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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of Decision: 18.12.2019

\+ W.P.(C) 542/2019

LAXMI DEVI ..... Petitioner

Through: Mr. Apurb Lal, Advocate with Ms. Shashi, Advocate and Ms. Meenu Pandey, Advocate.

Versus

COMMISSIONER OF POLICE & ANR. ..... Respondents

Through: Mrs. Avnish Ahlawat, Standing Counsel for GNCTD with Mr. Nitesh Kumar Singh, Advocate. S.I. Jagmeshwar Dayal, Pairvi Officer, Traffic with Constable Nitin Tyagi, Accounts Branch, Traffic.

CORAM:
HON'BLE MR. JUSTICE G.S. SISTANI
HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

J U D G M E N T

G.S.SISTANI, J. (ORAL)

1. The present petition is directed against order dated 29.11.2018 passed by the Central Administrative Tribunal ('Tribunal'). The petitioner seeks to recover interest on the dues belonging to her deceased son Sh. Anoop Singh, who was working as a Constable with

the Delhi Police since 1989. Sh. Anoop Singh died on 29.01.2001 under mysterious circumstances. A case under section 279/304A IPC, 1860 was registered at PS: Mangol Puri. Admittedly, the applicant and her husband Sh. Jagram, father of the deceased, were the nominees in the GPF Account and Deposit Linked Insurance Scheme (DLIS) belonging to their son. The petitioner's husband Sh. Jagram has also since deceased. It is the case of the petitioner that she and her deceased husband made several requests to the respondents to release the GPF and Insurance amount owed to their late son, but to no avail.

2. The respondents however have another story to tell. According to the respondents, there were disputes between the parents of the deceased and his widow Mamta. The applicant/mother of the deceased had instituted a separate suit against her daughter-in-law in the year 2001. This suit was dismissed on 31.08.2002. An O.A. No.2628/2002 was also filed by the mother, which was disposed of by an order dated 09.10.2002 passed by the Tribunal, directing the respondents to consider the mother's representation. On this representation, the respondents passed an order dated 25.11.2002 as per which the mother was held not eligible for the pensionary benefits of deceased Anoop Singh. Another O.A. No.856/2003 was thereafter filed by the applicant, which was dismissed in default on 29.04.2003. On 17.09.2003, the applicant filed another suit against Mamta, widow of the deceased, alleging that Mamta had no legal right to receive pensionary benefits of deceased Anoop Singh. The matter was sent to the PAO, GPF Cell, Delhi on 08.11.2005 for deciding whether or not the final payment of GPF should be made to Mamta. However,

payment of GPF and the DLIS was not made and the suit was transferred to Tis Hazari Courts on 20.04.2006. In 2006, yet another O.A. was filed by the applicant for grant of the deceased son's pensionary benefits. The suit filed by the applicant was decreed in favour of the petitioner and her late husband on 08.11.2013. As it stands, the present position is that Mamta has since re-married and the GPF amount is to be released in favour of the nominee/s.

3. The petitioner is aggrieved by the observations made by the Tribunal in paras 11 to 13 of the impugned order declining payment of interest on the pensionary dues, which we reproduce below:-

> *"11. I have gone through the facts of the case and considered the arguments advanced by both sides. It is not disputed that the husband of the applicant late Sh. Jagram was the nominee of late Constable Anoop Singh for GPF and DLIS. It is evident from the date-wise details provided by the respondents in their counter-affidavit, that after the Civil Suit went in favour of the applicant on 08.11.2013, the respondents kept asking Sh. Jagram (late husband of the applicant) to complete the GPF final payment forms so that the authority could be issued in his name. When he chose not to cooperate, the respondents sent forms to his residence. Subsequently, six letters were written to late Sh. Jagram during the period from 05.08.2014 to 10.05.2015 to attend the office to complete the necessary formalities. The respondents finally got the GPF form signed by him on 14.04.2015 by sending a special messenger for this purpose.*
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> *12. Thereafter the respondents then sent a cheque No.175983 dated 03.07.2015 for the principal amount of Rs.1,80,597/- on account of payment of Rs.1,20,597/- (GPF) and Rs.60,000/- of DLIS, which Sh. Jagram again refused to accept being without interest. Due to the cussed attitude adopted by the applicant's husband, delay in payment was inevitable. The respondents had*

ultimately to make the payment to the applicant through RTGS in her saving account on 10.11.2017.

13. The respondents, in my view, cannot be faulted for the delay in payment of Rs.1,20,597/- (GPF) and Rs.60,000/- (DLIS) to the applicant since, in between they were also faced with the Civil Suit, orders in which had to be awaited before making the necessary payment to the applicant. Thus, I am convinced that there is no ground of payment of interest on the GPF & DLIS to the applicant."

4. Mr. Apurb Lal, learned counsel for the petitioner submits that the petitioner and her deceased husband cannot be faulted for not accepting the payments since firstly, the payments were never offered; and secondly, they were asked to sign on blank papers and cheques were offered without the interest component as late as in the year 2017.

5. The question which arises for our consideration is whether the petitioner is entitled to receive interest on the dues of her late son.

6. Mrs. Avnish Ahlawat, learned Standing Counsel for the respondents has relied upon Proviso to Rule 11(2) of General Provident Fund (CS) Rules, 1960 which is reproduced as under:-

*"**Rule 11. Interest***
(1) xxxxx
(2) xxxxx

Provided that when the amount standing to the credit of a subscriber has become payable, interest shall thereupon be credited under this rule in respect only of the period from the beginning of the current year or from the date of deposit, as the case may be, up to the date on which the amount standing to the credit of the subscriber became payable."

7. Reliance is also placed on Rule 11(5), which we reproduce below:-

> "***Rule 11(5)*** *Interest shall not be credited to the account of a subscriber if he informs the Accounts Officer that he does not wish to receive it; but if he subsequently asks for interest, it shall be credited with effect from the first day of the year in which he asks for it.*"

8. Mrs. Ahlawat submits that, as has been observed by the Tribunal, payments could not be released on account of inter-se disputes between the parents of the deceased and his widow i.e. their daughter-in-law, which is evident from various inter-se litigations, which were pending and orders passed from time-to-time. She further submits that even otherwise, the nominee in the GPF Account and DLIS being the husband (since deceased) and the petitioner, had refused to accept the amount which is evident from the fact that as many as six letters were written to Sh. Jagram from 05.08.2014 to 10.04.2015 to visit the Accounts Office to complete the necessary formalities. The *bona fides* of the respondents are established by the fact that the respondents finally got the GPF form signed by late Sh. Jagram on 14.04.2015 by sending a special messenger to his house for this purpose. Mrs. Ahlawat also contends that a cheque in the sum of Rs.1,20,597/- towards GPF amount and Rs.60,000/- towars DLIS amount was tendered to Sh. Jagram, which he refused to accept since, he said, the same did not contain the interest component. The *bona fides* of the respondents are further established from the fact that ultimately the amount was remitted to the petitioner through RTGS in her savings account on 07.11.2017.

9. In our view, the Tribunal has rightly held that no interest would be payable to the petitioner. The relevant Rules relied upon by Mrs. Ahlawat would squarely apply to the facts of the present case. Besides, there is no denying the fact that the petitioner and her late husband were in litigation with their daughter-in-law over the dues of their late son; and that the petitioner's late husband had refused to receive the dues since these were tendered without any interest. Resultanly, we do not find any ground to interefere by way of this petition. The same is accordingly dismissed.

G.S.SISTANI, J.

ANUP JAIRAM BHAMBHANI, J.

DECEMBER 18, 2019
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