



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 11TH DAY OF JUNE, 2026

BEFORE

THE HON'BLE MR. JUSTICE ASHOK S.KINAGI

WRIT PETITION NO. 25061 OF 2022 (S-RES)

BETWEEN:

DR IQBALUNNISSA
W/O SRI M NOORUDDIN
AGED ABOUT 61 YEARS
R/O NO. L.13, SECTOR 14
NEAR BWSSB WATER TANK
JEEVAN BHEEMA NAGAR
BANGALORE - 560075

...PETITIONER

(BY SRI. VAISHALI HEGDE., ADVOCATE)

AND:

1. STATE OF KARNATAKA
REP. BY ITS SECRETARY
DEPARTMENT OF EDUCATION
M S BUILDING
DR AMBEDKAR ROAD
BANGALORE – 560001
2. BANGALORE UNIVERSITY
REP. BY ITS REGISTRAR
JNANABHARATI
BANGALORE - 560056

...RESPONDENTS

(BY SRI. G RAMESH NAIK, AGA FOR R1
SRI. PRASANNA B R, ADVOCATE FOR R2)

Digitally
signed by
SUNITHA K S
Location:
HIGH COURT
OF
KARNATAKA



THIS WRIT PETITION IS FILED UNDER ARTICLE 226 OF THE CONSTITUTION OF INDIA PRAYING TO DIRECT THE R2 TO FORTHWITH CALCULATE AND RELEASE THE PETITIONERS PENSIONARY BENEFITS AS PER THE OLD PENSION SCHEME, ARREARS OF PAY AND ALL OTHER TERMINAL BENEFITS ALONG WITH THE LEAVE ENCASHMENT BENEFIT DUE TO THE PETITIONER WITH 18 PERCENT INTEREST FOR DELAYED PAYMENT AND COSTS, WITH IMMEDIATE EFFECT.

THIS PETITION, COMING ON FOR PRELIMINARY HEARING IN 'B' GROUP, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE ASHOK S.KINAGI

ORAL ORDER

1. The petitioner filed this writ petition seeking the following prayer:

- (i) *Issue a writ of mandamus directing the 2nd respondent to forthwith calculate and release the petitioner's pensionary benefits as per the Old pension Scheme, arrears of pay and all other terminal benefits along with the leave encashment benefit due to the petitioner with 18% interest for delayed payment and costs, with immediate effect, in the interest of justice and equity.*
- (ii) *Issue such other writ or order or direction as deemed fit under the facts and circumstances*



of the case, in the interest of justice and equity.

2. Brief facts leading rise to the filing of this writ petition are as follows:
3. The respondent No.2 – University issued a notification dated 07.11.2003, notifying the applications for the posts of Lecturers, Readers and Professors in various subjects, sanctioned by the University Grants Commission under the X Plan period. The petitioner submitted an application for the post of Lecturer and the petitioner was appointed on contract basis. Respondent No.1 vide communication dated 13.03.2007, directed the University by the Department of Higher Education, Government of Karnataka to continue the services of those appointed under X Plan even after completion of the period from the X plan. Further, the Department by a letter dated 17.03.2007 also recommended the university for regularisation of the services of those appointed



under the University Grants Commission's X plan and the University was directed to frame the draft statutes proposing to regularise the services of the incumbent appointees under the University Grants Commission's X Plan. The petitioner continued without any brake. The petitioner retired from the service of University on 31.12.2019, on attaining the age of superannuation. The respondents have not settled the pensionary benefits of the petitioner. Hence, the petitioner filed this writ petition.

4. Respondent No.2 filed a statement of objections contending that the University Grants Commission has sanctioned 16 posts on various cadre of Bangalore University under X Plan Scheme (2002-2007) for its implementation and has given 3 options to the University to implement the said plan. The 3 options are as follows:



- a. Assurance from State Government for taking over the liability of these posts after X plan period.
 - b. Assurance by the University through resolution of executive council to bear the burden of these posts after X plan period.
 - c. Appointment through contractual basis where the posts are optional only during X plan period.
5. The appointments through contractual basis where the said posts are optional during only the X plan period. Out of the above said 3 options, the University adopted 3rd option i.e., appointment through contractual basis. The respondent No.2 invited the applications from the eligible candidates to fill up teaching posts in PG Departments in respect of the posts approved by the X Plan of UGC which is for the period 2002-2007. The petitioner being one of the candidate who had applied for the post of Lecturer in



Urdu and was appointed for the period of one year on a contractual basis and also on the consolidated salary of Rs.13,500/- per month. It is contended that pursuant to the order passed in W.P.Nos.21830-21837/2011, the matter was placed before the syndicate to regularize the services of teachers appointed on X Plan at its meeting held on 25.02.2013, which resolved to approve the regularization of the said teachers against the post sanctioned by the UGC during X Plan period as per the statutes assented by the Hon'ble Chancellor. Hence, it is contended that the petitioner is not entitled for pension under the old scheme. Hence, on these grounds, prays to dismiss the writ petition.

6. Respondent No.2 filed an additional statement of objections contending that, if the petitioner is given the benefit under the old pension scheme, it would entitle other similarly placed teachers to make similar claims and this would cause a financial burden on



Bangalore University and lead to audit objections.

Hence, prays to dismiss the writ petition.

7. Heard the arguments of Smt. Vaishali Hegde, learned counsel for the petitioner, Sri. G. Ramesh Naik, learned Additional Government Advocate for respondent No.1 and Sri. Prasanna B.R, learned counsel for respondent No.2.
8. Learned counsel for the petitioner submits that similarly placed petitioners approached this Court in W.P.No.45718/2017. The Co-ordinate bench of this Court vide order dated 01.09.2021 allowed the writ petition and quashed the impugned endorsement dated 05.10.2016 and issued a *mandamus* directing the respondent –university to reconsider the case of the petitioner and bring them under old pension scheme and not contributory pension scheme, as the endorsement reads, on consideration of the representation given by the petitioners.



9. Further, she submits that the issue involved in this case squarely covered by the order passed by the Co-ordinate bench of this Court in the aforesaid writ petition and she also submits that the order passed in the aforesaid writ petition has not been challenged neither by the State nor by the University and the said order has attained a finality and also prays that there is a delay in settling the pension under the old pension scheme. Hence, the petitioner is entitled for all other terminal benefits along with the leave encashment benefits due to the petitioner with interest for the delayed payment.
10. To buttress her argument, she has placed reliance on the judgment passed by the Hon'ble Apex Court in the case of ***Vijay L. Mehrotra Vs. State of U.P***¹ and she has also placed reliance on the order passed in W.A.No.332/2025 connected with Civil Contempt

¹ 2001(9) SCC 687



petition No.1063/2024 and W.A.No.334/2025. Hence, on these grounds, she prays to allow the writ petition.

11. *Per contra*, learned counsel for respondent No.2 submits that the petitioner was appointed on a contract basis for a period of one year following the Roster Policy pursuant to the recommendation of Board of appointment. He submits that there was an objection by Comptroller and Auditor General (for short 'CAG') for extending the benefit of old pension scheme by considering the temporary service of teachers of X Plan. He also submits that in view of the objections raised by CAG for regularization of services of X Plan teachers and for extension of old pension scheme, the university is not in a position to consider the claim of the petitioner. Hence, on these grounds, he prays to dismiss the writ petition.

12. Perused the records and considered the submissions of the learned counsel for the parties.



13. It is an undisputed fact that the respondent No.2 – university issued a notification inviting the application for the posts of Lecturers, Readers and Professors in various subjects. Pursuant to the said notification the petitioner applied for the post of Lecturer in Urdu and the petitioner was appointed and appointment order was issued on 12.02.2004. The appointment of the petitioner was on a contract basis sanctioned by the University Grants Commission under the X Plan period. The petitioner had continued in service till he retired from service on attaining the age of superannuation and the services of the petitioner was regularised vide order dated 13.03.2007. The petitioner requested the respondents for regularization of his service. The respondent did not consider the representations submitted by the petitioner and others. The petitioner and others approached this Hon'ble Court in W.P.Nos.21830-21837/2011 seeking direction to the respondents to



regularize their service with effect from 23.03.2010. Pursuant to the order passed in W.P.No.21830-21837/2011, the matter was placed before the syndicate. The Syndicate after discussion resolved to approve the regularization of the teachers appointed against the posts sanctioned by the UGC during the X Plan period as per the statutes assented by the Chancellor.

14. The petitioner retired from service on attaining the age of superannuation. After retirement, the petitioner has submitted a representation dated 18.03.2016 to extend the benefit of old pension scheme to the petitioner by quashing the impugned Endorsement dated 05.10.2016 issued by the university denying the same. Some of the similarly placed petitioners approached this Court in W.P.No.45718/2017. The Co-ordinate bench in the aforesaid writ petition held in para 14, which reads as under:



"14. It is also germane here to notice the proceedings of the University of Mysore. The University of Mysore had also appointed certain personnel under the Commission's X plan and later regularized their services, by order dated 2-12-2014. While regularizing the services of employees therein, those employees were granted extension of OPS notwithstanding the fact that they were also appointed on contract basis between the years 2004 to 2006 and their services were regularized after regularization of the services of the petitioners, which was on 2.12.2014. The Syndicate of the University of Mysore took a decision to confer on those employees who were regularized in service to remain under OPS which was in force prior to 1-04-2006 as they were all appointed long before CPS was brought into force. Therefore, the University of Mysore under the very same provisions of the Universities Act and under the very same assent of the Chancellor has regularized those employees and granted them the benefit.

15. Though the respondent/University would be at liberty to regulate service conditions of its employees independent of what other Universities would do, the fact remains that the employees who were granted benefit by the University of Mysore were appointed during the same period, regularized during the same period and were employees on contract basis under the very same X plan of the Commission. Therefore, it is an added circumstance in favour of the petitioners.

16. Insofar as the judgments relied on by the learned counsel appearing for the University are concerned, they are distinguishable without much ado, as they are inapplicable to the facts of the case at hand. In the case of **PARMESHWAR NANDA** (supra) the employees therein were all appointed on ad hoc basis under the Adult Education and Non-Formal Education Project who were later absorbed by the State on closure of the project. The order of absorption therein did not grant any benefit like that is granted in the



case at hand, with regard to counting of previous service for the purpose of pension. Therefore, the said judgment would not be applicable to the case at hand.

*17. The other judgement in the case of **PUNJAB STATE ELECTRICITY BOARD** (supra), the Apex Court was considering cases of work-charged employees claiming protection under the Industrial Disputes Act with regard to their pay and allowances and were seeking services rendered prior to regularization on work charge basis to be counted for the purpose of pay and allowances. Here again, the fact circumstance is different, as the petitioners were all appointed pursuant to a selection process albeit on contract basis and were granted benefit of the service rendered prior to such regularization to be counted for the purpose of pension. Therefore, both the judgments relied on by the learned counsel for the respondent/University are inapplicable to the facts of the case on hand.*

15. The issue involved in this writ petition is squarely covered by the order passed by the Co-ordinate bench in W.P.No.45718/207 disposed of on 01.09.2021. I concur with the findings recorded by the Co-ordinate bench in the aforesaid writ petition. The similarly placed petitioners working in the university of Mysore approached this Court in W.P.No.9038/2024, seeking for a mandamus and challenging a similar endorsement issued by the University of Mysore. The



said writ petition came to be disposed of vide order dated 18.06.2024. The petitioners in the said writ petition were also appointed on a contract basis under the UGC X Plan in the year 2007. The learned single judge allowed the writ petition vide order dated 18.06.2024. The University of Mysore aggrieved by the order passed by the learned single judge in the aforesaid writ petition preferred a W.A.Nos.332/2025 and 334/2025. The Division Bench vide judgment dated 11.02.2026 dismissed the writ appeal while dismissing the writ appeal, recorded its finding in para 7 which reads as under:

"7. Having considered the contentions advanced and the facts on record as well as the findings rendered by the learned single judge, we are of the opinion that the question whether the syndicate had the power to direct the benefits to be granted to the writ petitioner, dehors the framing of statutes is not a question which requires to be considered in these writ appeals. The said question is expressly left open".



16. Further held in para No.8 that "in the peculiar facts and circumstances of the case, where the petitioner was also appointed along with seven persons who had been granted the benefit of old pension scheme by the syndicate and on the basis of the factual findings of the syndicate as contained in the order dated 12.07.2007, we are of the opinion that the writ petitioner would also be entitled to the benefit of inclusion in the old pension scheme."
17. The Hon'ble Supreme Court in ***S.KASI V. STATE THROUGH THE INSPECTOR OF POLICE, SAMAYNALLUR POLICE STATION, MADURAI DISTRICT (Crl. Appeal No.452 of 2020 dt.19th June 2020)*** has held that the judgment passed by the Co-ordinate Bench has a binding effect on latter bench. Paragraphs 31 and 32 which are relevant are extracted below:

"31. Learned Single Judge in the impugned judgment has taken a contrary view



to the earlier judgment of learned Single Judge in *Settu versus The State* (supra). It is well settled that a coordinate Bench cannot take a contrary view and in event there was any doubt, a coordinate Bench only can refer the matter for consideration by a Larger Bench. The judicial discipline ordains so. This Court in ***State of Punjab and another versus Devans Modern Breweries Ltd. and another***, (2004) 11 SCC 26, in paragraph 339 laid down following:-

"339. Judicial discipline envisages that a coordinate Bench follow the decision of an earlier coordinate Bench. If a coordinate Bench does not agree with the principles of law enunciated by another Bench, the matter may be referred only to a Larger Bench. (See *Pradip Chandra Parija v. Pramod Chandra Patnaik*, (2002) 1 SCC 1 followed in *Union of India Vs. Hansoli Devi*, (2002) 7 SCC 273. But no decision can be arrived at contrary to or inconsistent with the law laid down by the coordinate Bench. *Kalyani Stores* (supra) and *K.K. Narula* (supra) both have been rendered by the Constitution Benches. The said decisions, therefore, cannot be thrown out for any purpose whatsoever; more so when both of them if applied collectively lead to a contrary decision proposed by the majority."



32. Learned Single Judge did not follow the judicial discipline while taking a contrary and diagonally opposite view to one which have been taken by another learned Single Judge in Settu versus The State (supra). The contrary view taken by learned Single Judge in the impugned judgment is not only erroneous but also sends wrong signals to the State and the prosecution emboldening them to act in breach of liberty of a person."

18. Considering the judgment passed in the writ appeal, syndicate has power to direct the benefits to be granted to the petitioners. The petitioner is also entitled to be included in the Old Pension Scheme and not in the contributory pension scheme.
19. In view of the above discussion, I proceed to pass the following order:

ORDER

- i. The writ petition is ***allowed***.



- ii. The respondent No.2 –University is directed to forthwith calculate and release the petitioner's pensionary benefits as per the Old Pension Scheme and pay the arrears and all other terminal benefits along with leave encashment due to the petitioner with interest @ 6% per annum for the delayed payment with immediate effect.
- iii. Pending I.A(s), if any, stands disposed of accordingly.

Sd/-
(ASHOK S.KINAGI)
JUDGE

SKS