

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO. 2703 OF 2002

Suryaprakash S/o Gopinath Dantkale .. Petitioner

Versus

Central Bank of India and others .. Respondents

Ms. Dipali Jape-Ansingkar, Advocate for the Petitioner.
Shri V. N. Upadhye and Shri Ashok Zarkar, Advocates for
Respondent Nos. 1 to 4.

**CORAM : S. V. GANGAPURWALA AND
A. I. S. CHEEMA, JJ.**

DATE : 16TH APRIL, 2015.

PER COURT :

. Mrs. Ansingkar, the learned counsel for the petitioner states that, the petitioner was appointed in the year 1970 as a clerk and promoted as an All India Officer in the Scale I in the year 1975. In the year 1977 the management of the respondents gave option to the existing officers either to opt new scale or to retain the old scale. The petitioner opted for the old scale. In the year 1982 also the respondents offered option to the petitioner, however, the petitioner preferred to remain in old scale. It was clarified in the year 1997 by respondents that, the persons in the old scale would continue to remain in old scale in future till their further promotion in the higher scale. In the year 1987 due to

maximum ceiling on dearness allowance, the persons who opted the old scale were losers. The learned counsel submits that, in the year 1998 there was an agreement between officers association and Indian Bank Association, wherein it was agreed that the officers in the old pay scale will be brought to the new scale with effect from April 1997. Instead of that, the Zonal Officer, Pune brought back the petitioner to the 10th stage of basic pay. The same is illegal. The officers who were junior to the petitioner by 10 years were drawing more salary than the petitioner. The same is not permissible. The learned counsel submits that, the petitioner cannot be paid less salary than the juniors. For the said purpose the learned counsel relies on the judgment of the Apex Court in a case of **Er Gurcharan Singh Grewal and another Vs. Punjab State Electricity Board and others** reported in (2009) 3 SCC 94, so also the judgment of the Division Bench of this Court in a case of **Sudamrao Keshavrao Aher and others Vs. The State of Maharashtra and others** reported in 2014(1) All M.R. 697.

2. The learned counsel submits that, the petitioner is not raising any claim with regard to Voluntary Retirement Scheme, but is claiming the difference of the pay scale during the service period.

3. Mr. Upadhye, the learned counsel for respondents submits that, the petitioner opted for the Voluntary Retirement Scheme (for short "V.R.S."). The whole amount in lump sum has been paid. As per Clause 9.12 of the V.R.S. scheme no claim subsequent to the voluntary retirement is tenable. The learned counsel relies on the judgment of the Apex Court in a case of **A. K. Bindal and another Vs. Union of India and another** reported in **AIR 2003 SC 2189** and another judgment in a case of **HEC Voluntary Retd. Emps. Welfare Soc. and another Vs. Heavy Engineer Corporation Ltd.** reported in **AIR 2006 SC 1420**, so also the judgment in a case of **ITI Ltd. Vs. ITI Ex/VR Employees/Officers Welfare Association and others** reported in **(2010) 12 SCC 347**.

4. The learned counsel for the petitioner submits that, the amount under the VRS is obtained under protest, as such, it cannot be said that the petitioner has voluntarily accepted the amount.

5. We have considered the submissions canvassed by the learned counsel for respective parties. It is not disputed that, the petitioner has received the amount under V.R.S. scheme and has opted for voluntary retirement. Clause 9.12 of the said scheme reads as follows :

"9.12 The benefits payable under this scheme shall be in full and final settlement of all claims of whatsoever nature, whether arising under the scheme or otherwise to the employee. An employee who voluntarily retired under this scheme will not have any claim against the bank or whatsoever nature and no demand or dispute or difference will be raised by him or on his behalf whether for re-employment or compensation or back wages including employment of any of his relative on compassionate grounds in the service of the bank or for any other benefit whatsoever."

6. The case of the petitioner is that, since 1987 the petitioner was drawing less salary than his juniors. Though his grievance is of the year 1987, for the first time the grievance is raised by the petitioner by filing present writ petition in the year 2002 that is after long slumber of 15 years.

7. The Apex Court in a case of **HEC Voluntary Retd. Emps. Welfare Soc. and another Vs. Heavy Engineer Corporation Ltd.** *referred supra* has observed that, pay revision retrospectively is not permissible, once the employee takes the benefit of voluntary retirement scheme. The terms and conditions of the V.R.S. are not governed by any statute or statutory rules. The voluntarily retired employees are distinct class. Neither they are discharged employees nor they are superannuated employees. It is also held by the Apex Court in a case of **A. K. Bindal and another Vs. Union of India**

and another *referred supra* that, once VRS is accepted, no claim can be made after acceptance of such benefit. It includes all claims involved in pending litigation and there is complete cessation of the jural relationship between employer and employee. It has also been held by the Apex Court in a case of **ITI Ltd. Vs. ITI Ex/VR Employees/Officers Welfare Association and others** *referred supra* that, if an employee gets benefit under V.R.S, whether right or wrong, it cannot be reopened.

8. In case, the petitioner was not agreeable with the amount received under the V.R.S. or had some of his claim not decided, the petitioner could have opted to withdraw himself out of the V.R.S. and could have continued in employment. However, the petitioner has accepted the terms and conditions of V.R.S.

9. In the light of the above, no case for interference is made out. The writ petition as such is disposed of. Rule discharged. No costs.

[A. I. S. CHEEMA, J.]

[S. V. GANGAPURWALA, J.]