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CENTRAL ADMINISTRATIVE TRIBUNAL, JABALPUR BENCH, JABALPUR

Original Application No.704 of 2001

Jabalpur, this the 31st day of January, 2003.

Hon'ble Mr. R.K. Upadhyaya, Member (Admnv.)

1. 506 Army Base Work Shop Prati Raksha Majdoor Sangh, through their Secretary, Shri B.L. Vishwakarma having its Registered Office at Bharatlal, Halokar, Kamalnagar, Mohaniya, Ajad Nagar Ranjhi, Jabalpur.
2. Shri Rajendra Kumar Malviya S/o Shri C.B. Malviya, aged about 42 years, Occupation-Telecom Mechanic R/o Quarter No.2600 Sector-2, VFJ Estate, Jabalpur.

-APPLICANTS

(By Advocate- Mr. Deepak Awasthy)

Versus

1. Union of India through the Secretary, Ministry of Defence, New Delhi.
2. Director General of E.M.E. EME Directorate, Army Head Quarter, DHQ, New Delhi.
3. Commandant, 506 Army Base Workshop, Jabalpur.

-RESPONDENTS

(By Advocate- Mr. S.A. Dharmadhikari)

O R D E R (Oral)

This application has been filed claiming the following reliefs:-

- "(i) A order/direction be issued quashing the Annexure A/1 dated 15.5.2001.
- (ii) Record relating to the payment of instalment may be called.
- (iii) An enquiry be directed so that responsibility be fixed for the above mentioned negligence.
- (iv) Any other relief which this Hon'ble Tribunal may think fit and proper be also given to the applicant/Union including cost of the petition."

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2. The letter dated 15.5.2001 filed as Annexure A/1 is issued by the Accounts Officer informing some of the applicants that certain amounts stated to be recoverable from the borrower under the Scoom Scheme are still outstanding and payable to State Bank of India, Marhatal. Therefore, recovery @ Rs.500/- per month will be made from the employees concerned.

3. It is stated that the applicant No.1 is Union of employees employed with respondent No.3, who had taken loan from State Bank of India (SBI for short), Marhatal for purchase of vehicles under scoom scheme. It is stated by the learned counsel for the applicants that the vehicle loan passed in favour of the employees was to be returned back in 60 instalments from May 1995 to April, 2000. However, the impugned order for further recovery @ Rs.500/- per month has been issued in May, 2001 without informing the applicants as to what reasons for which the recovery is being made and the applicants cannot suffer for the negligence of the respondent No.3 in sending timely payment to the Lending Bank.

4. The respondents have filed their reply, in which it is stated that the employees had taken loan for purchase of vehicles from the Bank as per Annexure A/2 of the hypothecation agreement. The employees given their authority letter to the employers for deduction of the money payable to the Bank. According to the learned counsel for the respondents, the employers had no role so far the amount of money payable to the Bank is concerned. According to the learned counsel for the respondents this does not constitute service matter in

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as much as any dispute between Bank and employees is beyond the jurisdiction of this Tribunal.

5. After hearing the learned counsel of both the parties and after perusal of the material made available on record, it is desirable that the dispute by the employees is settled with Lending Bank, as can be seen from Annexure R/1, out of 291 accounts only 100 accounts ~~subject~~ are in dispute, In addition there are 70 accounts where payment of premium of insurance is disputed. It appears that major part of the loan has been settled, but there are certain minor accounts still to be settled. The applicant should approach the Bank for finding out as to the amounts still payable by each of the borrower. If, there is still any dispute that cannot ^{be} subject matter for adjudication by this Tribunal. The allegations of the learned counsel of the applicants that any amount now held payable is because of delaying in transferring the deduction from the salary of the employee to the Bank is uncorroborated. This can be found out from the Bank only as to what is due date and when the amount was actually transferred to the Bank by the respondent No.3. Again for this purpose any dispute will not subject matter of jurisdiction of this Tribunal. In view of these facts, this Tribunal cannot entertain the controversy raised by the applicants at this stage. As a matter of fact, the entire controversy does not relate to any service matter arising out of the dispute between employers and employees on account of condition of service. Therefore, the same is not within the jurisdiction of this Tribunal. In this view of the matter, this application is dismissed without any order as to

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costs. It may be clarified that interim order of stay of recovery dated 21.12.2001 will automatically be vacated, but the respondent No.3 will take a fresh decision in respect of any order of recovery in view of the observations made in the preceding paragraph

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(R.K.Upadhyaya)
Member (Admnv.)

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पृष्ठांकन सं ओ/न्या.....जबलपुर. दि.....

प्रतिलिपि अन्वेषित:—

- (1) राजिन, उच्च वकालतीय वर उपसिध्दिकार, जबलपुर
- (2) अधिकारी, वकालतीय वर उपसिध्दिकार ए. पॉलेस्ट्री अद्वि
- (3) इकारी, वकालतीय वर उपसिध्दिकार स. ए. शामाधिकार अद्वि
- (4) वकालतीय वर उपसिध्दिकार, जबलपुर न्यायपीठ
सूचना एवं आवश्यक कार्यवाही देतु

Upadhyaya
उपसिध्दिकार
5/2/03

Issued
On 5/2/03