

Central Administrative Tribunal  
Jabalpur Bench

OA No.386/06

Jabalpur, this the 2<sup>nd</sup> day of <sup>August</sup> July 2006.

CORAM

Hon'ble Dr.G.C.Srivastava, Vice Chairman  
Hon'ble Mr.A.K.Gaur, Judicial Member

Tarachand Gupta  
S/o late Budhulal Gupta  
Service Miller, Ticket No.17182  
Personal No.013082, Section A.B.Shop  
GCF, Jabalpur.  
R/o House No.1165  
Modiwada, Cantt.Sadar,  
Near A.P.N. School  
Jabalpur.

Applicant

(By advocate Shri S.P.Tripathi)

Versus

1. General Manager  
GCF, Jabalpur.

2. GCF Co-operative Society Ltd.  
Jabalpur through its President.

3. Kallu Ram  
Fitter  
T.No.17120, Personal No.12379  
A.B.Shop, GCF, Jabalpur.

Respondents

(By advocate Shri R.S.Siddiqui).

ORDER

By A.K.Gaur, Judicial Member

The applicant and respondent No.3 are employees of Gun Carriage Factory, Jabalpur. Both of them are members and account holders of G.C.F. Co-operative Society. The Secretary of the Co-operative Society issued a demand notice against one Kallu Ram (respondent No.3) for recovery of Rs.80,318/- for the loan taken by him. In the same notice, it is clearly specified that the applicant who is a Guarantor/Surety to the Loan Agreement will also be held

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responsible in case the respondent No.3 commits default in payment of loan and the amount in question will be recovered from the applicant.

2. The matter was heard at admission stage. It was pointed out by Shri Siddiqui, learned Senior Standing Counsel for Govt. of India that the OA is not legally maintainable and the dispute is not a service matter cognizable by this Tribunal.

3. From the pleadings of the applicant in the Original Application, it is amply clear that the dispute relates to the contractual liability and the same is not amenable to the jurisdiction of this Tribunal. It is a simple case of recovery of loan from respondent No.3 and in the event of non-payment of the loan by him, as per the provision of the Agreement, the same could be recovered from the applicant, who is a Guarantor/Surety to the loan transaction.

4. It is settled principle of law that in view of Section 128 of the Contract Act, "the liability of a Guarantor/Surety is co-extensive to that of principal debtor" and the loan amount could also be recovered from surety.

5. Apart from the aforesaid legal provision, the dispute raised in the original application does not come within the ambit of the definitions of service matters.

6. In view of the discussions made above, we are of the considered view that the Original Application is not legally maintainable and deserves to be dismissed in liminie. The OA is accordingly dismissed in liminie.

*A.K. Gaur*  
(A.K. Gaur)  
Judicial Member

*Dr. G.C. Srivastava*  
(Dr. G.C. Srivastava)  
Vice Chairman

aa.

प्रांकन सं. ओ/न्या..... जबलपुर, दि.....  
प्रांकन सं. ओ/न्या..... जबलपुर, दि.....

- (1) डॉ. विष्णु विजय नारायण एसोसिएट, जबलपुर
- (2) विजय विजय/विजय विजय, जबलपुर
- (3) विजय विजय/विजय विजय, जबलपुर
- (4) विजय विजय, विजय विजय, जबलपुर व्यापारी

सूचना एवं आवश्यक कार्यालय देश

*S.P. Tripathi* / 202  
*R.S. Srivastava* / 202

उप रजिस्ट्रार

11/11/2020

*Asstt  
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