

THE HON'BLE SRI JUSTICE A.V. SESA SAI

WRIT PETITION No.12033 of 2003

ORDER:

This Writ Petition, filed under Article 226 of the Constitution of India, challenges the proceedings of the 1st respondent, dated 28-11-2002 as confirmed by the 2nd respondent vide proceedings No.NSL/EST/1204, dated 07-03-2003 imposing punishment of cut of two increments.

Heard, Sri T. Bheemsen, learned counsel for the petitioner and Sri N. Vasudeva Reddy, learned Standing Counsel for respondents.

At the hearing, a preliminary objection on the maintainability of the writ petition is taken by the learned Standing Counsel for respondents stating that on 30-04-2003 the petitioner herein received the V.R.S. benefits and left the organization without any protest and in support of the same learned Standing Counsel has placed on record the receipt obtained from the petitioner. It is also submitted by learned Standing Counsel that the respondent organization is not in operation now and is closed. It is further submitted by learned Standing Counsel that as per the law laid down by the Hon'ble Apex Court in case of **A.K. Bindal and another**

v. Union Of India and others¹ with the receipt of V.R.S. benefits by the petitioner, jural relationship between the employer and the employee ceased to exist, as such the relief claimed by the writ petitioner cannot be entertained. In this context it may be appropriate to refer to paragraph No.34 of the said judgment as under:

“34. This shows that a considerable amount is to be paid to an employee ex-gratia besides the terminal benefits in case he opts for voluntary retirement under the Scheme and his option is accepted. The amount is paid not for doing any work or rendering any service. It is paid in lieu of the employee himself leaving the services of the company or the industrial establishment and forgoing all his claims or rights in the same. It is a package deal of give and take. That is why in business world it is known as 'Golden Handshake'. The main purpose of paying this amount is to bring about a complete cessation of the jural relationship between the employer and the employee. After the amount is paid and the employee ceases to be under the employment of the company or the undertaking, he leaves with all his rights and there is no question of his again agitating for any kind of his past rights, with his erstwhile employer including making any claim with regard to enhancement of pay scale for an earlier period. If the employee is still permitted to raise a grievance regarding enhancement of pay scale from a retrospective date, even after he has opted for Voluntary Retirement Scheme and has accepted the amount paid to him, the whole purpose of introducing the Scheme would be totally frustrated.”

¹ (2003) 5 Supreme Court Cases 163

There is absolutely no dispute with regard to the reality that the petitioner herein left the respondent organization long back i.e., prior to filing of the writ petition as such the petitioner herein cannot maintain the present writ petition in the absence of jural relationship of employer and employee in view of the law laid down in the above referred judgment of the Hon'ble Apex Court.

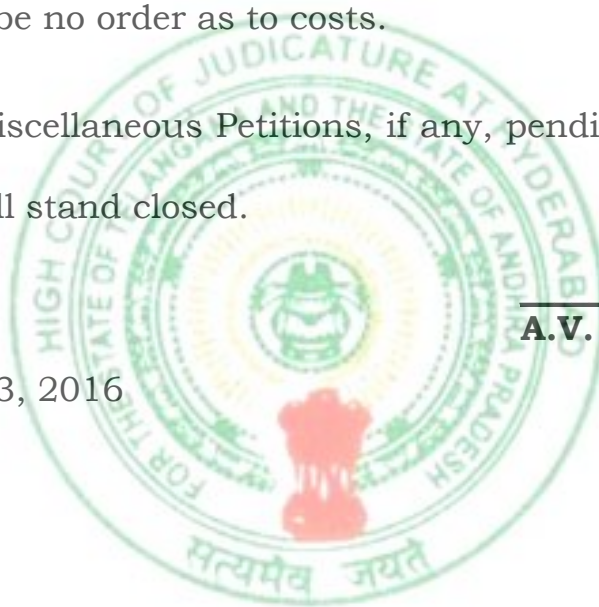
For the aforesaid reasons, the writ petition is dismissed.
There shall be no order as to costs.

The Miscellaneous Petitions, if any, pending in this Writ Petition shall stand closed.

November 23, 2016

Pn

A.V. SESA SAI, J



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November 23, 2016

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