

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

WRIT PETITION NO. 1300 OF 2014

Rajiv Kumar Gupta	}	Petitioner
versus		
SBI Life Insurance Company	}	
Limited and Anr.	}	Respondents

Mr. I. M. Chagla - Senior Advocate with
Mr. Simil Purohit, Mr. Gauraj Shah and
Mr. Manish Doshi i/b. M/s. Vimadalal and
Co. for the petitioner.

Mr. Sudhir Talsania - Senior Advocate
with Mr. Sagar Seth, Mr. Indrajeet
Hingane and Ms. Ruta Deodhar
i/b.M/s.Bhave and Co. for the
respondents.

**CORAM :- S. C. DHARMADHIKARI &
B. P. COLABAWALLA, JJ.**

DATED :- DECEMBER 16, 2016

P.C. :-

1. When this writ petition was placed before us, after a brief hearing, we put it to both sides as to why there cannot be an amicable end to the dispute arising out of the issuance of a communication dated 23rd April, 2014. That is styled as "the order of termination" of the petitioner's services.

2. Aggrieved by that, the present petition was filed. We put it to the learned senior counsel appearing for the petitioner as well

as the contesting respondent no. 1 as to why the petitioner cannot be given an opportunity to establish himself in life afresh and upon ceasing from the employment with respondent no. 1. The further suggestion was that this would be an amicable end to the service relationship. The petitioner would tender his resignation effective as on 23rd April, 2014. That would be a resignation operative forthwith. There is no question, therefore, of its acceptance, but formally it would be treated as accepted by the first respondent and effective from that date. Thereafter, the termination letter/order dated 23rd April, 2014 will have no legal effect. That would stand withdrawn. All allegations in the prior correspondence/communications/letters, made by the petitioner and the respondent would stand withdrawn. There would be no stigma attached and it would be a resignation simplicitor from the services of respondent no. 1, but as stated by Mr. Talsania, on instructions, without any financial repercussions from either side.

3. We are happy that these suggestions of the court have been accepted. The petitioner shall be taken to have demitted his office by tendering a resignation effective from 23rd April, 2014. From that date, the relationship as master and servant between respondent no. 1 and the petitioner comes to an end. The

resignation being voluntary and accepted, the letter of termination does not survive. It stands withdrawn and effective from that date itself. The allegations made by respondent no. 1 are also withdrawn. Equally, all allegations made by the petitioner either in the prior correspondence or pleadings stand withdrawn. Equally, all the allegations in the present pleadings in the writ petition by respondent no. 1 stand withdrawn. There would be no financial repercussions. Respondent no. 1 would have no-objection to the petitioner taking up any job/employment, including with any competitor firm or company. They would also not raise any objection based on the past relationship.

4. The writ petition is disposed of in the above terms. We clarify that once we have disposed of the writ petition in this manner, we have not expressed any opinion on the merits of the rival contentions, particularly on the maintainability of a writ petition under Article 226 of the Constitution of India against the first respondent.

(B.P.COLABAWALLA, J.) (S.C.DHARMADHIKARI, J.)