(2019) 02 CAT CK 0070

In the Central Administrative Tribunal

Case No : Original Application No. 3172 Of 2018

Dr. Satya Priya Barua APPELLANT

Vs

Principal Secretary RESPONDENT

Date of Decision : 07-02-2019

Acts Referred:

Citation : (2019) 02 CAT CK 0070

Hon'ble Judges : Pradeep Kumar, J

Bench : Single Bench

Advocate : Dr. Kanwal Sapra, Amit Anand

Final Decision : Disposed Off

Judgement

1.0 The applicant is a Doctor, who had joined the Central Health Services (CHS) in the year 1983. He was posted in Deen Dayal Upadhyay Hospital in the year 2003. While being posted at hospital, he had availed LTC to Port Blair during the period 24.11.2012 to 30.11.2012 and, thereafter, he had superannuated from service on 31.12.2012, on attaining the age of superannuation.

2.0 The Air India tickets for this LTC journey were purchased from an authorized agent and it costed Rs.64,371/- each for self and wife and, accordingly, an amount of Rs.1,28,742/- was actually spent by him on this count. He had taken advance for these LTC tickets. He had also taken 10 days leave encashment while availing this LTC.

3.0 The applicant pleads that the respondents, vide their order dated 06.12.2017, have now advised that the LTC fare from Delhi to Port Blair and back to Delhi, as ascertained from Air India office, is Rs.54,071/-only, inclusive of taxes, per person, whereas the applicant submitted air tickets amounting to Rs.64,371/- per person, which is higher than the amount advised by Air India and, accordingly, the LTC stands null and void, and could not be reimbursed. Accordingly, the respondents had denied the payment of 10 days' leave encashment also. Accordingly, the advance and the leave encashment amount is to be recovered along with certain penal interest.

4.0 Subsequent to his superannuation, he had shifted his household kit to his native place in Assam. The applicant has also submitted certain claims for this shifting of household kit, vide his letter dated 18.06.2013. This claim has also not been settled so far.

5.0 The applicant also pleads that an amount of Rs.1 lakh was withheld from the DCRG and now, vide order dated 06.12.2017, certain amount has been asked to be refunded, which is said to be towards items given in para 3 above.

6.0 The respondents pleaded that the relevant policy in respect of LTC was issued by the Ministry of Finance vide OM dated 16.09.2010, wherein following provisions have been made:-

"2. LTC:

(i) Travel by Air India only.

(ii) IN economy class only, irrespective of entitlement.

(iii) LTC-80 ticket of Air India only to be purchased.

(iv) Air Tickets may be purchased directly from Airlines (at Booking counters/ Website of Airlines) or by utilizing the services of Authorized Travel Agents viz. M/s Balmer Lawrie & Company, M/s Ashok Travers & Tours and IRCTC (to the extent IRCTC is authorized as per DoP&T OM No.31011/6/2002-Estt.(A) dt. 02.12.09)."

In respect of the said purchase of LTC tickets, the respondents had sought certain clarification from Air India. This clarification was received, vide Air India letter dated 07.07.2015, which reads as under:-

"This is with reference to letter no.F1(1005)/03/DDUH/Estt/28682-84 dated 26Mar15. As per records ticketnos0982873217587/86 favouring Dr S P Barua/ Mrs Reba Barua were issued for Delhi-Portblair-Delhi with LTC fare INR54071/- inclusive of taxes per person. The tickets were issued by M/s Travel Services International(authorised agent of AIRINDIA Ltd, Delhi."

It can be seen that the tickets were purchased from M/s Travel Services International and even though they are the authorised agents of Air India, but they are not the ones listed as per the LTC policy dated 16.09.2010. Since, the applicant was required to purchase the tickets from authorized travel agent listed in said OM, the LTC claim has been refused and accordingly 10 days' leave encashment has also been denied.

7.0 The applicant pleaded that he has actually paid the amount for LTC tickets and it can be seen from the relevant debit entries in his bank pass book. Further, the tickets were purchased from one of the authorized agents from Air India, as also confirmed by Air India, and as such, he is required to be reimbursed the full amount.

8.0 In regard to claim submitted for shifting the household kit, post-retirement from Delhi to Assam, the respondents mentioned that they shall take necessary action shortly.

9.0 Matter has been heard at length. Dr. Kanwal Sapra represented the applicant and Shri Amit Anand represented the respondents.

10.0 The facts of this OA are not in doubt. The factum of availing LTC journey for Delhi-Port Blair-Delhi, during the period from 24.11.2012 to 30.11.2012, is not in doubt, as the same has been verified by Air India also, vide their letter dated 07.07.2015. There is no dispute on this part. The only contention is that the tickets have not been purchased from the authorized agent listed in the said policy for LTC, and had it been so purchased it may have costed less than the amount claimed by applicant.

11.0 Exactly a similar issue has already been adjudicated by the Tribunal in OA No.678/2015 decided on 01.03.2017 and in OA No.3835/2017 decided on 28.05.2018. In these OAs also, the question under adjudication was whether the tickets purchased from authorized agency, other than those listed in the said LTC policy, can be reimbursed. The Tribunal had taken a decision that since the journey was actually performed, the tickets should be allowed to be reimbursed.

12.0 It is not the case of the respondents that the applicant did not avail the LTC or that the claim is fraudulent. The factum of journey on LTC has not been disputed.

13.0 The only thing is that it was purchased from an authorized agent of Air India, but it was not one of those listed in LTC policy. Second thing is that it ought to have costed Rs.54071/- per ticket whereas the applicant bought it for Rs.64,371/-per ticket and thus an excess amount was claimed. Further, since LTC claim was disallowed, the ten days' leave encashment was also disallowed. It is on account of these discrepancies, that retiral dues were not fully settled and Rs.1 lac of DCRG was also withheld.

In OA-3835 of 2017, the Tribunal has held as under:

"Schemes like Leave Travel Concession (LTC) and Home Travel Concession (HTC) etc. have been carved out as a kind of a reward/motivation for the work put in by the government officials for long years of dedicated service, (once in 04 years or 02 years as the case may be). The condition of buying the tickets through the authorized agents is to streamline (presumably) and to ensure that the Scheme is not misused by way of fraudulent or inflated claims. The same is not the case here."

This ratio is applicable here also. The applicant bought the tickets from a genuine travel agent and availed of the concession, which he believed to be legally due to him. The reimbursed amount is neither false, nor inflated. Courts have consistently held (though in different contexts) that individuals should not be punished for overlooking technical formalities and be deprived of his claims, which he is otherwise entitled to as per law.

Also this is the case of retired employee and final settlement is held up for last more than five years. This situation needs to be brought to end at the earliest.

14.0 In view of the forgoing, the OA is disposed of with following directions:-

i) The respondents shall pass the LTC claim at the applicable fare of Delhi-Port Blair-Delhi by the Air India i.e. Rs.54,071/- inclusive of taxes, per person.

ii) The 10 days leave encashment, which was availed by the applicant, shall also be allowed.

iii) The claim in respect of shifting kit submitted vide applicant letter dated 18.06.2013 shall also be processed and a reasoned and speaking order passed on the same.

iv) The exercise at (i) to (iii) above, shall be completed within a period of eight weeks from the date of receipt of a certified copy of this order. On this basis, the LTC related issue of ticket and leave encashment shall be settled as on date of retirement and net amount payable to applicant or to be refunded by him, worked out and advised to applicant. It shall be settled accordingly, without any interest on either side.

v) The withheld amount of Rs.1 lac towards gratuity, shall be released to the applicant, along with GPF rate of interest with effect from date of retirement.

15.0 No order as to costs.