IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

LPA No.1154 of 2015(O&M)

Date of decision:11.8.2015

Sukhdev Raj ....Appellant

VERSUS

Union of India and others .....Respondents

CORAM: HON'BLE MR. JUSTICE HEMANT GUPTA

HON'BLE MR. JUSTICE SHEKHER DHAWAN

Present: Mr. Sapan Dhir, Advocate for the appellant.

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HEMANT GUPTA, J.

The present Letters Patent Appeal under Clause X of the Letters Patent is directed against an order passed by learned Single Bench of this Court on 02.07.2015 whereby the claim of the appellant for right to opt for Special Voluntary Retirement Package in terms of Clause 15C of General Insurance (Rationalization of Pay Scale and Other Conditions of Service of Development Staff) Scheme, 2003 (for short 'the Scheme'), as amended was declined.

The appellant, a Development Officer, has claimed right to opt for the Scheme even beyond 60 days period as mentioned in Clause 15C of the Scheme. It is not necessary to go into the background which led to incorporation of Clause 15C of the Scheme. Suffice to state that after long drawn issues in the Courts, the Central Government framed a scheme for rationalizing the pay-scales and other conditions of Development Staff including for grant of Special Voluntary Retirement Package. Clause 15C has been inserted vide notification dated 02.01.2013 published in the Gazette on 03.01.2003 and circulated vide communication dated 13.01.2003 by the Insurance Companies to its Officers. Clause 15C reads as under:-

> "15C. Special Option-(1) A Development Officer may within sixty days of the commencement of the General Insurance (Rationalisation of Pay Scales and other conditions of Service of Development Staff) Amendment Scheme; 2003 opt-
>
> (a) for Special Voluntary Retirement Package as per Annexure –I appended hereto; or
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> (b) to render his services as Development Officer (Administration) under paragraph 21A, as per Annexure II.
>
> (2) A Development Officer, who does not exercise any of the options under sub-para graph (1) within the stipulated period of sixty days, shall continue to render services as such under the General Insurance (Rationalisation of Pay Scales and other conditions of Service of Development Staff) Amendment Scheme, 2003."

Admittedly, the appellant has not opted for Voluntary Retirement Package within 60 days. Therefore, the consequences as mentioned in Clause 2 of the Scheme became applicable so far as the appellant is concerned.

The appellant has sought to exercise option after the expiry of 60 days for the reason that there was an interim order of stay granted by this Court on 31.03.2003. Therefore, the appellant was prevented by an act of Court to opt for the Scheme in terms of

Clause 15C of the Scheme. It is also contended that the period of 60 days has to be counted from the day the Scheme was circulated on 21.02.2003 as averred by the petitioner in para 7 of the writ petition. Therefore, the interim order came to be passed within 60 days granted to opt for the Scheme, which prevented the appellant from opting in terms of Clause 15C of the Scheme.

Learned counsel for the appellant also refers to the judgment of Hon'ble Supreme Court reported as (2008) 5 SCC 472 titled National Insurance Company Limited v. General Insurance Development Officers Association and others, to contend that unless the appellant was aware of the promotional prospects and the wage revision, he could not opt in terms of Clause 15C of the Scheme.

We have heard learned counsel for the appellant and find no merit in the present Letters Patent Appeal.

Clause 15C was published in the Gazette on 03.01.2003. It is the said date from which the period of 60 days is to be determined. The Gazette is deemed to be a public notice and, therefore, the Circular by the Officers of the Bank will not extend the period of 60 days. The petitioner has referred to Circular (Annexure P-2) circulating the scheme for information of the Officers of the Bank. Even if 60 days' period is to be calculated in terms of the Circular issued, the 60 days came to end before the grant of stay by this Court on 31.03.2003.

In the National Insurance Company's case, referred to by the learned counsel for the appellant, the direction was regarding the framing of the policy in respect of the promotional prospects and the wage revision. The said direction has nothing to do with an option sought in terms of Clause 15C of the Scheme.

Since the appellant has not opted for the scheme within the time granted, he cannot seek for option after more than 14 years as found by the learned Single Judge.

We do not find any error in the order passed by the learned Single Judge, which may warrant interference in the present intra Court appeal.

Dismissed.

(HEMANT GUPTA)
JUDGE

AUGUST 11, 2015
'D. Gulati'

(SHEKHER DHAWAN)
JUDGE