

**Central Administrative Tribunal
Principal Bench**

OA No.2046/2017

New Delhi, this the 20th day of August, 2018

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

Dr. S. K. Narula
S/o Late Jagdish Narula
Aged about 62 years,
Group-A,
R/o D-2/368, Pandara Road,
New Delhi.

.... Applicant.

(By Advocate : Shri Shashwat Singh and Shri Amit Anand
Tiwari)

Versus

Union of India
Through Additional Director
CGHS (Headquarters)
Accommodation, R. K. Puram,
New Delhi.

..... Respondent.

(By Advocate : Dr. Ch. Shamsuddin Khan)

: O R D E R (ORAL) :

Justice L. Narasimha Reddy, Chairman :

The applicant retired from Central Government Health Service as Additional Director on 31.07.2015. Thereafter, he was appointed by the Administration on contractual basis, initially for a period of one year, and it renewed subsequently. The applicant was allotted a government accommodation while in service. He continued

to remain in the same, even when he was appointed on contractual basis. The respondents issued orders dated 02.01.2017 and 12.05.2017 requiring him to vacate the premises, and to pay the rent which is recoverable from him under the relevant regulations. This OA is filed challenging the aforesaid two vacation notices issued to the applicant.

2. The applicant places reliance upon an official memorandum dated 08.12.2016, and submits that the same permits the retired employees who are appointed on contractual basis, to continue in government accommodation.

3. The respondents filed a counter affidavit opposing the OA. It is stated that the facility to remain in government accommodation even after retirement is available only to the employees whose services are extended, but not for those who retired from service and are appointed on contract basis.

4. We heard Shri Shashwat Singh and Shri Amit Anand Tiwari, learned counsel for the applicant and Dr. Ch. Shamsuddin Khan, learned counsel for the respondents.

5. It is not in dispute that the applicant retired from service, and it was thereafter that he was appointed on contractual basis. The office memorandum dated

15.09.2014, provided for “the officers re-employed or allowed by the Government of India to continue in the same post after superannuation for a extended period or for a fixed tenure (on contract or on other terms and conditions), may be permitted to continue in the residential accommodation occupied by them till the end of tenure and would further be eligible for retention as per provision of SR 317-B-11 on completion of tenure.” However, neither that memo, nor the office memorandum dated 08.12.2016, enable an officer who is appointed on contractual basis, after retirement to retain the government accommodation. The applicant does not fit into any of the clauses contained in the office memorandum dated 08.12.2016. The conditions subject to which the services of applicant are being availed are totally different from those which are applicable to the regular service. It is not even pleaded that the applicant is holding the same position, which held at the time of his retirement.

6. We do not find any merit in the OA and the same is accordingly dismissed. However, the applicant is granted 45 days time from today to vacate the government accommodation. It is made clear that this order cannot be construed as waiving any amount which the applicant is liable to pay, for occupying the government

accommodation as per the relevant provisions of law.

There shall be no order as to costs.

(Aradhana Johri)
Member (A)

(Justice L. Narasimha Reddy)
Chairman

/pj/