Vice-Chairman.



4

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

SIVARAIAH. I. (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

[Signature]


are being effected from the salary of the applicant towards 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



- 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.



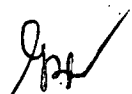
4. There are two aspects for consideration. One regarding the absence from duty for the period 04.03.2005 to 20.03.2005 and thereafter upto 05.04.2005. The period of absence from duty for the period 04.03.2005 to 20.03.2005 has been treated by the Director of Postal Services as 'dies non' under Rule 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

[Signature]

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



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 $\frac{2}{3}$ 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



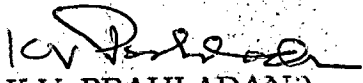
orders. If the 3rd respondent finds that Rules and Regulations for each of the advances availed by the applicant had not been complied with which entails action for recovery of advances in lump, the 3rd respondent, before taking a decision to recover the said advances from the salary of the applicant, 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.

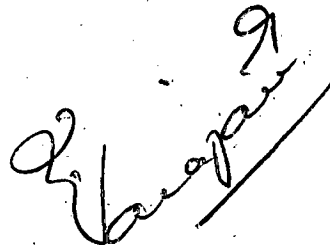
2. Regarding treatment of the period of absence for the period 04.03.2005 to till the date of joining, the respondents will consider as to whether the said period can be treated as Earned Leave to his credit. Here we are not oblivious of the factual details stated in the order of the Chief Postmaster 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,

gr

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

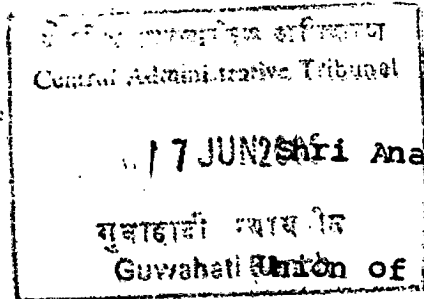
The O.A. is disposed of as above.


(K.V. PRAHLADAN)
ADMINISTRATIVE MEMBER


(G. SIVARAJAN)
VICE CHAIRMAN

/mb/

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL AT GAUHATI BENCH
AT GAUHATI



O.A. NO. 149 of 2005

Sri Ananda Kumar Sarkar

... Applicant

-versus-

গুৱাহাটী বেন্চ

Union of India & Ors.

... Respondents.

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- Cler submitted by the applicant.	

Filed by :

Saminia Sultana Ali
Advocate

Filed by: 17
Saminia Sultana Ali
Advocate for
the Applicant, 17/6/05

13

S Y N O P S I S

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 *without* rhyme & 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 Re.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.

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL GAUHATI BENCH
AT GAUHATI

O.A. NO. 149 OF 2005

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

IN BETWEEN

17 JUN 2005

Shri Ananda Kumar Sarkar

... Applicant

-Versus-

Union of India & Ors.

... Respondents

1. PARTICULARS OF THE APPLICANT

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

2. PARTICULARS OF THE RESPONDENTS

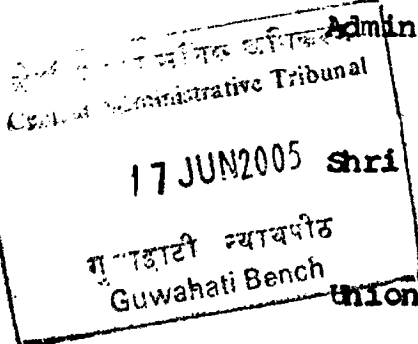
- (1) Union of India represented by the Secretary to the Government of India, Ministry of Communications & Information Technology, Department of Posts, Dak Bhavan, Sansad Marg, New Delhi-110 001.
- (2) Chief Postmaster General, North-East Circle, Shillong-793 001.
- (3) Director Postal Services (HQ),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

Contd..2/-



Sarkar
Ananda Kumar

- (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 Re.1/- only per month to the applicant with effect from April, 2005.(Annexure-5)
- (4) An order dated 14.6.2005 passed by the Chief Postmaster General, North-East Circle, Shillong vide Memorandum No. Vig/LC-26/08 (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 demoted 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

19
Aranda Kumar

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.AP/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.

Ananda Kumar Sarkar

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 September, 2004 in which Rs.3340/- has been shown as normal rate of instalment towards House Building Advance.

Annexure-7 & 7-1 are the photocopies 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, Sadar 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.

Ananda Kumar Sarkar

Arande Kumar Sarkar

On 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 Pradhan, 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 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.

- 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/- would be recovered per month.

- 6.16. That your applicant being highly aggrieved and dissatisfied with the orders as stated above, filed the O.A. No. 121 of 2005 before the Hon'ble Central Administrative Tribunal, Gauhati Bench at Gauhati 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

Contd...9/-

Ananda Kumar Sarkar

Sarkar
Kumar
Ananda

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.

Annexure - 14 is representation dated Feb. 3.6.2005 submitted by the applicant

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/instalment is in violation of the condition made while sanctioning 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

Ananda Kumar Sarkar

Ananda Kumar Sarkar

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 drunk 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 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 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

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

Aronda Kumar Sarker

- 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.
- 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.

200-134030
16-6-05
Guwahati
A.P.O.

13. LIST OF ENCLOSURES

As per Index.

...Verification...

15-

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.

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

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

Attested,
 Sd/-
 Advocate, 17/6/05

16

Annexure-1(1)

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

2^a

TO,

- 1-5. The Director of Postal Services,
Agartala/ Aizawl/ Kohima/ Imphal/ Itanagar.
6. The Sr. Supdt. of PO;s, Shillong.
7. The Supdt. of PO,s Dharmanagar.
8. The Sr. Postmaster, Shillong-GPO.
9. The Supdt. of PSD/ Silchar.
- 10-15. All Group Officers, Circle Office, Shillong
16. The Manager, RLO, Shillong.

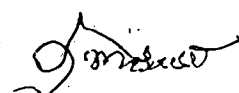
H K Sarker

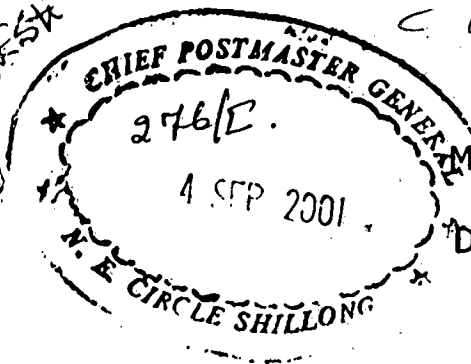
No. EST/34-18/76/Pt.I Dated at Shillong the 11-09-2001.

Sub:- Stenographers in Non-Secretarate Central Govt.
Offices Recommendations of the Fifth Central pay
Commission- regarding.

Enclosed please find herewith a copy of Directorate's letter No. 31-12/2001-PE-II dated 30-08-2001 alongwith its enclosures on the above mentioned subject received from Smt. Devika Kumar, Director (T&E) Department of Posts, Dak Bhavan, Sansad Marg, New Delhi- 110 001 for information and necessary action.

attested,
Bali
dehucate, 14/6/05
H


(J. M Dutta)
Asstt. Director (Mails)
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.

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.

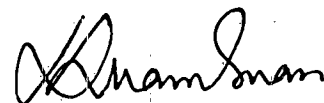
(Devika Kumar)
Director(T&E)

Encl: As above

AD S

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)

187

2

3

Annexure-1-3

Sl No.	HAG officers in scale of pay Rs.22400-525-24500 & 22400-600-26000 to whom stenographic assistance of the level of Sr. Private Secretary is to be provided	Designation of the Post prior to the upgradation	Existing scale of pay of Sr. PA	Designation of the post after the upgradation	Revised scale of pay of Sr. PS on 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 -
Annexure - I 33

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 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

Attested,
Sd/-,
Subscate, 14/6/05

215

Annexure - '3'

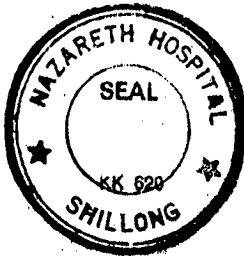
34

Nazareth Hospital, Shillong
MEDICAL SICKNESS CERTIFICATE

Date 31.3.05

Hospital No. 05/3522

This is to certify that Sri/Smt. A. K. Sarker
was admitted to Nazareth Hospital on 21.3.05 was
treated for ALD APD 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.

attested,
Sd/-,
Secretary, 17/6/05

C 225

To

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.

Attested,
Bali,
Advocate, 17/6/05

Received
the application
on 23/2/05
[Signature]
23/2/05

23

Annexure-4(i)

36

S.R. 1

APPLICATION FOR LEAVE OR FOR EXTENSION OF LEAVE

1. Name of applicant A. K. Sarkar
2. Post held Sr. PS to CPMH/SHillong,
3. Department, Office and Section O/o CPMH, SHillong,
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 yearsduring the ensuing leave.
11. Address during leave period

(Signature)
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



14. Orders of the authority competent to grant leave.

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.



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

Attested,
Sd/-,
17/6/05

- 24 -

Annexure 5
37

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.

(Signature)
(R.C. Rath)
Accounts Officer (Accoutns)
For Chief Postmaster General,
N.E. Circle, Shillong.

attested,
Bali,
Subordinate, 17/6/05

25-

Annexure - '6'

38

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.			PLI		
H.R.A.			Personal Comp. Adv	500	
T.A	200		HBA	3340	✓
H.C.A.	300		Scooter Adv	430	
Child. Edu.Allowance			Licence Fee.	181	
			Court Attachment	1413	
Total:	15485		Total	7339	

NET AMOUNT PAYABLE: Rs. 8146.00

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

[Signature]
Accounts Officer (A/C)
O/o The Chief Postmaster General
Asst. Director (Accounts) General
N.E. Circle, Shillong-793001.

Rev- 1
WAF- 3
Camleen- 33
Union- 10
Co-op - 2000
R/charge - 234 -
2281 -

Attested,
Bali,
Shimara, 17/6/05

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

-26-

Annexure - '7'

39

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%

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

Attested,
Bali,
Subordinate, 17/6/05

Asstt. Director (Accounts)

Accounts Officer (A/C)

O/o The Chief Postmaster General
N.E. Circle, Shillong-793001.

27

Ammerne - 7(1)

40

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	

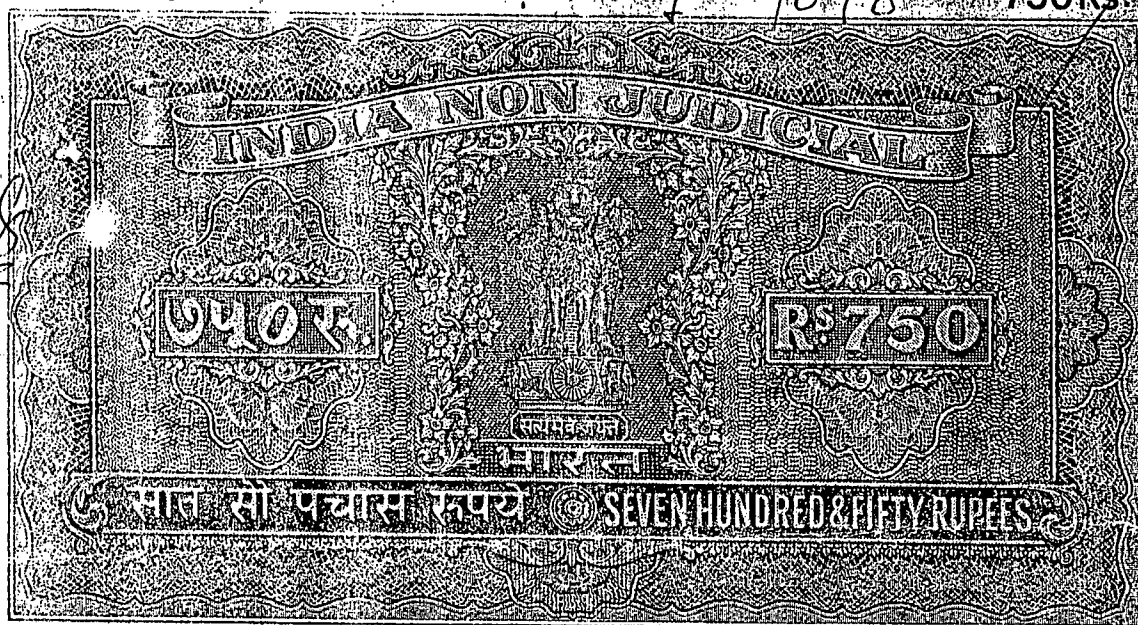
NET AMOUNT PAYABLE: Rs. 1.00

Attested,
Sali,
Subscrite, 17/6/05

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

5680 Ann-ex-me-'8'-28-48/8

750Rs



Stampd for exempt from of duty
for require Stamp duty under the
Indian Stamp Act-1899
Schedule 1, No. 23 B. 152/82
Act Paid 1-



X Sunil Kumar

004891

12/6/03
Sub-Registrar,
Sadar Sub-District
Agartala, District

DEED OF SALE

Sale Deed
Mouja-Gandhigram,
P.S.Airport,
Dist. West Tripura,
Land measuring-5 Gandas
Land Valued -Rs. 15,000/-
Page No. 1 to 5

This Deed of Sale is made this 12/6 day
of June, Two thousand Three.

-BETWEEN-

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.

Contd...P/2.

Attested,
Sd/-,
Advocate, 17/6/03

Attested
17/6/03

B. R. HALDER
Asstt Director (Staff)
O/o the Chief Postmaster General
N E. Circle, Shillong-793001

42

No 4892

29

30.8.73

Stamp valued at Rs. 750/-

purchased by Shri Anand Kumar Sankar

Shri Anand Kumar Sankar
General Treasury Dept
West Bengal

General Treasury Dept
West Bengal

attested

B. R. HALDER
Asstt Director (Staff)
O/o the Chief Postmaster Genl
N.E. Circle, Shillong-793001

RECEIVED FOR THE
12 AM/P.M. on 12/8/73
by Mr. Anand Kumar Sankar
J. L. Under Secy-Mugl
Office for
12/8/73
12/8/73

Signature
Anand Kumar Sankar

Sumit Kumar Roy

30
-: 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-&
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 Vender
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
10/7/03
B. R. HALDER
Asstt. Director (Staff)
Chief Circle, Postmaster General
N. L. Circle, Shillong-793001

- 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.

Contd..P/4.

attested
10/7/03
B. R. HALDER
Asstt. Director (Staff)
Chief Postmaster General
A. E. Circle, Shillong-793001

32
Swirl Number 2
45
-: 4 :-

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-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.
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
18/7/03
B. R. HALDER
Asstt Director (Staff)
C/o the Chief Postmaster Gener.
N.E. Circle, Shillong-793001

33

Suril Kumar

46

-: 5 :-

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:-

Suril Kumar
Signature of Vendor

1. Dilip Kapali

2. Bishu ch. Majumdar

Drafted by - Haripada Choudhury

Typed by -
Bishwajit Saha
Tybit

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



Sunil Kumar Singh

#1 Amendable Kor Saukar
 #2 Amendable Kor Saukar
 #3 Amendable Kor Saukar
 #4 Amendable Kor Saukar
 #5 Amendable Kor Saukar
 #6 Amendable Kor Saukar
 #7 Amendable Kor Saukar
 #8 Amendable Kor Saukar
 #9 Amendable Kor Saukar
 #10 Amendable Kor Saukar
 #11 Amendable Kor Saukar
 #12 Amendable Kor Saukar
 #13 Amendable Kor Saukar
 #14 Amendable Kor Saukar
 #15 Amendable Kor Saukar
 #16 Amendable Kor Saukar
 #17 Amendable Kor Saukar
 #18 Amendable Kor Saukar
 #19 Amendable Kor Saukar
 #20 Amendable Kor Saukar
 #21 Amendable Kor Saukar
 #22 Amendable Kor Saukar
 #23 Amendable Kor Saukar
 #24 Amendable Kor Saukar
 #25 Amendable Kor Saukar
 #26 Amendable Kor Saukar
 #27 Amendable Kor Saukar
 #28 Amendable Kor Saukar
 #29 Amendable Kor Saukar
 #30 Amendable Kor Saukar
 #31 Amendable Kor Saukar
 #32 Amendable Kor Saukar
 #33 Amendable Kor Saukar
 #34 Amendable Kor Saukar
 #35 Amendable Kor Saukar
 #36 Amendable Kor Saukar
 #37 Amendable Kor Saukar
 #38 Amendable Kor Saukar
 #39 Amendable Kor Saukar
 #40 Amendable Kor Saukar
 #41 Amendable Kor Saukar
 #42 Amendable Kor Saukar
 #43 Amendable Kor Saukar
 #44 Amendable Kor Saukar
 #45 Amendable Kor Saukar
 #46 Amendable Kor Saukar
 #47 Amendable Kor Saukar
 #48 Amendable Kor Saukar
 #49 Amendable Kor Saukar
 #50 Amendable Kor Saukar
 #51 Amendable Kor Saukar
 #52 Amendable Kor Saukar
 #53 Amendable Kor Saukar
 #54 Amendable Kor Saukar
 #55 Amendable Kor Saukar
 #56 Amendable Kor Saukar
 #57 Amendable Kor Saukar
 #58 Amendable Kor Saukar
 #59 Amendable Kor Saukar
 #60 Amendable Kor Saukar
 #61 Amendable Kor Saukar
 #62 Amendable Kor Saukar
 #63 Amendable Kor Saukar
 #64 Amendable Kor Saukar
 #65 Amendable Kor Saukar
 #66 Amendable Kor Saukar
 #67 Amendable Kor Saukar
 #68 Amendable Kor Saukar
 #69 Amendable Kor Saukar
 #70 Amendable Kor Saukar
 #71 Amendable Kor Saukar
 #72 Amendable Kor Saukar
 #73 Amendable Kor Saukar
 #74 Amendable Kor Saukar
 #75 Amendable Kor Saukar
 #76 Amendable Kor Saukar
 #77 Amendable Kor Saukar
 #78 Amendable Kor Saukar
 #79 Amendable Kor Saukar
 #80 Amendable Kor Saukar
 #81 Amendable Kor Saukar
 #82 Amendable Kor Saukar
 #83 Amendable Kor Saukar
 #84 Amendable Kor Saukar
 #85 Amendable Kor Saukar
 #86 Amendable Kor Saukar
 #87 Amendable Kor Saukar
 #88 Amendable Kor Saukar
 #89 Amendable Kor Saukar
 #90 Amendable Kor Saukar
 #91 Amendable Kor Saukar
 #92 Amendable Kor Saukar
 #93 Amendable Kor Saukar
 #94 Amendable Kor Saukar
 #95 Amendable Kor Saukar
 #96 Amendable Kor Saukar
 #97 Amendable Kor Saukar
 #98 Amendable Kor Saukar
 #99 Amendable Kor Saukar
 #100 Amendable Kor Saukar

1
 2
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525

1206 12/5/03
READER

R. Alb 12.6
EXAMINER

Identified By me -
Haripada Chowdhury
V. 10

8786

Sarkar - 35-

Annexure - '9'

48

Stamp duty under the
Stamp Act, 1899.
Form No. 3

DUPLICATE
OF J-7487

Ananda Kumar Sarkar

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

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 Two 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
Shillong

at _____ (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 refer-
red 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) only) (insert full amount) vide the Ministry/
Office Letter No. AP/27-83/2003, dated 12.8.2003
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.

attested,
Bali,
Advocate,
17/6/05

32
1
2
Ananda Kumar Sarker
bms
Asstt. Dir. (Accounts)
The Chief Postmaster Genl.
E. Circle, Shillong-793001

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 develop-
ment 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 pro-
visions 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.

Ananda Kumar Saha 38
3
Asst. Director (Accounts)
The Chief Postmaster G
D.N. Circle, Shillong-793

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.

Arande Kumar Sau -39-
Asstt. Director/Account
Chief Postmaster G
Circular, Shillong-793004

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 reassure 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 Mortgagor.

Ananda Kumar Sarkar

-40-

Asstt. Director of Accounts
The Chief Postmaster General
N. Circle, Shillong-793001

53

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

(a) That the Mortgagor now hath in himself ~~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.

Ananda Kumar Sarker

42-1

7

Asst. District Accounts Officer
Chief Postmaster General
Shillong-793006

55

- (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 Dey

West -Vendor Self - Shri Sunil Kumar Dey

East -Vendor Self - Shri Sunil Kumar Dey

South-Govt. Road.

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

Ananda Kumar Sarkar

43

8

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

56

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 for and on behalf of the President of India
has hereunto set his hand.

Signed by the said (Mortgagor) Ananda Kumar Sarkar
(Signature of the Mortgagor)

In the presence of

1st witness : O. W. Rynjah
Address : P.O. (L.S.G.) Co. Shillong O/o the CPMG.
N.E. Circle, Shillong
Occupation : Govt. Servant
2nd witness : O. W. Rynjah
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 : O. W. Rynjah
Address : P.O. (L.S.G.) Co. Shillong O/o the CPMG.
NE Circle, Shillong
Occupation : Govt. Servant
2nd witness : O. W. Rynjah
Address : O/o the Chief P.M.G.,
N.E. Circle, Shillong-1.
Occupation : Govt. Servant.



Ananda Kumar Sarkar

10728



~~Ananda Kumar Sarkar~~
~~Mr. M. K. Sarkar~~
~~Private Secretary to Chief P.M.~~
~~Postmaster General N. B. Bird~~
~~Shillong~~
~~B. A. Sarkar~~
~~ADV~~

Registered in

80
 87 to 94
 DUPLICATE OF 7489
 2003

Current

Identified by me
 Binoyl - end
 an

Sarkar
 25/8/07
 READER

25/8/17
 MINER

- 45 -

Annexure -

'10'

58

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
7-10-03

Asst. Supt. of Post Offices (P.O.)
1/10 the Director Postal Ser. in
Agartala Division
Agartala, Tripura



7/10/03

HINTA MAHAN DEBBARMA
Pradhan
Bachim Gandhi Gram G.P.
Bachim Block, Tripura (W)

Attested,
Sali
Sohrao, 17/6/05



Softech

Upland Road, Laitumkhrah, SHILLONG-793003

Ph. 2504790

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

To, Mr. A.K. Sarban

Bill No. 78/01-02 Dated 15-12-2002

Senior P.S. To Chief Post

Order No.

Master General, N.E. Circle, Shillong 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, 200 GB SATA HDD, 1.44 MB FDD, Keyboard, 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

Rupees Seventy four thousand
five hundred only.

[Signature]
For **Softech**

Attested,
Bali,
date, 17/6/05

47-

Annexure - 12'

60

2-06-2005 11:16

0361 2529056

CENTRAL AD:TRB:GHY

001

Mr. A.K. Sarker

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.

By Advocate Mr. 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

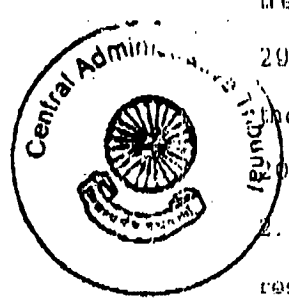
By Advocate Mr. M. U. Ahmed Addl. G.O.S.C.

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 - 3) 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.

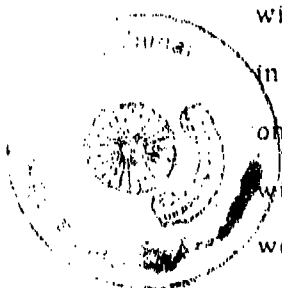
2. Mr. S. Ali, learned senior counsel for the applicant submits that as a result of the order dated 29.3.05 (Annexure 5) the applicant was getting only



attested,
Sali,
Advocate, 17/6/05

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 to the appropriate authority.

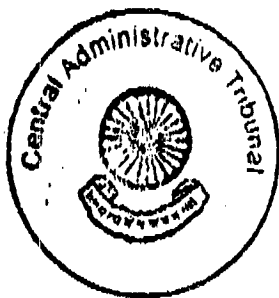
3. Under these circumstances we direct the applicant to make a proper representation with regard to the various reliefs sought for in this application before the 2nd Respondent who is the head of the department within a period of one week from today. If any such representation is made, in view of the 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.



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

प्रतिलिपि

Section Officer (J1)

C.A.T. GUWAHATI BRANCH

Guwahati-781005

2/6/05

- 50 - Annexure - '13'

63

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.

attested,
Bali
Sohroate,
17/6/05

- 51 -

64

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

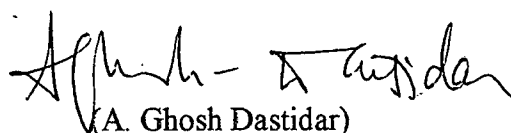
- 52 -

		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.

- 53 -

Annexure - 14

06

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,
Sd/-
Advocate, 17/6/05

Recd.
17/6/05
CHIEF POSTMASTER GENERAL
N.E. CIRCLE, SHILLONG
1 JUN 2005

-54-

67

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.

55

8

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.

- 56 -

9

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.

**57
GROUNDS FOR REMEDIES**

(i) 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. ✓ 20

(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.