In the High Court of Punjab and Haryana at Chandigarh

Civil Writ Petition No. 11590 of 2011
Date of Decision: 09.2.2016.

Amrit Lal Chopra ....Petitioner

Versus

Oriental Bank of Commerce and others ....Respondents

CORAM: HON'BLE MRS. JUSTICE SABINA

Present: Mr. Dharampal, Advocate for
Mr. H.K.Brinda, Advocate
for the petitioner.

Mr. R.N.Lohan, Advocate
for the respondents.

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SABINA, J.

Petitioner has filed this petition under Article 226 of the Constitution of India seeking a writ in the nature of certiorari challenging the letter dated 9.3.2011 (Annexure P-9) whereby petitioner was declined the entitlement for pension.

Case of the petitioner, in brief, is that he had joined Punjab Co-operative Bank Limited as a Clerk-cum-Cashier on 8.12.1960. Consequent upon amalgamation of the Punjab Co-operative Bank Limited as per Reserve Bank of India order dated 7.4.1997, petitioner became an employee of the respondent-bank. Petitioner retired from service on attaining the age of superannuation on 30.9.1997. Respondent-bank adopted pension scheme dated 27.4.2010. Petitioner received a letter seeking his option qua the pension scheme. Petitioner opted for the pension scheme and filled in the necessary form. Petitioner was directed to fill the pension papers and deposit amount of ₹ 1,39,451/- with the respondents. Petitioner submitted the pension papers along with demand draft to the tune of ₹ 1,39,451/- on 29.10.2010. However, petitioner was informed that he was not eligible for the pension scheme. Hence, the present petition by the petitioner.

Learned counsel for the petitioner has submitted that in pursuance to the letter written by the respondents, petitioner had opted for the pension scheme and had filled the necessary papers along with demand draft to the tune of ₹ 1,39,451/- as demanded by the respondent-bank. Hence, petitioner was liable to be granted pension.

Learned counsel for the respondents, on the other hand, has opposed the petition and has submitted that service conditions of the respondent-bank were made applicable to the employees of the Punjab Co-operative Bank Limited with effect from 1.12.1998 by the Board of Directors of the Bank as per the amalgamation scheme. Petitioner had retired from service on 30.9.1997. At the time of his retirement, petitioner was governed by the service conditions of the Punjab Co-operative Bank Limited. Hence, petitioner could not get the benefit of pension scheme.

Although, in the present case, bank had written to the petitioner seeking his option for the pension scheme but it appears that the said letter was sent to the petitioner in routine. Petitioner had already retired from service on 30.9.1997 whereas the regulations of the respondent-bank were made applicable to the employees of the Punjab Co-operative Bank Limited with effect from 1.12.1998 as per the amalgamation scheme. Since the petitioner had already retired when the service conditions of the respondent-bank were made applicable to the employees of Punjab Co-operative Bank Limited, petitioner was not entitled for grant of pension in the pension scheme framed by the respondent-bank. Admittedly, the amount of ₹ 1,39,451/- sent by the petitioner was not utilized by the respondent-bank and was returned to the petitioner.

Hence, no ground for interference by this Court while exercising jurisdiction under Article 226 of the Constitution of India is made out.

Dismissed.

(SABINA)
JUDGE

February 09, 2016
Gurpreet