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

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*Reserved on: 29<sup>th</sup> July, 2026*

*Pronounced on: 21<sup>st</sup> August, 2026*

# **CNR No. DLHC011650642010**

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**W.P.(C) 7603/2010**

**DEEPAK KHULLAR**

S/o Sh. H.P. Khullar

R/o D-289, Anand Vihar,

Delhi-110092

.... Petitioner

Through: Mr. Akash Chatterjee, Advocate.

versus

1. **BSES YAMUNA POWER LTD.**  
(now BSES RAJDHANI POWER LTD.)  
BSES Bhawan, Nehru Place,  
New Delhi, through its CEO

..... Respondent No. 1

2. **GOVT. OF NCT OF DELHI**  
5, Sham Nath Marg, Delhi,  
through its Standing Counsel

..... Respondent No. 2

3. **DVB EMPLOYEE'S TERMINAL BENEFIT  
FUND TRUST 2002**  
Rajghat Power House,  
New Delhi

..... Respondent No. 3

Through: Mr. Sandeep Prabhakar, Sr. Advocate  
with Mr. Anupam Varma, Mr. Nikhil  
Sharma and Ms. S. Akshata,  
Advocates for R-1/ BSES.  
Mrs. Avnish Ahlawat, Standing  
Counsel with Mr. Nitesh Kumar  
Singh, Ms. Aliza Alam and Mr.  
Mohnish Sehrawat, Advocates for R-  
2 and R-3.



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**CORAM:**  
**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA**

**J U D G M E N T**

**NEENA BANSAL KRISHNA, J.**

1. The Petition under Articles 226 and 227 of the Constitution of India has been filed on behalf of the Petitioner, Sh. Deepak Khullar, seeking a Writ of Mandamus directing *the Respondent No. 1, BSES Yamuna Power Ltd. (now described as BSES Rajdhani Power Ltd.)*, to release pension in his favour with effect from 01.01.2004, along with arrears and interest, and to extend the consequential benefit of commutation. A further prayer has been made for grant of the five-year weightage under Rule 48B of the Central Civil Services (Pension) Rules, 1972 (hereinafter referred to as 'CCS Pension Rules'), continuing monthly pension and costs.
2. **Briefly stated**, the Petitioner, Deepak Khullar, was appointed as an Engineer with the erstwhile Delhi Vidyut Board (hereinafter referred to as 'DVB'), on 08.06.1987 and was allotted Employee No. 30221. His date of birth is 01.05.1962. He was residing at D-289, Anand Vihar, Delhi-110092, though in the subsequent record, his address is shown as D-335, First Floor, Anand Vihar, Delhi-110092.
3. At the outset, it is noticed that the Memo of Parties describes the Respondent No. 1 as "BSES **Rajdhani** Power Ltd.", whereas the body of the Writ Petition, the Office Order No. HR/BYPL/2003-04/SVRS-001 dated 18.12.2003 and the entire correspondence on record relate to BSES **Yamuna** Power Ltd. The *BSES Rajdhani Power Ltd. and BSES Yamuna Power Ltd. are two distinct distribution licensees which came into existence*



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*upon the unbundling of the DVB with effect from 01.07.2002; neither succeeded the other.* The description in the Memo of Parties is evidently an inadvertent error, and the cause title is read as referring to *BSES Yamuna Power Ltd.*

4. In the early 2000s, the Government of the National Capital Territory of Delhi (hereinafter referred to as ‘GNCTD’) decided to reorganise the generation, transmission and distribution of electricity in Delhi. The DVB was thereafter, unbundled and its assets, liabilities, activities and personnel were transferred to the successor entities. The transfer was made effective from 01.07.2002 and the Petitioner stood transferred to the Respondent No. 1 as a transferred employee.

5. The protection assured to the employees during the said process was not merely an administrative assurance. *The Tripartite Agreements dated 28.10.2000 and 09.11.2000*, the latter being with the Delhi Vidyut Board Junior Engineers Association, have been placed on record as Annexure R-4. They record, in substance, that there would be no retrenchment on account of restructuring, that the status and service conditions of the existing employees would not change, and that pension, retirement benefits, provident fund, leave encashment, gratuity and other terminal benefits would continue to be secured through the successor entities and the Trust, under the guarantee of the GNCTD.

6. Pursuant to the restructuring arrangements, the DVB Employee’s Terminal Benefit Fund Trust, 2002 (*hereinafter referred to as ‘the Trust’*) was constituted *vide* Trust Deed dated 26.03.2002, a copy of which is Annexure R-5. The corpus was stated to be Rs. 1,329 crores, contributed for securing the pensionary and terminal liabilities of the existing pensioners



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and the transferred employees. The Trust and the Respondent No. 1 have, however, placed different constructions on the extent to which the said fund could be utilised for employees who separated under a special scheme. That dispute *inter se* the Respondents is material only to the extent, that it cannot prejudice an employee who acted upon the Scheme offered by the Respondent No. 1.

7. *The Delhi Electricity Reform (Transfer Scheme) Rules, 2001*, also protected the continuity of service and required the transferee to stand in the place of the DVB in relation to statutory and employment-related schemes, including pension, gratuity and other terminal benefits. Rule 6(9) contemplated appropriate arrangements for funding terminal benefits to the extent they remained unfunded on the date of transfer. The record thus, discloses a deliberate legislative as well as contractual effort to preserve the service-related benefits of the employees notwithstanding the change in the employing entity.

8. On 18.12.2003, the Respondent No. 1 issued Office Order No. HR/BYPL/2003-04/SVRS-001 introducing the Special Voluntary Retirement Scheme, 2003 (hereinafter referred to as 'SVRS-2003'). The Scheme was not an ordinary request for voluntary retirement under Rule 48A. It was a time-bound package offered by the successor Distribution Company to its regular transferred employees and was to operate on the terms set out in the Office Order, which is Annexure P-1.

9. **Clause 1.1 of SVRS-2003 is the starting point. It provides that “the Scheme shall apply to all the regular employees of BYPL, who have completed 10 years of service from the date of joining Delhi Vidyut Board (DVB) or have attained the age of 40 years as on the date of this**



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**Office Order.”** Clause 1.2 permitted an eligible employee to seek special voluntary retirement by making a written request to the Competent Authority within the prescribed period. The express eligibility threshold was, therefore, ten years of service from joining the DVB or forty years of age, and not twenty years of qualifying service as contemplated under Rule 48A.

**10. Clauses 1.3.1 and 1.3.2 excluded employees serving under uncompleted bonds and persons who were not regular employees. Clause 5.1** required three months’ notice but expressly preserved the right of the Company to relieve an employee even from the date of acceptance. **Clause 7.1** kept the Scheme open from 22.12.2003 at 09:30 a.m. till 31.12.2003 at 05:00 p.m., while **Clause 9.1** required an eligible employee to apply in the prescribed format during the said period. These provisions disclose a self-contained mechanism for a special exit, with acceptance remaining in the hands of the Competent Authority.

**11.** The financial inducement was equally significant. **Clause 2.1.1** offered compensation of sixty days’ salary, comprising basic pay and dearness allowance as applicable on 31.12.2003, for each completed year of service, subject to the alternative computation in **Clause 2.1.2** and the applicable ceiling. **Clause 2.1.3** contemplated enhancement depending upon the number of optees. **Clause 3.1** separately provided an early bird incentive of Rs. 10,000/- for an Application made on 22.12.2003 and Rs. 5,000/- for an Application made on 23.12.2003. The Scheme was thus, plainly designed to induce an early and irrevocable separation.

**12. Clause 4.1** grouped the other retirement benefits. It provided for earned leave encashment under **Clause 4.1.1**; gratuity under **Clause 4.1.4**;



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pension under **Clause 4.1.5**; medical benefits under **Clause 4.1.6** and any other benefit applicable on retirement under **Clause 4.1.7**. **Clause 4.1.5** used clear language, namely, “*Pension as per rules payable by DVB Pension Trust.*” Pension was, therefore, placed in the list of benefits available upon an accepted retirement; it was not expressed as a benefit available only after satisfaction of a further twenty-year condition.

**13.** **Clause 4.2** provided that “all above Terminal benefits under para 4.1 above except 4.1.2, 4.1.3 and 4.1.7 *shall be paid by the Pension Trust, which the employee will have to directly claim from the Trust.*” The same Clause assigned the remaining payments to BYPL. The allocation of the paying Agency does not dilute the benefit promised under Clause 4.1.5. read with Clause 4.2; the Scheme assured pension and specified the mechanism by which it was to be claimed; it did not authorise the Respondent No. 1 to deny the benefit altogether by invoking an eligibility condition not stated in SVRS-2003.

**14.** The Petitioner fulfilled the stated conditions. *He applied for retirement under SVRS-2003 on 31.12.2003, within the validity period.* His Application was accepted by the Competent Authority on the same date, and the acceptance Order released him from the service of the Respondent No. 1 w.e.f. 31.12.2003, after handing over charge. The relationship of employment thus came to an end not by resignation or abandonment, but by an accepted separation under the very Scheme which contained the pension promise.

**15.** The *Statement of Terminal Benefits* placed on record, shows the date of appointment of the Petitioner as 08.06.1987, the date of separation as 31.12.2003 and the length of qualifying service, including weightage if any,



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as 16 years. It records his average basic pay for the last ten months as Rs. 10,525/- and his last basic pay drawn as Rs. 10,700/-. Significantly, the columns for pension before commutation, amount of pension commuted and reduced monthly pension after commutation, record Rs. 0.00. The document is contemporaneous evidence that pension and commutation were not paid at all.

**16.** The payments that were made, did not cure the said omission. The record discloses payment of ex-gratia of Rs. 5,88,082/-, Early Bird Incentive of Rs. 7,500/-, gratuity of Rs. 1,36,104/-, leave encashment of Rs. 1,67,295/-, service gratuity of Rs. 2,13,896/-, interest at 8% on leave encashment and gratuity of Rs. 1,01,133/- and interest on service gratuity of Rs. 99,818/-. These figures are separately identified in the Counter-Affidavit of the Respondent No. 1. None of them is described as arrears of pension or commuted pension.

**17.** The terminal dues were ultimately paid on 31.03.2008 pursuant to the Orders dated 02.07.2007, 08.10.2007 and 25.01.2008 passed in W.P.(C) 5198-99/2005, the Judgment dated 02.07.2007 being reported as 142 (2007) DLT 65. The Order dated 25.01.2008 concerned the interim disbursement of gratuity, leave encashment and commutation wherever applicable. The Petitioner was accordingly, paid the amounts referred to above, *but no pension was released and no commutation could be made, as the pension column continued to show nil.*

**18.** It is pertinent to advert to the correspondence immediately preceding the exercise of option by the Petitioner. *Vide* letter No. BSES/HR/2003-04/2/62 dated 19.12.2003, marked as Annexure P-4 and Annexure R-6, the Respondent No. 1 informed the Trust of SVRS-2003 and stated that gratuity,



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pension and other benefits were payable by the Trust, as per the Rules applicable to retiring employees. The Letter then set out Rule 48B and sought confirmation that the qualifying service could be increased by a period not exceeding five years, subject to the ceiling of thirty-three years and the condition that the employee was not taken beyond the date of superannuation.

**19.** The Trust replied vide letter No. SECY/ETBF/104 dated 29.12.2003, marked as Annexure R-7. The confirmation was in these terms: "It is confirmed that five-year weightage could be given to all those employees who are opting for SVRS under the above-mentioned orders and are eligible under the provision of Rule 48-B of C.C.S. Pension Rules." This was not a post-litigation explanation. It was the response of the Trust to the query of the employer, made while the employees were still deciding whether to leave service.

**20.** The Respondent No. 1 thereafter issued Circular No. HR/2003-04/BYPL/SVRS/C-001 dated 29.12.2003, marked as Annexure P-3 and Annexure R-8. The Circular expressly referred to the Office Order dated 18.12.2003, recorded that clarification had been sought from DVB ETBF 2002 regarding the five-year weightage under Rule 48-B, and reproduced the confirmation of the Trust verbatim "for benefit of all". It was distributed to the management, finance, human resources and field offices and on all Notice Boards. It is difficult to treat such a document as irrelevant to the meaning on which the employees were invited to act.

**21.** The chronology is significant. The Respondent No. 1 sought the clarification on 19.12.2003; **the Trust confirmed the availability of weightage on 29.12.2003; the Respondent No. 1 circulated that**



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**confirmation on the same date;** and the Petitioner submitted his Application on 31.12.2003.

**22.** Pension was not released after the separation of the Petitioner. He gave his Representations dated 06.12.2004, 28.07.2005, 25.02.2006 and 08.05.2006, placed on record as Annexure P-5 (Colly), **wherein he referred to the ten-year eligibility in SVRS-2003, the Rule 48-B correspondence, the confirmation of the Trust and the practice followed by NDPL.** The formal rejection was communicated vide letter No. DM(HR)CSO/2005-06/1798 dated 29.08.2005, Annexure P-6, **on the stated ground that he had not rendered twenty years of service.**

**23.** The rejection was reiterated *vide* Letter dated 12.05.2006 written by Mr. Udit Mehta, Deputy Manager (HR). The said letter acknowledged that employees who had completed ten years from joining the DVB or had attained forty years of age were eligible to apply, but drew a distinction between eligibility to apply and entitlement to pension. It was further stated that the five-year weightage applied only to employees having twenty years of qualifying service and that the Petitioner was, therefore, ineligible.

**24.** *The question which falls for consideration is whether the said post-separation construction can displace the Scheme and the contemporaneous correspondence of the Respondents themselves.*

**25.** It is submitted on behalf of the Petitioner that Clause 4.1.5 is an express term of the package which became enforceable when the Petitioner accepted SVRS-2003, surrendered his continuing employment and was released thereunder. The Respondent No. 1 cannot rely upon the Scheme to secure the exit of the Petitioner and thereafter, disown the pensionary benefit which formed part of the consideration for that exit. The words “*as per*



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*rules*”, regulate the manner of computation and payment; they do not introduce a further eligibility condition, which the Scheme itself does not state.

26. It is further submitted that **Rule 49(2)(b)** provides for proportionate pension where a Government servant retires with qualifying service of not less than ten years, but less than the full qualifying service. It is submitted that SVRS-2003 supplies the entitlement, and Rule 49(2)(b), read with the Scheme, supplies a rational and lawful basis for quantifying it. **Rule 48B**, it is submitted, then permits addition of upto five years, subject to the prescribed ceiling and the date of superannuation.

27. It is further asserted that, if the five-year weightage were found applicable, the Petitioner's qualifying service would exceed twenty years. The said contention, however, is considered separately while examining the applicability of Rule 48-B.

28. The Petitioner has also placed the matter in a broader constitutional context. It is submitted that pension is not a bounty or charity, but is deferred remuneration and a right earned through service. Reliance is placed on *D.S. Nakara vs. Union of India, (1983) 1 SCC 305*, and on Articles 14, 16 and 21 of the Constitution of India.

29. It is further submitted that ex-gratia was compensation for premature separation, whereas gratuity, leave encashment, service gratuity and pension answer distinct fields; payment of one cannot be treated as an implied surrender of the other.

30. The **Respondent No. 1, in its Counter-Affidavit**, has submitted that the Petitioner had only about sixteen to sixteen and a half years of service and could not have retired under Rule 48A, which requires twenty years of



qualifying service. Rule 48B, according to the Respondent No. 1, is merely an adjunct to Rule 48A and cannot be pressed into service to create the eligibility, which is absent at the threshold. Reliance is placed on Bank of India vs. K. Mohandas, (2009) 5 SCC 313.

**31.** It is further submitted that Clause 4.1.5 speaks of “*pension as per rules*” and that the Trust is the body responsible for payment. It is contended that Rule 49 is quantificatory in character and cannot itself confer eligibility. Reliance is also placed on the fact that the Petitioner has received ex-gratia, the Early Bird Incentive, gratuity, leave encashment, service gratuity and interest, *and the claim for pension is characterised as an impermissible dual benefit*. The delay in approaching this Court, the earlier VRS litigation and the Orders of the Apex Court in the proceedings arising therefrom, are also relied upon, in opposition.

**32.** The Respondent No. 1 has further relied upon North Delhi Power Ltd. vs. Govt. of NCT of Delhi, 142 (2007) DLT 65, to submit that the special schemes were contractual and that any liability for a benefit outside the ordinary Pension Rules, could not be imposed upon the Trust. Reference is also made to Govt. of Delhi vs. North Delhi Power Ltd., 2015 SCC OnLine Del 11559, and to the proposition that Rule 49 does not dispense with the qualifying conditions for ordinary voluntary retirement. The submission, in substance, is that the Petitioner cannot use the Scheme and Rule 48B to rewrite the CCS Pension Rules.

**33. In Rejoinder, the Petitioner** has disputed that he waived any accrued right, by accepting the payments. It is pointed out that the service gratuity was not stated in SVRS-2003 to be a substitute for pension; that he was never told that pension would be unavailable, and that the Respondents



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cannot take advantage of their own delayed payment of terminal dues. It is reiterated that any dispute between the Respondent No. 1 and the Trust over reimbursement or funding, is an inter se dispute and cannot be converted into a defence against the claim of the employee.

**34.** The Judgment dated 23.05.2023 of the Coordinate Bench of this Court in *Kewal Krishan & Ors. vs. Delhi Vidyut Board & Anr., W.P.(C) 14448/2006*, was assailed in LPA No. 575/2023, titled *BSES Rajdhani Power Ltd. vs. Kewal Krishan & Ors.*, wherein its operation came to be stayed on 05.09.2023. The Appeal has since been decided vide Judgment dated 24.12.2025, whereby the Division Bench affirmed the entitlement of the SVRS-2003 optees to pension while modifying the directions as to quantum, liability and costs; and the Review preferred thereagainst stands dismissed vide Judgment dated 10.07.2026. The interim Order has consequently worked itself out.

**Submissions heard and the record perused.**

**35.** The case of the Petitioner is that he was a regular employee; he had joined the DVB on 08.06.1987 and had therefore completed well over ten years of service as on 18.12.2003; and he was also over forty years of age, his date of birth being 01.05.1962. He applied within the window prescribed by Clause 7.1, his Application was accepted on 31.12.2003, and he was released with effect from that date.

**36.** The Statement of Terminal Benefits records his qualifying service as sixteen years, which is in excess of ten years and less than twenty. He thereby, satisfied the only eligibility conditions stated in Clause 1.1 and acquired the benefit listed in Clause 4.1.5.

**37.** The Scheme needs to be read as a whole. Clause 1.1 identifies the



employees whom the employer invited to seek the special retirement; Clause 4.1.5 identifies pension as one of the benefits of an accepted retirement; and Clause 4.2 identifies the Trust as the paying agency. The words "as per rules" naturally refer to the manner in which pension is calculated, sanctioned and paid. *They cannot be converted into a concealed condition that an employee must first satisfy the twenty-year threshold of a different Rule under which he did not retire.*

**38.** That construction is not res integra. The distinction between a special voluntary retirement scheme, framed as a self-contained package to induce an early exit, and ordinary voluntary retirement governed by the general pension provisions, has engaged the Apex Court on more than one occasion. The same approach has been adopted by the Apex Court while construing comparable special voluntary retirement schemes.

**39.** The sole question for determination in the present Writ Petition is whether the Petitioner, who was released from service under SVRS-2003 upon completion of more than ten but less than twenty years of qualifying service, is entitled to pension in terms of Clause 4.1.5 of the said Scheme, or whether the expression "*as per rules*" occurring therein imports the twenty-year threshold of Rule 48-A of the CCS Pension Rules so as to deny him the benefit altogether.

**40.** The controversy falls for determination principally on the Scheme, the statutory framework, the correspondence between the Respondent No. 1 and the Trust, the Statement of Terminal Benefits, the rejection letters and the authorities placed before this Court.

**41.** In the case of National Insurance Co. Ltd. vs. Kirpal Singh, (2014) 5 SCC 189, the Apex Court *distinguished a special voluntary retirement*



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*scheme* from *ordinary voluntary retirement* under a general pension provision requiring twenty years of qualifying service. It was observed that a provision for payment of pension is a beneficial provision, which ought to receive a liberal interpretation so as to serve the object underlying such a scheme.

**42.** This question as raised in the present Petition, has been answered in the Judgment in *Kewal Krishan & Ors. vs. Delhi Vidyut Board & Anr.*, W.P.(C) 14448/2006, decided on 23.05.2023, Neutral Citation No. 2023:DHC:3552, wherein the Coordinate Bench of this Court, considered SVRS-2003 and held that employees who had completed ten years of service and had been released thereunder could not be denied pension on the ground that they had not completed twenty years of qualifying service under Rule 48-A.

**43.** Likewise, in *Assistant General Manager vs. Radhey Shyam Pandey*, (2020) 6 SCC 438, a three-Judge Bench of the Apex Court held that a voluntary retirement scheme framed pursuant to a Government-approved exercise, under which pension was extended as a special measure upon a shorter period of service, was binding upon the employer, which could not resile therefrom by taking shelter under its own Pension Rules prescribing a longer qualifying period which it had not amended.

**44.** That Judgment was assailed in LPA No. 575/2023, which was decided by the Division Bench on 24.12.2025. The Scheme there considered identical provisions which fall for consideration in the present Petition.

**45.** The **Division Bench** held that "qualifying service", as defined in Rule 3(q) of the CCS Pension Rules, *means service rendered while on duty, and is not confined to service rendered after an employee became a member of the Trust Fund*. It was observed that **the employees had been permitted to**



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**retire voluntarily on completion of ten years of service from the date of joining the Board**, which period would otherwise have been twenty years, and that there was accordingly no reason why the service rendered by them, admittedly in excess of ten years, should not constitute qualifying service under Rule 3(q).

**46.** It was further held that a provision of general application must concede to a special provision, and that SVRS-2003, which permitted voluntary retirement on completion of ten years of service or on attainment of forty years of age as on 18.12.2003, prevails over Rules 48-A and 49 of the CCS Pension Rules, which govern employees not covered by the Scheme.

**47.** Upon a conjoint reading of Clauses 1.1, 1.2 and 4 of SVRS-2003 with Rules 3(q), 48-A, 48-B and 49, the Division Bench concluded employees who had completed between ten and twenty years of service **reckoned from the date of joining the Board** are entitled to proportionate pension.

**48.** As to liability, the Division Bench held that the liability to pay pension for the period upto the date on which the employee attains sixty years of age, shall be on the SVRS RTBF, 2004, which shall be reimbursed by the DVB Pension Trust, and that the remaining part of the pension shall be paid by the appropriate authority under the CCS Pension Rules or the applicable law. As to interest, the direction of the learned Single Judge for payment of interest at twelve per cent per annum was not sustained, and in its place the costs were enhanced to Rs. 50,000/- payable to each of the writ petitioners, expressly by way of recompense for the loss of interest.

**49.** The decision in *Bank of India vs. K. Mohandas*, (2009) 5 SCC 313, arose under statutory Service Regulations governing bank officers, and does



not detract from the position settled by the Division Bench in respect of SVRS-2003. The facts involved therein are distinguishable.

**50.** The Petitioner has **additionally pressed for the benefit of the five-year weightage under Rule 48-B**, relying upon the letter dated 19.12.2003, the confirmation dated 29.12.2003 of the Trust and the Circular of even date. The said correspondence is relevant, and has been noticed hereinabove, as demonstrating the understanding on which the employees were invited to act. **However, Rule 48-B, on its own terms, operates in respect of a Government servant retiring under Rule 48(1)(a) or Rule 48-A of the CCS Pension Rules, Clause (k) of Rule 56 of the Fundamental Rules or Clause (i) of Article 459 of the Civil Service Regulations;** and the confirmation of the Trust dated 29.12.2003 was itself in terms conditional, being confined to employees "*eligible under the provision of Rule 48-B of C.C.S. Pension Rules*".

**51.** It would be neither appropriate nor necessary to travel beyond the relief so moulded. The entitlement of the Petitioner arises **from Clause 4.1.5 of SVRS-2003**, and is accordingly held to be to proportionate pension, **computed in accordance with Rule 49(2)(b) of the CCS Pension Rules** upon the qualifying service reckoned in terms of Rule 3(q).

**52.** The *plea of dual benefits, also fails to persuade*. Ex-gratia under Clause 2.1 was the consideration for the premature separation, and the early bird amount was a separate inducement under Clause 3.1. Gratuity and leave encashment are distinct terminal benefits, while service gratuity was paid as an interim or consequential amount in the terminal dues exercise. Pension under Clause 4.1.5 is a recurring benefit founded on service. SVRS-2003 placed these benefits in separate Clauses and contains no provision making



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pension conditional upon surrender or repayment of the other benefits. The receipt of the said amounts by the Petitioner is, therefore, no answer to the claim for pension. It may, however, be noticed that the Petitioner has himself stated in his Rejoinder that he is willing to have any amount found to have been paid to him without authority adjusted against his pensionary arrears. Liberty is accordingly reserved to the paying Agency to make such adjustment in accordance with law.

**53. *The allocation of liability inter se the Respondents cannot be placed at the door of the Petitioner,*** and in any event now stands governed by the Judgment dated 24.12.2025. The Trust was created with a substantial corpus for pension and terminal liabilities. If the Trust considers that the particular payment must ultimately be funded by the Respondent No. 1 or through an additional contribution, that is an *inter se* matter to be worked out in accordance with the governing arrangements and the directions of the Division Bench. It cannot be pressed into service to deny the Petitioner the pension which the Respondent No. 1 offered, upon which it accepted his separation, and which it represented would be payable through the Trust.

**54. *The objection of delay and laches is equally unpersuasive.*** The Petitioner pursued the matter through Representations, and the denial was repeated in the year 2006. Pension is a recurring service-related benefit and its non-payment, gives rise to a continuing grievance. In any event, the Petition remained pending after the pleadings stood completed in the year 2013, for reasons not attributable to the Petitioner, and the objection of laches is, in these circumstances, without substance.

**55.** In the considered opinion of this Court, the rejection communicated vide letter No. DM(HR)CSO/2005-06/1798 dated 29.08.2005, and reiterated



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vide letter dated 12.05.2006, proceeded upon a legally erroneous premise. It treated Rule 48-A as the exclusive source of pension and denied the benefit expressly promised under Clause 4.1.5 by importing a twenty-year threshold which SVRS-2003 was designed to render unnecessary for those opting out. Such a construction preserves that part of the package which is favourable to the employer and discards that part which was acted upon by the employee. It is contrary to SVRS-2003, and **stands negated by the Judgment in Kewal Krishan & Ors. (supra).**

### **Conclusion and Relief:**

**56. The Writ Petition is accordingly, allowed.** The letter No. DM(HR)CSO/2005-06/1798 dated 29.08.2005 and the further rejection communicated vide letter dated 12.05.2006, are set aside. The Petitioner is held entitled to **proportionate pension** under Clause 4.1.5 of SVRS-2003 read with **Rule 49(2)(b)** of the CCS Pension Rules, with effect from 01.01.2004, being the date following his release from service.

**57.** The qualifying service of the Petitioner shall be reckoned in terms of **Rule 3(q)** upon the service rendered by him from 08.06.1987 until 31.12.2003. The pension shall be computed upon the average emoluments of Rs. 10,525/- recorded in the Statement of Terminal Benefits, subject to verification of the precise service computation and the applicable Rules.

**58.** The liability to pay pension for the period upto the date on which the Petitioner attained the age of sixty years, i.e. **30.04.2022**, shall be on the **SVRS Retirees' Terminal Benefit Fund, 2004**, which shall be reimbursed by the **Respondent No. 3/DVB Employee's Terminal Benefit Fund Trust, 2002**; and the pension for the period thereafter, shall be paid by the



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appropriate authority in accordance with the CCS Pension Rules or the applicable law. The Respondent No. 1 shall forthwith furnish the complete service particulars of the Petitioner to the paying Agency and shall render all assistance necessary for computation and release.

**59.** A complete due-and-drawn statement setting out the monthly pension and the arrears from 01.01.2004 shall be prepared and furnished to the Petitioner. **Commutation of pension, if and when applied for by the Petitioner, shall be considered and dealt with in accordance with the Central Civil Services (Commutation of Pension) Rules, 1981.**

**60.** Further, in terms of the Judgment in *Kewal Krishan & Ors. (supra)*, **in place of interest on the arrears**, the Petitioner shall be paid **costs quantified at Rs. 50,000/-**, payable by the Respondent No. 1.

**61.** The exercise of computation and disbursement shall be completed within three months from the date of receipt of a certified copy of this Judgment. The Petitioner shall thereafter, continue to receive monthly pension in accordance with law.

**62.** The Respondents shall be at liberty to work out, inter se, the ultimate accounting of the amounts payable, but **no such exercise shall delay or diminish** the pensionary entitlement of the Petitioner.

**63.** *The Writ Petition is allowed in the above terms, along with pending Applications, if any.*

**(NEENA BANSAL KRISHNA)**  
**JUDGE**

**AUGUST 21, 2026/RS**