



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 1ST DAY OF JULY, 2026

PRESENT

THE HON'BLE MR. JUSTICE S.G.PANDIT

AND

THE HON'BLE MR. JUSTICE RAJESH RAI K

WRIT PETITION NO. 4363 OF 2021 (S-CAT)

BETWEEN:

1. BHARAT SANCHAR NIGAM LIMITED,
BY ITS CHAIRMAN AND MANAGING DIRECTOR
CORPORATE OFFICE (PERSONNEL-II SECTION)
BHARAT SANCHAR BHAVAN,
4TH FLOOR, JANPATH, NEW DELHI-110 001.
2. CHIEF GENERAL MANAGER TELECOM,
KARNATAKA CIRCLE,
NO.1 SWAMY VIVEKANANDA ROAD,
HALASURU, BENGALURU-560 008.
3. PRINCIPAL GENERAL MANAGER TELECOM,
BSNL MYSURU BUSINESS AREA
NO.69 TEMPLE ROAD,
IST CROSS, BEHIND JOSEPH SCHOOL,
JAYALAKSHMIPURAM, MYSURU-570012.
4. THE TELECOM DISTRICT MANAGER
MANDYA TELECOM DISTRICT
BSNL, OPP: KALA MANDIR,
MANDYA-571401.

...PETITIONERS

(BY SRI. GANGADHARAIHAH A.N., ADVOCATE)

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PANKAJA S
Location: HIGH
COURT OF
KARNATAKA



AND:

1. SRI. S.L.SHIVARAJU,
S/O LATE SRI.LINGAIAH
AGED ABOUT 54 YEARS,
OCC: TELECOM TECHNICIAN,
O/O SDOT (GROUPS),
BSNL MANDYA TELECOM DISTRICT
MANDYA-571401.
2. UNION OF INDIA
TO BE REPRESENTED BY ITS SECRETARY
MINISTRY OF COMMUNICATIONS AND
IT SANCHAR BHAVAN
20 ASHOKA ROAD,
NEW DELHI-110 001.
3. DEPARTMENT OF TELECOMMUNICATIONS
TO BE REPRESENTED BY ITS SECRETARY,
919, SANCHAR BHAVAN,
20, ASHOKA ROAD,
NEW DELHI-110001.

...RESPONDENTS

(BY SRI.SHIVARAMU H.C., ADVOCATE FOR R-1;
SRI.JAGADISH GUNDAPPA, CGC FOR R-2 AND R-3)

THIS W.P. FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE IMPUGNED ORDER PASSED BY THE HONBLE CENTRAL ADMINISTRATIVE TRIBUNAL, BENGALURU, IN ORIGINAL APPLICATION NO.170/00071/2020, DTD.23.10.2020 VIDE ANNEXURE-A AND CONSEQUENTLY DISMISS THE APPLICATION FILED BY THE R-1 AND ETC.

THIS PETITION, COMING ON FOR ORDERS, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:



CORAM: HON'BLE MR. JUSTICE S.G.PANDIT
and
HON'BLE MR. JUSTICE RAJESH RAI K

ORAL ORDER

(PER: HON'BLE MR. JUSTICE S.G.PANDIT)

The petitioners - BSNL and its authorities are before this Court under Articles 226 and 227 of the Constitution of India questioning the order dated 23.10.2020 passed in O.A.No.170/00071/2020 by the Central Administrative Tribunal, Bangalore Bench, Bengaluru (for short "the Tribunal"), wherein the application filed by respondent No.1 in O.A.No.170/071/2020 was allowed quashing Annexure-A8 (Annexure-B8 in this writ petition) dated 03.01.2020 accepting option of respondent No.1 for voluntary retirement under BSNL Voluntary Retirement Scheme - 2019 indicating the date of voluntary retirement on 31.01.2020.

2. The brief facts of the case are that, respondent No.1 was working as Telecom Technician in petitioner No.1-BSNL. Petitioner No.1-BSNL introduced voluntary retirement scheme, 2019 and letter dated 04.11.2019 communicated to all



the heads of the telecom circles and the employees' portal to submit options, if any, for voluntary retirement between 04.11.2019 to 03.12.2019. Respondent No.1 said to have submitted his option on 13.11.2019 for voluntary retirement. Voluntary retirement scheme would state that option once exercised under this scheme shall be final and decision of the Competent Authority shall be binding on the concerned employee. It also provides for the employee to withdraw the option only once any time before the closing time and date of option i.e., 03.12.2019. Respondent No.1's VRS option was accepted under communication dated 03.01.2020 and the relieving date of respondent No.1 on acceptance of voluntary retirement was indicated to be 31.01.2020. Before the acceptance of VRS option of respondent No.1, respondent No.1 under letter dated 26.12.2019 (Annexure-B6) had withdrawn his request and he had prayed in the representation that his online application for voluntary retirement may be treated as withdrawn and he requested to allow him to continue in service till superannuation. As the petitioners failed to consider his representation requesting to withdraw the voluntary retirement option, respondent No.1 approached the Tribunal in the



aforestated application. The Tribunal under the impugned order dated 23.10.2020 allowed respondent No.1's prayer and set aside the communication dated 03.01.2020 accepting option of respondent No.1 for VRS on the ground that respondent No.1 as required under the scheme has not submitted three uni-signed hard copies of his option for VRS. Questioning the said order of the Tribunal, the BSNL authorities are before this Court in this writ petition.

3. Heard learned counsel Sri.A.N.Gangadharaiah for petitioners -BSNL and learned counsel Sri.H.C.Shivaramu, for respondent No.1 and perused the entire writ petition papers.

4. Learned counsel Sri.A.N.Gangadhariah for petitioners would submit that the Tribunal committed an error in allowing respondent No.1's O.A. and in setting aside the communication dated 03.01.2020, wherein, respondent No.1's option for voluntary retirement was accepted. Learned counsel would submit that option once submitted is final and there was option to withdraw the VRS within the closing time and date of option i.e., 03.12.2019. However, he submits that respondent No.1 appears to have submitted his representation to withdraw



VRS option on 26.12.2019 i.e., subsequent to last date of submitting option i.e., on 03.12.2019. He submits that in terms of the scheme, the withdrawal could be only by submitting online application along with signed copy in writing. It is specifically submitted that respondent No.1 has not submitted his online application to withdraw his option for VRS, as such, as per the Scheme, the option once submitted by respondent No.1 would be final and the decision of the Competent Authority shall be binding on the employee. Further learned counsel for petitioners would submit that the Tribunal could not have set aside the acceptance of VRS option submitted by respondent No.1 contrary to the terms of the VRS scheme. Thus, he would pray for allowing the writ petition.

5. Learned counsel Sri.H.C.Shivaramu for respondent No.1 would submit that, respondent No.1 had only submitted option through ESS portal for voluntary retirement as per communication dated 04.11.2019 under voluntary retirement scheme and he had not submitted physical copies in triplicate signed by him in terms of clause (3) of the scheme. Therefore, option of respondent No.1 cannot be considered as a valid



option. Learned counsel would submit that the Tribunal has rightly placed reliance on clause (3) of the scheme and set aside the communication of acceptance of option for VRS. Further learned counsel would submit that though under communication dated 03.01.2020, option of voluntary retirement of respondent No.1 was accepted, the relieving date of respondent No.1 was indicated to be 31.01.2020 and well before the acceptance of option and well before the relieving date, respondent No.1 has withdrawn his option for voluntary retirement. Therefore, he submits that the Tribunal was justified in quashing the order of acceptance of VRS.

6. Having heard the learned counsel for both the parties and on perusal of the entire writ petition papers, the following point would arise for our consideration:

"Whether the Tribunal was justified in quashing the communication dated 03.01.2020 accepting the voluntary retirement option of respondent No.1? "

7. Answer to the above point is in affirmative for the following reasons:



Respondent No.1 was working as Telecom Technician in the petitioners - BSNL. Petitioners - BSNL introduced BSNL Voluntary Retirement Scheme - 2019 and the same was communicated to all heads of telecom circles of BSNL by letter dated 04.11.2019. Clause (2) and (3) of the scheme reads as follows:

"2. Options for seeking voluntary retirement under the 'scheme' shall remain open from 04.11.2019 up to 03.12.2019 (5:30 P.M.). The effective date of voluntary retirement under this scheme will be 31.01.2020 (A/N).

3. Employee seeking voluntary retirement under this scheme shall give option in ERP/ESS portal and make physical printout. Physical copies in triplicate signed by blue ink by the employee concerned shall be submitted to the concerned administrative office within three days of giving option in ESS."

8. A reading of the above makes it abundantly clear that the BSNL employees were given option for seeking voluntary retirement between 04.11.2019 to 03.12.2019; employees could seek voluntary retirement by giving option in ERP/ESS portal and in addition to exercising option through portal physical copies in triplicate signed by blue ink by the employee concerned shall be submitted to the concerned



administrative office within three days of giving option in ESS. The Tribunal, on examination of the material on records has categorically come to the conclusion that, respondent No.1 - employee though exercised option through ESS had not submitted signed application to the administrative office within 3 days of exercising his option in the ESS. The Tribunal, has come to a factual finding and this Court, exercising judicial review under Article 226 of the Constitution of India, cannot venture into examining or interfering with the said factual finding.

9. Further more, the option for availing voluntary retirement scheme benefit was opened from 04.11.2019 to 03.12.2019, though respondent No.1 submitted his option through ESS, had not submitted signed application. However, by letter dated 26.12.2019 sent through registered post representation to withdraw application for voluntary retirement and the said application is before acceptance of VRS option, on 03.01.2020. The Hon'ble Apex Court was considering identical factual matrix, though in a case of resignation was of the opinion that a person who submitted resignation and whose



resignation was accepted could withdraw his resignation till he is relieved from his duties, in the case of "**Srikantha S.M. vs Bharath Earth Movers Ltd**" reported in **(2005) 8 SCC 314**. In the said case, wherein employee submitted his resignation and the same was accepted on 04.01.1993 and thereafter, he was granted casual leave and he was relieved on 15.01.1998. In the meanwhile, he had withdrawn his resignation and in the said circumstances, the Hon'ble Apex Court was of the opinion that resignation can be withdrawn before the employee is relieved from his duties. Relevant paragraphs of the judgment reads as below:

"26. On the basis of the above decisions, in our opinion, the learned counsel for the appellant is right in contending that though the respondent Company had accepted the resignation of the appellant on 4-1-1993 and was ordered to be relieved on that day, by a subsequent letter, he was granted casual leave from 5-1-1993 to 13-1-1993. Moreover, he was informed that he would be relieved after office hours on 15-1-1993. The vinculum juris [[Ed.: vinculum (per OED): A bond of union, a tie. Usually figurative, and juris (per Black's): Of Law; Of Right]] , therefore, in our considered opinion, continued and the relationship of employer and employee did not come to an end on 4-1-1993. The relieving order and payment of salary



also make it abundantly clear that he was continued in service of the Company up to 15-1-1993.

27. In the affidavit-in-reply filed by the Company, it was stated that resignation of the appellant was accepted immediately and he was to be relieved on 4-1-1993. It was because of the request of the appellant that he was continued up to 15-1-1993. In the affidavit-in-rejoinder, the appellant had stated that he reported for duty on 15-1-1993 and also worked on that day. At about 12.00 noon, a letter was issued to him stating therein that he would be relieved at the close of the day. A cheque of Rs 13,511 was paid to him at 17.30 hrs. The appellant had asserted that he had not received terminal benefits such as gratuity, provident fund, etc. It is thus proved that up to 15-1-1993, the appellant remained in service. If it is so, in our opinion, as per settled law, the appellant could have withdrawn his resignation before that date. It is an admitted fact that a letter of withdrawal of resignation was submitted by the appellant on 8-1-1993. It was, therefore, on the Company to give effect to the said letter. By not doing so, the Company has acted contrary to the law and against the decisions of this Court and hence, the action of the Company deserves to be quashed and set aside. The High Court, in our opinion, was in error in not granting relief to the appellant. Accordingly, the action of the Company as upheld by the High Court is hereby set aside.



For the reasons recorded above, we do not find any merit in the writ petition and accordingly, writ petition stands ***rejected.***

**SD/-
(S.G.PANDIT)
JUDGE**

**SD/-
(RAJESH RAI K)
JUDGE**