

**Central Administrative Tribunal
Principal Bench, New Delhi**

O.A.No.4370/2015
M.A.No.09/2016

Friday, this the 21st day of October 2016

Hon'ble Mr. K.N. Shrivastava, Member (A)

Suresh Kumar Azad
Aged 62 years
s/o Mr. Chatru Singh
G.M./ N. Railway Baroda House
New Delhi
Group A
B-605, Rail Vihar Alpha-I
Greater Noida (UP)

(Applicant in person)

..Applicant

Versus

Union of India through

1. G.M. N. Railway
Hd Qrs. Office
Baroda House, New Delhi

2. FA&CAO/C/USBRL
Office of the FA&CAO/C/USBRL
Jammu Tawi (J&K)

(Mr. Shailendra Tiwary, Advocate)

..Respondents

O R D E R (ORAL)

The applicant retired from the respondent-Department on 31.05.2013 when he was holding the post of Deputy FA&CAO/USBRL Project, Jammu. His case is that while he was in the substantive charge of the post of Deputy FA&CAO/USBRL Project, he was also placed in the additional charge of Deputy FA&CAO /Headquarters between March 2011 to September 2012. His claim is that he is entitled for the dual charge allowance (DCA) at the prescribed rate per month; however, the DCA payable, is restricted to only

six months. In his case, the DCA for six months would come to `37,082/-. His grievance is that this amount was paid by the Department to him on the basis of the recommendation made by FA&CAO/Con/USBRL, Jammu Tawi vide order dated 04.01.2012 but later illegally recovered from him.

2. The second grievance of the applicant is that he was entitled for a laptop at a cost not exceeding `55,000/-. He purchased a laptop costing `56,000/-; however, the department limited the reimbursement to `50,000/- as per his entitlement. At the time of his retirement, the laptop ought to have been given to him at one fourth of the purchase price, in terms of the Railway Board's O.M. dated 30.03.2011 (page 79 of the paper book). He further submits that instead of giving him the benefits of the Railway Board's O.M. dated 30.03.2011, the respondents recovered a sum of `50,000/- from his salary towards the cost of the laptop. Further, just a month before his retirement, i.e., on 30.04.2013, another laptop was purchased for him by the department, which was allowed to be retained by him on retirement, by deducting a sum of `46,956/- from his retiral benefits. His contention is that the benefits of O.M. dated 30.03.2011 have not been extended to him by the department in the matter of retention of his first laptop.

3. The respondents, in their reply, have, however, controverted the averments of the applicant and have stated that grant of DCA requires approval of the Zonal General Manager and no such approval has been accorded by the Zonal General Manager in case of the applicant. It is also stated that the Annexure R-1 is just a recommendatory note from the FA&CAO/USBRL for the grant of DCA to the applicant, but it does not

contain the approval of the Zonal General Manager. Under these circumstances, the respondents were fully justified in recovering the DCA illegally paid to the applicant.

4. As regards the laptop, the respondents have stated in their reply that there is procedure prescribed for providing laptops to the officers in place of desktop, according to which, the laptops are required to be purchased through Chief of Stores and then supplied to the officers concerned. In the instant case, the applicant has purchased the laptop directly by himself and hence reimbursement could not have been allowed to him.

5. The applicant controverted the arguments of learned counsel for respondents and submitted that as per Annexure A-3 (colly.) letter dated 24.01.2012, officers have been permitted to purchase laptops on their own and then claim reimbursement. As such no fault can be attributed to the applicant in purchasing the laptop directly. To this argument, learned counsel for respondents submits that the laptop was purchased by the applicant prior to the issuance of the said letter dated 24.01.2012, and as such benefit of this letter/O.M. cannot be extended to him.

6. I have considered the arguments put forth by the parties and have also perused the records.

7. First I would like to deal with the issues relating to the purchase of laptops. Admittedly, the applicant purchased the first laptop on 15.06.2011, for which he was given reimbursement of `55,000/-. He has been denied the benefits of the Railway Board circular dated 30.03.2011, according to which, the said laptop should have been given to him at its depreciated

value, i.e., 25% of the cost. Although at the time when the laptop was purchased by the applicant, the extant circular of the Railway Board did not allow the officers to purchase laptops directly, however, the said restriction was later relaxed and as per Annexure A-3 (colly.) letter dated 24.01.2012 officers have been permitted by the department to purchase laptops directly and claim reimbursement thereafter.

Under these circumstances, taking a broader view of the matter, I am of the view that the applicant deserves to be granted the benefit of Railway Board's circular dated 30.03.2011 whereby the laptop could have been allowed to be retained by the applicant by paying just 25% of its cost, i.e., `13,750/-.

8. As regards the second laptop, which was purchased by the Department on 30.04.2013, he has been allowed to retain it by deducting its depreciated value of `46,956/- from his retiral dues. As such there is no controversy involved in it.

9. Now I come to the DCA. As per the extant instructions of Railway Board, the officers are entitled for DCA up to maximum period of six months. The applicant claims that he was having dual charge of the post of Deputy FA&CA / Headquarters from March 2011 to September 2012. He has, however, failed to produce any order of the competent authority placing him in the additional charge. He has only referred to Annexure R-1, which is a note generated by himself as Deputy FA&CAO claiming therein DCA for himself, which was duly recommended by the FA&CAO/USBRL, Jammu and purported to have been sent to the General Manager. The said note does not contain the approval of the General Manager. The learned

counsel for respondents has vehemently argued that no such approval was ever accorded by the General Manager. In the absence of any concrete documents to substantiate that the applicant was in fact placed in the additional charge with the approval of the competent authority, I have no option except to agree with the contention of learned counsel for respondents. As such, the claim of the applicant for DCA cannot be considered.

10. In the conspectus of discussions in the foregoing paragraphs, I dispose of the O.A. in the following manner:-

- i) Respondents are directed to refund to the applicant an amount of `36,250/- being the difference of the amount recovered (`50,000/- from the applicant and the amount at which the laptop should have been allowed to be retained by the applicant (`13,750/-). This shall be done within a period of three months from the date of receipt of a copy of this order.
- ii) The recovery of an amount of `37,082/- from the applicant towards the DCA wrongly paid, was absolutely in order and the applicant is not entitled to any relief on this account.

11. In view of the order in the O.A., M.A. No.09/2016 also stands disposed of.

No order as to costs.

(K.N. Shrivastava)
Member (A)

October 21, 2016
/sunil/