

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

O.A. No.4161/2014

Friday, this the 28th day of September, 2018

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

S K Sharma, aged 67 years
s/o late Sh. Ram Singh Sharma
retired from the post of Manager Civil
from the office of Rail Vikas Nigam Limited
New Delhi
r/o House No.28/61, Kanghi Gali
Gokulpur, Agar (UP)

..Applicant

(Mr. Yogesh Sharma, Advocate)

Versus

1. Rail Vikas Nigam Limited through
The Director Personal (DP)
Ist Floor, August Kranti Bhawan
Bhikaji Cama Palace
R K Puram, New Delhi
2. The Jt. General Manager/HR
Rail Vikas Nigam Limited
Ist Floor, August Kranti Bhawan
Bhikaji Cama Palace
R K Puram, New Delhi
3. The Director Finance (DF)
Rail Vikas Nigam Limited
Ist Floor, August Kranti Bhawan
Bhikaji Cama Palace
R K Puram, New Delhi

..Respondents

(Nemo)

O R D E R (ORAL)

The applicant retired from the post of Assistant Engineer (Civil) on 31.07.2007 from the Railway Department. Prior to his retirement, he was on deputation to Rail Vikas Nigam Limited (RVNL) from 09.03.2007 to

31.07.2007. RVNL is a Government of India Enterprise under the administrative control of Ministry of Railways. The applicant was reemployed in RVNL as Manager (Civil). He worked in that capacity from 01.02.2008 to 31.07.2013 at Mathura office of RVNL. The competent authority in RVNL, vide order dated 26.04.2013 (p.10), conveyed the *ex post facto* approval sanctioning him the provision of third party lease facility as detailed below:-

“Period of lease & lease amount:

1-2-2008 (one month)	Rs.5600/- p.m.
1-3-2008 – 31.1.2009 (11 months)	Rs.6325/- p.m.
1-2-2009 – 31-7-2010 (18 months)	Rs.8223/- p.m.
1-8-2010 – 31-10-2011 (15 months)	Rs.8750/- p.m.
1.11.2011 – 15-7-2012 (8-1/2 months)	Rs.12,250/- p.m.
15-7-2012 – 31-5-2013 (10-1/2 months)	Rs.14,000 p.m.

2. The grievance of the applicant is that the order dated 26.04.2013 sanctioning him the leased accommodation facility has not been implemented and he has not been reimbursed the expenditure incurred by him on the leased accommodation.

3. Apparently, the RVNL revised its leased residential accommodation policy. Vide order dated 01.01.2010 (Annexure C-1 (colly.)), a new policy was pronounced. This order, *inter alia*, states as under:-

“(4) The facility of lease will not be allowed to re-employed officials. However, the facility of lease may be considered to those re-employed officials, who are posted in the field away from their home town or place of settlement.”

4. The RVNL, vide Annexure A-1 order dated 27.08.2014, has informed the applicant as under:-

“3. The policy regarding the re-engagement/re-employment of retired officials were reviewed by RVNL and new revised policy was issued on 01.01.2010. According to this policy, a retired employee who did not possess residential accommodation at the place of posting/place of settlement, could only be provided lease facilities on re-employment. Since, you possessed residential accommodation at the place of settlement, you were not entitled to the facilities of lease as per the revised scheme of RVNL. Hence, the 3rd party lease agreement submitted by you in May’2011 could also not be executed.”

5. Mr. Yogesh Sharma, learned counsel for applicant has put-forth two arguments in regard to entitlement of the applicant for the leased accommodation facility:

a) The new policy has come into effect from 01.01.2010 whereas the applicant was engaged by the RVNL on reemployment basis way-back on 24.01.2008 itself; and as such, this policy shall not apply to him;

b) The applicant has his own residential facility at Agra, whereas he was working at RVNL, Mathura and, therefore, he was entitled for the leased accommodation facility.

6. Mr. Yogesh Sharma, learned counsel for applicant submits that the applicant is at present pressing for relief 8 (i) only, which is reproduced below:-

“(i) That the Hon’ble Tribunal may graciously be pleased to pass an order of quashing the impugned order dt. 27.8.14 (Annex.A/1) declaring to the effect that the same is illegal, arbitrary, discriminatory and against the principle of natural justice and consequently, pass an order directing the respondents to grant the lease facility to the applicant w.e.f. 9.3.2007 as per the orders dated 26.4.2013 (colly) (Annex.A/2) with all consequential benefits with arrears and interest.”

7. The respondents, in their additional affidavit, on the issue of entitlement of the applicant for leased accommodation, have averred as under:-

“(e) Accordingly, as per the extant policy in RVNL, Shri Sharma was entitled for leased accommodation only from 01.02.2008 to 31.12.2009. Since he was staying in a house that was owned by his mother, he was not entitled for self-lease accommodation facility. He was repeatedly asked to submit papers to execute third party lease in favour of his mother, but he failed to do so. During this period i.e. 01.02.2008 to 31.12.2009, the applicant i.e. Shri S.K. Sharma was not entitled to any HRA.”

8. Arguments of Mr. Yogesh Sharma, learned counsel for applicant heard today. Nobody appeared for the respondents. Accordingly, the matter is taken up in terms of Rule 16 of CAT (Procedure) Rules, 1987.

9. I have gone through the pleadings of both the parties and have also considered the arguments of learned counsel for applicant.

10. It is not in dispute that the applicant did not have any residential facility of his own at Mathura; the place where he was posted by RVNL on his reengagement. The new policy regarding leased accommodation has come into effect from 01.01.2010, whereas the applicant had been reengaged w.e.f. 24.01.2008. It is settled law that a new order cannot reduce the service benefits of employees, who were in service prior to such order. Hence, I am of the view that the applicant is entitled to the leased accommodation facility as it existed at the time of his joining the RVNL on reemployment on 24.01.2008.

11. In the conspectus, ***I allow relief 8 (i) of O.A. and direct the respondents to pay to the applicant towards leased***

accommodation facility strictly in terms of the order dated 26.04.2013. This shall be done within a period of three months from the date of receipt of a copy of this order. The applicant shall have liberty to take recourse to appropriate remedy, as available to him under law, in case any residual issue in respect of his reengagement by RVNL.

12. The O.A. stands disposed of accordingly. No costs.

(K.N. Shrivastava)
Member (A)

September 28, 2018
/sunil/