

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR.JUSTICE K.VINOD CHANDRAN

MONDAY, THE 14TH DAY OF SEPTEMBER 2015/23RD BHADRA, 1937

WP(C).No. 35400 of 2005 (L)

PETITIONER(S):

**K.R.RAVEENDRANATHAN NAIR,
HIGHER GRADE ASSISTANT, SR. NO.537384
L.I.C. OF INDIA, BRANCH OFFICE, NEYYATTINKARA.**

**BY ADVS.SRI.B.GOPAKUMAR
SMT.CHINCY GOPAKUMAR
SRI.ASWIN GOPAKUMAR
SRI.ANWIN GOPAKUMAR**

RESPONDENT(S):

- 1. LIFE INSURANCE CORPORATION OF INDIA,
REPRESENTED BY SENIOR DIVISIONAL MANAGER
DIVISIONAL OFFICE, POST BOX NO.1001
THIRUVANANTHAPURAM-695 004.**
- 2. THE ZONAL MANAGER,
L.I.C. OF INDIA, ZONAL OFFICE, CHENNAI.**
- 3. THE CHAIRMAN,
LIFE INSURANCE CORPORATION OF INDIA, CENTRAL OFFICE
YOGAKSHEMA, JEEVAN BHEEMA MARGH, BOMBAY-400 021.**

**R,R1 TO 3 BY ADV. SRI.R.S.KALKURA
R BY SRI.R.S.KALKURA, SC FOR LIC**

**THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD
ON 14-09-2015, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:**

APPENDIX

PETITIONERS EXHIBITS:

- EXT.P1 COPY OF LETTER NO.OS/SALARY DATED 16.09.04 ISSUED BY
1ST RESPONDENT.**
- EXT.P2 COPY OF LETTER DATED 9.2.04 SUBMITTED TO THE 1ST
RESPONDENT.**
- EXT.P3 COPY OF REPRESENTATION DATED 16.2.05 TO THE 2ND
RESPONDENT.**
- EXT.P4 COPY OF LETTER NO.P&IR DATED 23.11.2005 ISSUED BY 1ST
RESPONDENT.**
- EXT.P5 COPY OF REPRESENTATION DATED 13.10.05 TO THE 1ST
RESPONDENT.**
- EXT.P6 COPY OF LETTER NO.OM/NYTA DTD.14.10.05 ISSUED BY 1ST
RESPONDENT.**

RESPONDENTS EXHIBITS:

- EXT.R1(A) COPY OF THE CIRCULAR NO.PERSONNEL/IRZD/687/ASP/89
DATED 2.6.89.**
- EXT.R1(B) COPY OF THE AWARD DATED 172000 IN ID NO.35/1997 ON THE
FILE OF THE INDUSTRIAL TRIBUNAL KKOLLAM.**

// TRUE COPY //

PA TO JUDGE.

SB

K. VINOD CHANDRAN, J.

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W.P.(C) No.35400 of 2005 - L

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Dated this the 14th day of September, 2015

J U D G M E N T

The petitioner has filed the above writ petition challenging the recovery sought to be effected from his salary for excess payment made on a wrong fixation and for permission to make an option; to be exercised as provided in Ext.R1(a). Primarily it is to be noticed that even going by the order dated 17.11.2011, it is an admitted fact that the petitioner had raised the issue before the Industrial Tribunal, which held against him; which order has not been challenged herein.

2. In any event, the issue raised is covered by a decision of the Hon'ble Supreme Court reported in **O.K. Udayasankaran and others v. Union of India and others [AIR 1996 SCC 1901]**. The issue was with respect to implementation of Ext.R1(a) brought out on 02.06.1989. The petitioner, an

Ex-Service man after discharge from the Defence Service was appointed subsequent to Ext.R1(a); on July 1989. The pay fixation on re-employment, as per Ext.R1(a), was to be made as per clause 3.1. However, the same was wrongly made as per clause 3.7, which is applicable only to the existing Ex-Service employees. The issue had been addressed by the Hon'ble Supreme Court in the aforecited decision.

3. The controversy arose since from 01.01.1988 the L.I.C decided to grant those Ex-service men employed by the L.I.C; the benefit of drawing pension without any adjustments being made from the salary on re-employment. However, the existing employees did not have the said benefit. To mitigate their grievances, the L.I.C introduced clause 3.7 and 3.8, which was only with respect to the serving employees, as on 01.01.1988, who were not given the benefit of retaining both the pension and the entire salary on re-employment. A specific fixation with respect to them; categorising them as those

employed within three years of discharge from Armed Services and after three years was made as per clause 3.7 and 3.8.

4. The Hon'ble Supreme Court clearly found that the clause 3.7 and 3.8 of Ext.R1(a) are applicable only to existing employees. The option-cum-consent also obviously is applicable only to existing employees and none who was appointed after Ext.R1(a) could claim for exercise of such option.

In such circumstance, the writ petition is found to be devoid of merit and the same would stand dismissed for reasons stated above. No costs.

**Sd/-
K. VINOD CHANDRAN,
JUDGE**

SB

// true copy //

P.A to Judge.