
(2015) 02 JH CK 0068
In the Jharkhand High Court
Case No : Writ Petition(C) No. 319 of 2015

Rameshwar Singh

APPELLANT

Vs

Steel Authority of India Ltd. and Others

RESPONDENT

Date of Decision : 03-02-2015

Acts Referred:

Citation : (2015) 2 AJR 12

Hon'ble Judges : S. Chandrashekhar, J.

Bench : Single Bench

Advocate : Shamim Akhtar, for the Appellant; Shresth Gautam, Advocates for the Respondent

Final Decision : Disposed off

Judgement

S. Chandrashekhar, J.—Seeking direction for allotment of Quarter 02B/E/2226 on licence basis in terms of revised policy dated 15.07.2014 of SAIL, the present writ petition has been filed.

2. The brief facts of the case are that, the petitioner was working as Crane Operator SMS II and he was allotted Quarter No. 2-103, Sector-11/B in Bokaro Steel City, Bokaro. The petitioner superannuated from service on 31.01.2014. In terms of policy of B.S.L. dated 19.12.2013, the petitioner applied for retention of the said quarter for which the petitioner deposited a sum of Rs. two lacs as security deposit and advance house rent of Rs. 10,212/-. The petitioner was allowed to retain the quarter between the period 01.02.2014 to 31.01.2015 vide Office order dated 05.04.2014. The surety bond was duly executed and signed on 26.03.2014 between the parties. Subsequently, vide Circular dated 15.07.2014, the company floated a scheme for grant of quarter to the retired employees on licence. The petitioner applied under the said scheme however, no decision has been taken on the said application and in the meantime, the period for retaining the quarter that is, uptill 31.01.2015 was approached and therefore, the petitioner approached this Court on 28.01.2015.

3. Heard the learned counsel for the parties.

4. The learned counsel for the petitioner submits that the petitioner served the company for 42 years with unblemished service record and thus he had legitimate expectation that in terms of company's policy dated 15.07.2014, he would be allotted quarter. In expectation of allotment by the company, the petitioner has retained the quarter allotted to him beyond the period of 31.01.2015 and therefore, he seeks direction to the respondent-company for considering his case on equitable grounds.

5. The learned counsel for the respondent-SAIL submits that in terms of office order dated 05.04.2014, the petitioner was supposed to vacate the quarter by 31.01.2015 however, he has failed to vacate the quarter and therefore he would be liable for payment of estate duty, water and electricity charges etc.

6. I have carefully considered the submissions of the learned counsel for the parties and perused the documents on record.

7. A perusal of the Circular dated 15.07.2014 indicates that last date for submission of application was 27.08.2014 however, the petitioner applied under the said scheme on 09.01.2015 and thus no direction can be issued for allotment of quarter by executing licence agreement in favour of the petitioner. However, since the petitioner has served the company for about 42 years and he was allowed to retain the quarter till 31.01.2015, it may be a bona fide mistake on the part of the petitioner in not submitting application on or before 27.08.2014 and therefore, if the scheme is still alive, the respondent-company may consider the application of the petitioner in terms of Circular dated 15.07.2014. However, it is made clear that this observation would not create a legal right in the petitioner for allotment for quarter in terms of Circular dated 15.07.2014. The learned counsel for the petitioner submits that in terms of surety bond executed by the company dated 26.03.2014, the security deposit of Rs. two lacs may be forfeited. This apprehension of the petitioner is unfounded. He was permitted to retain quarter till 31.01.2015 and he has approached the Court on 28.01.2015 in expectation of success in the present writ petition. The petitioner has retained the quarter for few days more and therefore, it is ordered that if the petitioner submits an undertaking that he will vacate the quarter on or before 28.02.2015, subject to further extension granted by the respondent-company, the security deposit of Rs. two lacs would not be forfeited however, the petitioner is liable for payment of water, electricity charges.

8. With the aforesaid direction, the writ petition is disposed of.