

**CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH**

Original Application No. 040/00297/2017

Date of Order: This, the 17th day of January 2019

THE HON'BLE SMT. MANJULA DAS, JUDICIAL MEMBER

THE HON'BLE MR. NEKKHOMANG NEHSIAL, ADMINISTRATIVE MEMBER

Smti Sewali Das
W/O Late Monoj Das
Resident of Azara Kalitapara
P.O. Azara, District Kamrup(R), Assam.

...Applicant

By Advocates: Mr. J. Laskar, Mr. A.H.M.R. Choudhury &
Mr. F.Z. Mazumdar

-Versus-

1. The Central Silk Board
Represented by the Member Secretary
Central Silk Board, Ministry of Textiles, Govt.
of India, CSB Complex, BTM Layout
Madiwala, Bangalore, 560068.
2. The Director
Central Silk Technology Research
Institute, Central Silk Board, Bangalore.
Pin – 560068.
3. The Joint Secretary (Tech)
Central Silk Board, Regional Office
Banphool Nagar Path, Basista Road
P.O. Dispur, Guwahati – 6.
4. The Deputy Secretary (Tech)
Central Silk Board, Regional Office
Banphool Nagar Path, Basista Road
P.O. Dispur, Guwahati – 6.

... Respondents

By Advocate: Mr. B. Pathak for Silk Board

ORDER (ORAL)**MANJULA DAS, MEMBER (J):**

By this O.A., applicant makes a prayer to set aside the impugned communication dated 10.01.2014 and for a direction upon the respondent authorities to release the family pension in favour of the applicant from the date of the death of husband i.e. 01.08.2009.

2. Mr. J. Laskar, learned counsel appearing on behalf of the applicant submitted that applicant's husband Monoj Das was initially appointed as Senior Field Assistant under Central Silk Board and posted at Regional Development Office, Guwahati on 24.07.1994. Thereafter, applicant's husband applied before the competent authority praying to grant lien under Central Silk Board for two years to enable him to join as Junior Assistant (Office) under Airport Authority of India, N.E. Region. Accordingly, applicant's husband was allowed to retain lien under Central Silk Board subject to submission of an undertaking on some conditions. In pursuance of the communication dated 28.08.2008, applicant's husband gave an undertaking to follow the conditions imposed in the said communication on 29.08.2008. Thereafter, on 31.08.2008, applicant's husband joined his new post as Junior Assistant (Officer) under Airport Authority of India. However, applicant's husband expired on

01.08.2009 due to a motor accident during his lien period. Applicant submitted application before the Central Silk Board for retirement benefits of her husband on 28.08.2009. The applicant also submitted application in a prescribed format for family pension on 11.12.2009 before the respondent No. 3.

3. Learned counsel for the applicant further submitted that the application for family pension was not considered by the Central Silk Board on the ground that the applicant's husband resigned from Board's service and joined as Junior Assistant under Airport Authority of India and settlement of family pension lies with Airport Authority of India. According to the learned counsel, the Airport Authority of India declined to accept the liabilities to pay pension to applicant as her husband joined as Junior Assistant under Airport Authority of India with grant of lien in his parent department i.e. Central Silk Board. Since her husband was not absorbed permanently under Airport Authority of India, his GPF, GSLIS subscription, Leave Salary contribution, pension contribution were deposited to Central Silk Board during lien period as per conditions contained in the communication dated 28.08.2008 which was accepted by the respondent No. 3 vide communication dated 20.01.2010.

4. The learned counsel for the applicant submitted that despite the fact that the applicant's husband was on lien, the

respondent No. 3 vide his communication dated 02.03.2010, requested the Airport Authority of India to settle the family pension payable to the applicant. In the said communication, it was mentioned that the husband of the applicant has resigned from Board service which according to the learned counsel is completely false and without any basis as communication dated 28.08.2008 and undertaking dated 29.08.2008 clearly reflects that the applicant's husband was granted lien for joining service under Airport Authority of India for a period of 2 years.

5. On 24.06.2010, the Airport Authority of India sought a clarification from Central Silk Board regarding resignation of applicant's husband from the Central Silk Board and also asked to furnish a copy of resignation letter and acceptance of his resignation. On 03.02.2012, the Airport Authority of India settled the terminal benefits payable to the applicant. According to the learned counsel for the applicant, after several communications, the Silk Board started to process the settlement of family pension of applicant and the respondent No. 3 vide letter dated 18.07.2012 intimated the applicant that action in respect of settlement of her family pension would be taken after receipt of the clarification from Central Office, Benglore. However, as the respondent authority has not taken any action for granting pensionary benefits, she filed an application on 24.09.2013 before the respondent No. 1 for settlement

of her family pension and the same was forwarded on 25.11.2013 by the respondent No. 4. Thereafter, on 10.01.2014, the impugned communication was issued whereby it was informed that the applicant is eligible for pro-rata retirement benefits and she is not entitled to get pensionary benefits as per rules.

6. Learned counsel strenuously argued that the respondent authorities without following the provisions of Central Silk Board Rules, 1955, have denied the family pension in favour of the applicant. Being aggrieved with the aforesaid communication dated 10.01.2014, the applicant filed a writ petition being WP(C) No. 1975/2014 before the Hon'ble Gauhati High Court. But the same was dismissed as withdrawn vide order dated 27.07.2017 with liberty to submit her grievances before the appropriate Central Administrative Tribunal. Hence the applicant has filed the instant O.A. for redressal of her grievances.

7. Mr. B. Pathak, learned counsel appearing on behalf of the respondents controverted the submissions advanced by the learned counsel for the applicant and submitted that applicant's husband late Manoj Das joined CSB as Field Assistant w.e.f. 29.07.1994 at MSDP, Guwahati, in one of the units of the CSB. After upgradation as Senior Field Assistant w.e.f. 01.06.2005, he had applied for the post of Junior Assistant (Office) in the Airport Authority of India. Consequent

to his selection, he requested for permission to retain line for a period of two years under CSB and to relieve him on 31.08.2008 to enable him to join his new service with the Airport Authority of India which was accepted vide letter dated 28.08.2008 and accordingly he was granted permission to take up the appointment under the AAI by retaining lien under CSB for a period of two years subject to furnishing of an undertaking to the effect that:-

- (a) he shall either revert to CSB within the said period or else resign from the post held by him under CSB.
- (b) he shall remit Leave Salary and Pension Contribution (LS & PC) regularly to CSB.
- (c) he shall also remit all statutory deductions like GPF, GSLIS etc., and also other recoveries, if any, outstanding against him.

According to Mr. Pathak, pursuant to the above communication, Late Manoj Das gave an undertaking to follow the aforesaid conditions vide his letter dated 29.08.2008 after which he was relieved from the services of the Board subject to conditions w.e.f. 30.08.2008 and he joined the AAI on 01.09.2008. One of the terms and conditions of his appointment at AAI stipulates that he will be governed by the employees Contributory Provident Fund (CPF) Scheme. After joining the AAI, the deceased Late Manoj Das remitted his regular subscriptions to Leave Salary & Pension Contribution, GPF, Group Saving Live Insurance Scheme to the CSB.

8. Mr. Pathak submitted that Airport Authority of India had informed Late Manoj Das vide letter dated 06.05.2009 that in absence of any specific reference in the AAI regulation for grant of lien to employees appointed on direct recruitment and since it was not binding on the part of the AAI to accept the lien, the request of husband of applicant Late Manoj Das for permitting him to have lien was not considered. In view of this, the CSB vide its letter dated 31.03.2009 informed late Manoj Das that in case the AAI is not accepting the appointment against the lien granted by it, the CSB offered him an option to either to continue in AAI in which case he was asked to submit his resignation for the post held under CSB or to report for duty at CSB. However, late Manoj Das did not respond to the said letter dated 31.03.2009 and as such, his lien was treated as cancelled with effect from the date he was relieved from the services of the CSB i.e. 31.08.2008. However, he continued in AAI and while working at AAI, he expired on 01.08.2009 in a road accident and the applicant being the wife of the deceased submitted her pension papers for the grant of death benefits of her husband and also family pension. According to Mr. Pathak, though he was permitted to retain the lien in CSB for a period of two years but before the lien period was over, the husband of the applicant expired on 01.08.2009.

9. Mr. Pathak further submitted that based on the service particulars of Late Manoj Das, pension papers submitted by the applicant was examined. In the meantime, the AAI settled the terminal benefits in respect of Late Manoj Das. The same was communicated to the CSB by the AAI vide Communication dated 20.03.2012. By the said Communication, it was observed that AAI is yet to pay the CPF benefits to the applicant inasmuch Late Manoj Das was under coverage of CPF benefits which is in lieu of pension in AAI. In view of the same, there is no provision under the rules to pay family pension to the applicant and if allowed the same, it would amount to payment of dual pension and the same does not find mention in any provisions of the CCS (Pension) Rules, 1972. Since, the deceased husband of the applicant had rendered 14 years of service under the CSB, the CSB vide Communication dated 05.03.2014 addressed to the applicant sanctioned and paid the following admissible benefits:-

a)	GPF	- Rs. 77,350.00
b)	GSLIS	- Rs. 38,014.00
c)	Retirement gratuity for the 14 years service (w.e.f. 29.7.1994 to 30.8.2008)	- Rs. 90,783.00
d)	Lumpsum amount to prorata retirement benefits.	- Rs. 6,12,843.00
e)	Refund of LS & PC	- Rs. 44,130.00
f)	Leave encashment	- Rs. 78,029.00
	Total	- Rs. 8,25,785.00

Hence, nothing remains to be paid to the applicant and she is not entitled to any family pension as claimed by her.

10. Mr. Pathak contended that the husband of the applicant died in a road accident on 01.08.2009 and cause of action arose on 10.01.2014. Hence the instant application is barred by law of limitation as provided under Sections 20 and 21 read with 21(3) of the Administrative Tribunals Act, 1985. Therefore, the application is not maintainable and is liable to be dismissed.

11. We have heard the rival parties. Perused the pleadings and all the materials placed before us. The solitary issue raised by the learned counsel for the applicant is for granting family pension in favour of the applicant from the date of death of husband w.e.f. 01.08.2009. However, from the perusal of the documents as well as written statement, it is clear that as per request, the applicant was granted permission to take up the appointment under the Airport Authority of India by retaining lien under CSB for period of two years. He was advised to furnish undertaking for some conditions which he was accepted and accordingly he was relieved from the service of Central Silk Board w.e.f. 30.08.2008 and accordingly, he joined the Airport Authority of India on 01.09.2008 and he was governed by the employees Contributory Provident Fund Scheme. After joining the AAI, the deceased Late Manoj Das remitted his regular subscription to Leave Salary & Pension Contribution, GPF, Group Saving Life Insurance Scheme to the CSB. Though he was permitted to retain the lien in CSB

for a period of two years but before the lien period was over, the husband of the applicant expired on 01.08.2009. Since the deceased husband of the applicant had rendered 14 years of service under CSB the CSB vide Communication No. CSB/RDO/1(2)/PF-MD/Estt./ dated 05.03.2014 sanctioned and paid Rs. 8,25,785.00 to the applicant towards GPF, GSLIS, Retirement gratuity for 14 years w.e.f. 29.07.1994 to 30.08.2008, Lumpsum amount to prorata, Refund of LS&PC and Leave encashment.

12. As the deceased husband of the applicant joined the Airport Authority of India on 01.09.2008 and governed by the employees Contributory Provident Fund Scheme, hence release of family pension in favour of the applicant from the date of the death of the husband i.e. 01.08.2009 by setting aside the impugned Communication dated 10.01.2014 is not found sustainable. Hence the O.A. is devoid of merit.

9. Accordingly, O.A. stands dismissed. No order as to costs.

(NEKKHOMANG NEIHSIAL)
MEMBER (A)

(MANJULA DAS)
MEMBER (J)