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**In the High Court of Punjab and Haryana at Chandigarh.**

**CWP No.4071 of 2012  
Date of Decision: 06.01.2016**

Manpreet Singh Anand and others

...Petitioners

Versus

Union of India and others

...Respondents

**CWP No.1615 of 2015  
Date of Decision:06.01.2016**

Bansi Lal Gupta and another

...Petitioners

Versus

Union of India and others

...Respondents

**CORAM: HON'BLE MRS. JUSTICE SABINA**

Present: Mr. Sameer Sachdeva, Advocate,  
for the petitioners.

Mr. Aseem Aggarwal, Advocate,  
for respondent No.1.

Mr. Ashwani Talwar, Advocate  
for respondents Nos.2 to 5 in CWP No.4071-2012 and  
in CWP-1615-2015 for respondent Nos. 2 to 4.

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**SABINA, J.**

Vide this order above mentioned two petitions  
would be disposed of as the controversy involved in both the  
cases is the same.

Petitioners have filed these petitions under Article  
226 of the Constitution of India seeking a writ in the nature of  
*mandamus* directing the respondent-Insurance Company to

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grant benefit of five years of service towards pensionary benefits in terms of Rule 30(5) of the General Insurance (Employees) Pension Scheme, 1995 (hereinafter referred as 'Rules').

Learned counsel for the petitioners has submitted that the controversy involved in the present case is covered by the decision given by **Bombay High Court (Nagpur Bench) in CWP No.4131 of 2010 decided on 14 and 17 June 2013.**

Learned counsel for the petitioners has further submitted that Special Leave Petition filed by the Insurance Company against the said decision was dismissed by the Hon'ble Apex Court vide order dated 01.09.2014.

Learned counsel for the respondents has failed to controvert the submissions made by learned counsel for the petitioners.

In the present case, petitioners had sought voluntary retirement and by way of the present writ petitions they are seeking the benefit of five years of service towards pensionary benefits in terms of the Rule 30(5) of the Rules. The said controversy came up for consideration before the Bombay High Court (Nagpur Bench) in CWP No.4131 of 2010, wherein it was held as under:-

“Thus, in absence of administrative guidelines the respondents themselves had confusion about the scope

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of 2003 Scheme. We have already noted above that paragraph 15C of 2003 Scheme provided for a Special Voluntary Retirement Package and paragraph 3 of Annexure-I with this Scheme vide its clause (II) itself made optees entitled to pension as per 1995 Pension Scheme. A person seeking voluntary retirement is bound to understand this to convey that he gets pension under paragraph 30(5) of 1995 scheme with due wightage. Even if, we assume that there was any doubt or confusion, as per judgment of Hon'ble Apex Court (supra) the same needs to be resolved in favour of petitioners.

The controversy is squarely covered by the judgment of Hon. Apex Court in favour of these petitioners. In any case, it is well settled that a statutory scheme like 2003 Scheme could not have been prejudicially altered by executive through any administrative exercise. The respondents have not even attempted to rebut this. In this situation, we do not find any substance in various defences as raised by Adv. Pophali. The provisions of paragraph 30(5) of 1995 scheme needed to be adhered to & implemented in case of present petitioners. Admittedly, that has not been done.

Hence, writ petition is accordingly allowed. Rule is made absolute

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in case of present petitioners only in terms of prayer clause (1). The respondents are directed to provide for necessary weightage and resulting hike in the VRS amount to these petitioners by completing necessary exercise within a period of six months from today.

The petitioners shall receive the consequential dues and arrears by 31<sup>st</sup> January 2014. If the amounts are not so paid to them by the said date, the respondents shall pay to the respective petitioners simple interest @ 7% per annum on said amount from 1<sup>st</sup> February 2014 onwards till the amounts are actually paid. Rule is made absolute in the above terms. No costs.”

Special Leave Petition filed by the Insurance Company against the said decision of the Bombay High Court (Nagpur Bench) was dismissed vide order dated 01.09.2014. Since the controversy involved in the present case is no longer res integra, these petitions are liable to be allowed in view of the decision given by the Bombay High Court (Nagpur Bench) in CWP No.4131 of 2010 decided on 14 and 17 June 2013.

Accordingly, these petitions are allowed. Consequential benefits be released to the petitioners upto 30.06.2016. In case the due amount is not paid to the petitioners till 30.06.2016 then the petitioners will be entitled

**CWP No.4071 of 2012 &  
CWP No.1615 of 2015**

KAPIL  
2016.01.06  
I attest to the accuracy and  
integrity of this document

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to claim the due amount with interest @ 7% per annum with  
effect from 01.07.2016 onwards till realization.

**January 06, 2016**  
*kapil*

**(SABINA)  
JUDGE**