

**Central Administrative Tribunal
Principal Bench**

OA No.1657/2013

New Delhi, this the 3rd day of October, 2018

**Hon'ble Mr. Justice L. Narasimha Reddy, Chairman
Hon'ble Ms. Aradhana Johri, Member (A)**

Sh. Subhash Dhuliya
Age 60 years
S/o Late Shri Y.P. Dhuliya
R/o A-57, Golf View Apartments
Saket, New Delhi-110017.

..Applicant

(By Advocate: Shri Amit Anand)

Versus

1. The Registrar
IIMC, Aruna Asaf Ali Marg
New Delhi-110067.
2. Secretary
Ministry of Information and Broadcasting
Government of India
Aruna Asaf Ali Marg
New Delhi-110067. ..Respondents

(By Advocates: Shri Amit Singh for Res. No.1 and Shri J.P. Tiwari for Res. No.2)

ORDER (ORAL)

Justice L. Narasimha Reddy:-

The applicant joined the Indian Institute of Mass Communication (IIMC) in the year 1983 as Reader which has since been re-designated as Associate

Professor. When he was holding that post, the organization had appointed him as Professor on contract basis on a consolidated salary of Rs.38,100/-

2. In the meanwhile, the applicant was selected and appointed as Professor in the Indira Gandhi National Open University (for short, University). He retired in that organization, on attaining the age of superannuation.

3. In the context of fixation of retirement benefits of the applicant, the Last Pay Certificate(LPC) to be issued by the previous employer, i.e. IIMC, became relevant. Since the applicant was holding the post of Professor on contractual basis when he left for the University, a Certificate reflecting the emoluments for that post was given. However, the revision of pay scales in the light of the 6th Central Pay Commission appears to have become beneficial, to the applicant compared to the consolidated salary for the post of Professor. On a request made by him, the University addressed a letter to the respondent IIMC. In reply thereto, the respondent issued order dated 11.11.2009 indicating the scale of pay which the applicant would have been entitled for the post of Associate Professor had he continued.

4. The applicant made a representation to the respondent regarding a) issuance of LPC; b) deduction of a sum of Rs.1,08,243/- towards balance of House Building Loan; and c) recovery of a sum of Rs.50,000. Dealing with all those claims, the respondents passed order dated 23.05.2012. It was mentioned that the LPC for the applicant can be given only for the post of Professor on contractual basis, since he held that post when he left for the University and the amount of Rs.1,08,243/- was deducted since there was an unpaid balance in respect of House Building Loan. It was also mentioned that a sum of Rs.50,000/-was deducted since the applicant did not file the proof of purchase of the books for which the money was advanced.

5. This OA was filed challenging the communication dated 23.05.2012. The applicant contends that once the substantive post held by him in the respondent organization, when he left for the University, was Associate Professor, an LPC reflecting that scale ought to have been issued. As regards the un-paid balance of House Building Loan, the applicant contends that it is a matter between him and the bank and there was no basis for the respondent for deducting that amount. It is

also pleaded that though sufficient proof was provided as regards purchase of books, the amount of Rs.50,000/- was withheld from his retirement benefits.

6. The respondents filed a detailed counter affidavit. It is stated that despite objection being raised from the Ministry of Finance, the then head of the IIMC appointed the applicant on contractual basis as Professor and since he held that post by the time he left for the University, LPC was issued accordingly. It is also stated that he had taken the loan from the branch of Central Bank at IIMC duly indicating that the respondents can deduct the installments from the salary of the applicant, if not paid and accordingly the balance amount was deducted from the retirement benefits of the applicant.

7. As regards the amount of Rs.50,000/-, it is stated that the said amount was advanced to the applicant for purchase of books and in spite of repeated reminders, no proof of purchase of books was provided.

8. We heard Shri Amit Anand, learned counsel for the applicant, Shri Amit Singh and Shri J.P. Tiwari, learned counsel for the respondents, in detail.

9. Three issues arise for consideration and all of them were dealt with in detail in the impugned order. The first is about the Last Pay Certificate. The applicant was an employee of the respondent organization since 1983. Somewhere in the year 2006, he was selected as a Professor in the University and he accordingly left the IIMC. Initially, he held lien for the post of Associate Professor in the respondent organization and thereafter was permanently absorbed in the University. The previous employer of the applicant i.e. the IIMC was required to issue LPC so that his emoluments can be fixed by the new employer.

10. It is not in dispute that the applicant was holding the post of Professor on contract basis by the time he was selected as Professor by the University. A reading of the impugned order discloses that though serious objection was taken for the appointment of the applicant, as a Professor on contract basis, that too in the same organization, he continued to hold that post by drawing excessive emoluments. It is also mentioned that the applicant was liable to refund the amount which he had drawn unauthorisedly by holding a post illegally.

11. Whatever be the legality or otherwise of the appointment of the applicant as Professor on contract basis in IIMC, the fact remains that he was holding the post of Professor by the time he left for University and there is no way that any other LPC can be given to him. It is a different matter that the effect of 6th CPC on the pay scale for the post of Associate Professor was furnished by the IIMC to the University and it is for the latter to decide how best to apply that to the case of the applicant in the context of deciding his retirement benefits. Therefore, no exception can be taken to the reply given by the respondents in this regard.

12. The second aspect is about the recovery of a sum of Rs.1,08,243/- . Though the applicant seriously disputes that any balance is to be paid by him towards the housing loan, we do not intend to deal with that question in detail, since neither the bank is a party nor the relevant particulars are placed before us.

13. As to the third aspect, namely, the deduction of Rs.50,000/-, it is represented that during the pendency of the OA, the applicant had furnished a proof, and the said issue has been settled.

14. We, therefore, dispose of the OA refusing to interfere with the impugned order but with an observation that in case the applicant places the communication dated 11.11.2009, issued by the IIMC, before the IGNOU, the same shall be taken into account in the context of fixation of his retirement benefits.

15. There shall be no order as to costs.

(Aradhana Johri) (Justice L. Narasimha Reddy)
Member(A) Chairman

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