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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 2323 OF 2001

Mrs. Hutoxi Noshir Shroff
(since deceased)

Mrs. Bana Hoshie Deboo
32, Tata Colony, G.D. Ambedkar Marg,
Mumbai 400 012
being the sole legal heirs of the
Late Ms. Hutoxi N. Shroff. ...Petitioner

versus

Bank of India,
a Banking Company having its
Head Office at Express Towers,
Nariman Point, Mumbai 400 021. ...Respondent

WRIT PETITION NO. 2324 OF 2001

Mrs. Maya Chandra
Hindu inhabitant of Bombay
residing at 302-A, Mota Mansion,
4th Cross Lane, Lokhandwala Complex,
Andheri (West), Mumbai – 400 053. ...Petitioner

versus

Bank of India,
a Banking Company having its
Head Office at Express Towers,
Nariman Point, Mumbai 400 021. ...Respondent

WRIT PETITION NO. 2325 OF 2001

Mr. Subhash V. Mayekar,
Hindu inhabitant of Bombay
residing at E-68, Yashodhan,
Irla Bridge, S.V. Road,
Andheri (West), Mumbai – 400 058. ...Petitioner

versus

Bank of India,
a Banking Company having its
Head Office at Express Towers,
Nariman Point, Mumbai 400 021. ...Respondent

WRIT PETITION NO. 2326 OF 2001

Mr. Ramdas Ramchandra Nayak,
Hindu inhabitant of Bombay
residing at Riddi 39 Altino Colony,
Harneshwar Hill, Talegaon
Dabhade 410 507. ...Petitioner

versus

Bank of India,
a Banking Company having its
Head Office at Express Towers,
Nariman Point, Mumbai 400 021. ...Respondent

WRIT PETITION NO. 2327 OF 2001

Mr. Satish Dwarkanath Vaidya
Hindu inhabitant of Bombay
residing at 371, Shantivan Society,

New Link Road (Extn), Andheri (West),
Mumbai – 400 053. ...Petitioner

versus

Bank of India,
a Banking Company having its
Head Office at Express Towers,
Nariman Point, Mumbai 400 021. ...Respondent

WRIT PETITION NO. 2328 OF 2001

Ms. Sherna Jal Engineer,
Parsi inhabitant of Bombay,
residing at Dreamland,
27A, Mama Parmanand Marg,
Mumbai – 400 004. ...Petitioner

versus

Bank of India,
a Banking Company having its
Head Office at Express Towers,
Nariman Point, Mumbai 400 021. ...Respondent

Mr. Ajit Kapadia with Mr. Aditya Chitale & Mr. Avinash Belge i/by MNS & Legal for Petitioners in all Petitions.
Mr. R.S. Pai with Mr. Anand Pai and Mr. A.K. Gopalan i/by Haresh Mehta & Co., for Respondents.

CORAM : A.A.SAYED AND M.S.KARNIK, JJ.

RESERVED ON : 1st JULY 2017
PRONOUNCED ON : 21st JULY 2017

JUDGMENT (PER M.S. KARNIK, J.) :-

The issue involved in all these Petitions is common. The petitioners who had resigned the services of the Respondent-Bank of India seek a relief directing the respondents to extend the pensionary benefit to the petitioners. In brief the petitioners' case is that the Bank of India (Employees) Pension Regulations, 1995 (hereinafter referred to as “PR of 1995”) differentiating between the voluntary retirement and resignation is bad-in-law and unjustified. All the petitioners had resigned their services before coming into force of the said PR of 1995.

2. For the purpose of convenience and easy reference the details of the petitioners are set out in the chart hereunder :-

Sr. No.	Writ Petition	Petitioner	Length of Service	Date of resignation
1	2323/2001	Hutoxi Shroff	21	21/10/1992
2	2324/2001	Mrs.Maya Chandra	27	01/01/86
3	2325/2001	Subhash V. Mayekar	27	14/2/1989
4	2326/2001	Ramdas R. Nayak	24	04/06/86
5	2327/2001	Satish D. Vaidya	26	1992
6	2328/2001	Sherna Jal Engineer	25	01/09/87

3. Learned Counsel for the petitioner invited our attention to the avernments made in the Writ Petition No.2323/2001. In his submission, the petitioner was only 42 years of age when she resigned after putting in 21 years of unblemished service with respondent-Bank. In 1988 having regard to the remarkable administrative skills of the petitioner she was deputed by the respondent-Bank to the Indian Banks' Association (IBA). The petitioner's skill was very useful to the said IBA. As she had not completed 30 years service with the respondent-Bank the only manner in which her employment could come to an end was by the respondent-Bank accepting her resignation. As the benefits of the pension was not available when the petitioner tendered her resignation there was no question of the petitioner exercising any option to avail of pension. While working with the IBA the petitioner was involved in all the administrative matters pertaining to banks; she was also actively involved in the drafting of pension scheme that was being finalized and for that purpose co-ordinating all the matters with the banks, the unions and with the Government. By

a letter dated 29th September, 1994 the petitioner requested that her letter of resignation may be treated as voluntary retirement and she may be granted pension in lieu of Contributory Provident Fund (C.P.F.) which she undertook to refund when called upon by the bank. By the communication dated 22nd October, 1994, the respondent-Bank informed her about non-acceptance of her request as she had resigned from the services of the bank w.e.f. 21/10/1992. As per the provisions of the Pension Scheme, the employees who have resigned from bank services are not eligible for pension.

4. The petitioner in Writ Petition No.2324/2001 resigned from the bank's service on 9/11/1992. After pension scheme became effective she represented on 7th August 1995 requesting for payment of pension. She requested that her resignation was on account of some personal reasons and that in view of long service of 27 years called upon the Bank to consider her request favourably. By communication dated 21st August, 1995, the petitioner's request was turned

down by the bank on the ground that she had resigned from the service and therefore, resignation of bank's service entails forfeiture of entire service and consequently she was not qualified for pension. The petitioner once again requested on 26th August, 1997 to give her benefit of the Pension Scheme in view of the decision of this court in Writ Petition No.620/1996.

5. The petitioner in Writ Petition No.2325/01 resigned from the bank's service w.e.f 15/2/1989. The respondents informed him that in view of the resignation he is out of the purview of the pension scheme. By representation dated 23rd June, 2000, the petitioner took a stand that he voluntarily ceased to be in service by way of resignation w.e.f. 10th February, 1989. The respondents reiterated its stand by communication dated 5th August, 2000.

6. The petitioner in Writ Petition No. 2326/2001 resigned from his services on 6th April, 1986 on account of some personal reasons. The petitioner worked almost for 24 years with the Respondent-Bank. By a letter dated 5th February, 2000,

the petitioner took a plea that he voluntarily retired from the bank services w.e.f. 7th April, 1986. He therefore requested that he may be considered for grant of pension under the Pension Scheme. By a Communication dated 18th February, 2000, Respondent-Bank informed the petitioner that as he has resigned from the services he is not eligible for pensionary benefits. There is nothing on record to show that the petitioner voluntarily retired from the services.

7. The petitioner in Writ Petition No.2327/2001 resigned from the services of the bank on 1st September, 1992 after putting more than 22 years of unblemished service. The petitioner therefore claims pension under said scheme. According to him the employees who had resigned are required to be treated at par with employees who had voluntarily retired.

8. The petitioner in Writ Petition No.2328/2001 resigned on 9th January, 1987. By Communication dated 15th December, 1986, her resignation was accepted w.e.f. 9th January, 1987.

9. Learned Counsel for the petitioners contends that after putting more than 20 years of service the petitioners resigned on personal grounds. They had no option but to resign because there was no provision of voluntary retirement upon completion of 20 years of service then existing. In the submission of the learned Counsel the PR of 1995 are discriminatory. According to him, the employees who are covered by the PR of 1995 have an option of receiving pension upon completion of 20 years of qualifying service vide Regulation 29. In his submission as the petitioners have completed more than 20 years and as the petitioners are similar situate, the petitioners also should be extended the benefit of Regulation 29 by treating their resignations as voluntary retirement.

10. Learned Counsel further submits that the definition "retirement" in Regulation 2 (y) itself postulates that "retirement" means cessation from Bank's service. It therefore follows that even the resignation is cessation of service and

therefore there is no reason why the benefit of the PR of 1995 should not be extended to the petitioners. Moreover, Regulation 3 (1) (a) specifies that the regulation applied to the employees who were in service on or after 1st day of January, 1986 but had retired before 1st day of November, 1993. Learned Counsel therefore contends that the petitioners were in service of the bank after the 1st day of January, 1986 but had resigned before 1st day of November, 1993. In his submission 'retire' would include 'resignation'. Learned Counsel submits that Regulation 22 which provides consequence of forfeiture of entire past service and consequently not qualifying for pensionary benefits upon an employee resigning is harsh and arbitrary. In the submission of the learned Counsel for the petitioner as there is no provision for voluntary retirement upon completion of 20 years service prior to the coming into force of the PR of 1995, the petitioners had no option but to resign. In the submission of the learned Counsel for the petitioner, therefore, if Regulation 29 provides for the benefits of pension and voluntary retirement after completing 20 years of qualifying service and as the PR of

1995 are also made applicable to the employees of the bank who are in the service on or after 1st day of January, 1986 but had retired before 1st day of November, 1993, the respondents are not justified in forfeiting the entire past service and consequently not qualifying the petitioners for pensionary benefits only on account of resignation so tendered. Learned Counsel has relied upon several decisions of the Apex Court in support of his contentions.

1. Shashikala Devi v/s. Central Bank of India (2014 (14) SCALE 288).
2. Syndicate Bank v/s. Satya Srinath (2007 (5) SCALE 744).
3. Asger Ibrahim Amin v/s. Life Insurance Corporation of India [(2016) 13 SCC 797].
4. Virendra Kumar Suri vs. UCO Bank & Ors. (2016 LabIC4228).
5. Subhashchandra Chimanlal Patel vs. State of Gujarat & Ors. [(2017)1GLR723].
6. Purna Chandra Barik v/s. General Manager, UCO Bank & Ors. (122 (2016)CLT617).
7. Ch. Chandrasekhar Babu vs. Chairman & Managing Director, Andhra Bank and Ors. (2017 (2) ALT284).
8. Calcutta Dock Labour Board vs. Chittaranjan Das (High Court of Calcutta in A.P.O.No.305 of 2014 and

W.P.No.129 of 2009)

9. Bank of India vs. Ghanshyambhai Muljibhai Patel (High Court of Gujarat in LPA No.446/2013 in Spl. Civil Application no.8605/2000 with Civil Application No.3447/2013)

Learned Counsel for the petitioners heavily relied upon the decision of the Apex Court in case of **Shashikala Devi** (supra) to contend that the resignation tendered by the petitioners is in essence a letter seeking premature retirement. Learned Counsel therefore prays that the petitioners be granted the benefit of the PR of 1995.

11. Learned Counsel appearing for the Respondent-Bank submitted that the claim of pension has rightly been denied to the petitioners who had resigned from their respective services before the settlement reached between All India Bank Officers' Federation and Indian Banks' Association and that PR of 1995 would not apply to the petitioners. It was further pointed out that the petitioners had resigned prior to 1/11/1993 and were

not covered by the statutory settlement and the PR of 1995. It was pointed out that the reliance placed by the petitioners either on Regulation 22 and Regulation 29 in support of their contentions was completely misplaced since the petitioners were not covered by the Pension Scheme introduced by the Bank w.e.f. 1/11/1993. Learned Counsel for the Respondent-Bank submitted that the judgment of the Apex Court in the case of **UCO Bank and others vs. Sanwar Mal, (2004) 4 SCC 412**, squarely applies to the facts of the present case. In that case, identical regulations came up for interpretation and identical reliefs were sought, which were rejected by the Apex Court. Learned Counsel for the Respondent-Bank also relied upon the decision of the Apex Court in the case of **M.R. Prabhakar & ors. vs. Canara Bank & Ors. (2012) 9 SCC 671** to contend that as the petitioners had resigned from the services prior 1/11/1993 and that they have failed to show any pre-existing right in their favour within the statutory settlement/joint note dated 29-10-1993 or under the 1995 Regulations, the petitioners are therefore, not entitled to any relief. Reliance placed by the petitioners either on the Regulation 22 or Regulation 29 in support of their contentions cannot be accepted, as they are not covered by the scheme of pension introduced by the banks w.e.f. 1-1-1993 is the submission of the learned Counsel.

12. Learned Counsel for the Respondents also relied upon the decision of the Apex Court in the case of **RBI & Anr. v/s. Cecil Dennis Solomon & Ors. [(2004) 9 SCC 461]** to contend that a resignation cannot be equated with voluntary retirement and the claim of the petitioners for pension cannot be allowed on that basis.

13. Considered the rival submissions advanced by the respective parties. The PR of 1995 were notified on 29/9/1995. Some of the relevant provisions of the PR of 1995 which are necessary to appreciate the present controversy reads thus :-

> *"2(x) "retired" includes deemed to have retired under clause (I) ;*
>
> *2(y) "retirement" means cessation from Bank's service, -*
> *(a) on attaining the age of superannuation specified*

in Service Regulations or Settlements ;
(b) on voluntary retirement in accordance with provisions contained in regulation 29 of these regulations ;
(c) on premature retirement by the Bank before attaining the age of superannuation specified in Service Regulations or Settlement;

2(za) "service regulations" means BANK OF INDIA (Officers') Service Regulations, 1979 made under section 19 of the Act."

14. Chapter II of the Regulations provides for "Application and Eligibility". Regulation 3 reads thus :-

"3. Application :-
These regulations shall apply to employees who,-
(1) (a) were in the service of the Bank on or after the 1st day of January, 1986 but had retired before the 1st day of November, 1993 ;
(b) exercise an option in writing within one hundred and twenty days from the notified date to become member of the Fund ; and
(c) refund within sixty days after the expiry of the said period of one hundred and twenty days specified in clause (b) the entire amount of the Bank's contribution to the Provident Fund including interest accrued thereon togetherwith a further simple, interest at the rate of six per cent. per annum on the said amount from the date of settlement of the Provident Fund account till the date of refund of the aforesaid amount to the Bank ; or

(2) (a) have retired on or after the 1st day of November, 1993 but before the notified date,

(b) and exercise an option in writing within one hundred and twenty days from the notified date to become member of the Fund ; and

(c) refund within sixty days after the expiry of the said period of one hundred and twenty days specified in clause (b) the entire amount of the Bank's contribution to the Provident Fund and interest accrued thereon togetherwith a further simple interest at rate of six per cent. per annum on the said amount from the date of settlement of the Provident Fund account till the date of refund of the aforesaid amount to the Bank."

15. Chapter IV provides for "Qualifying Service". Regulation 14 reads thus :-

"14. Qualifying Service :-

Subject to the other conditions contained in these regulations, an employee who has rendered a minimum of ten years of service in the Bank on the date of his retirement or the date on which he is deemed to have retired shall qualify for pension".

Regulation 22 provides for "Termination of Service". Regulation 22 reads thus :-

"22. Forfeiture of service :-

(1) Resignation or dismissal or removal or termination of an employee from the service of the Bank shall entail forfeiture of his entire past service and consequently shall not qualify for pensionary benefits."

16. Chapter V of the Regulation provides for "Classes of Pension". Regulation 28 and Regulation 29 reads thus :-

> *"28. <u>Superannuation Pension</u> :-*
> *Superannuation pension shall be granted to an employee who has retired on his attaining the age of superannuation specified in the Service Regulations or Settlements.*
>
> *29. <u>Pension on Voluntary Retirement.</u>-*
> *(1) On or after the 1st day of November, 1993 at any time after an employee has completed twenty years of qualifying service he may, by giving notice of not less than three months in writing to the appointing authority retire from service ;*
> *Provided that this sub-regulation shall not apply to an employee who is on deputation or on study leave abroad unless after having been transferred or having returned to India he has resumed charge of the post in India and has served for a period of not less than one year :*
> *Provided further that this sub-regulation shall not apply to an employee who seeks retirement from service for being absorbed permanently in an autonomous body or a public sector undertaking or company or institution or body, whether incorporated or not to which he is on deputation at the time of seeking voluntary retirement :*
> *Provided that this sub-regulation shall not apply to an employee who is deemed to have retired in accordance with clause (I) of regulation 2.*
>
> *(2) The notice of voluntary retirement given under sub-regulation (1) shall require acceptance by the appointing authority :*
> *Provided that where the appointing authority does*

not refuse to grant the permission for retirement before the expiry of the period specified in the said notice, the retirement shall become effective from the date of expiry of the said period.

(3) (a) An employee referred to in sub-regulation (1) may make a request in writing to the appointing authority to accept notice of voluntary retirement of less than three months giving reasons therefor ;

(b) On receipt of a request under clause (a), the appointing authority may, subject to the provisions of sub-regulation (2), consider such request for the curtailment of the period of notice of three months on merits and if it is satisfied that the curtailment of the period of notice will not cause any administrative inconvenience, the appointing authority may relax the requirement of notice of three months on the condition that the employee shall not apply for commutation of a part of his pension before the expiry of the notice of three months.

(4) An employee, who has elected to retire under this regulation and has given necessary notice to that effect to the appointing authority, shall be precluded from withdrawing his notice except with the specific approval of such authority :
Provided that the request for such withdrawal shall be made before the intended date of his retirement.

(5) The qualifying service of an employee retiring voluntarily under this regulation shall be increased by a period not exceeding five years, subject to the condition that the total qualifying service rendered by such employee shall not in any case exceed thirty-three years and it does not take him beyond the date of superannuation.

> *(6) The pension of an employee retiring under this regulation shall be based on the average emoluments as defined under clause (d) of regulation 2 of these regulations and the increase, not exceeding five years in his qualifying service, shall not entitle him to any notional fixation of pay for the purpose of calculating his pension.”*

17. In the present case the petitioners have submitted their resignations on various dates prior coming into force of the PR of 1995. The petitioners stood relieved of their respective posts between the period 1/1/1986 and 21/10/1992. As indicated earlier the PR of 1995 applied to employees who were in services of the Bank on or after 1st day of January, 1986 but had retired before 1st day of November, 1993. Regulation 22(1) provides for forfeiture of service in as much as resignation entails forfeiture of entire past service consequently not qualifying for pensionary benefits. “The Classes of Pension” are dealt with in Chapter V of the Regulation 28 as stated earlier. Apart from superannuation pension, pension on voluntary retirement, Regulations 30, 31, 32, 33, 34 provides for invalid

pension, compassionate allowance, premature retirement pension, compulsory retirement pension and payment of pension or family pension in respect of employees who retired or died between 1-1-1986 to 31-10-1993. The words "retired" and "retirement" are defined in Regulations 2(x) and 2(y) of the PR of 1995 respectively, as stated earlier.

18. In our view, the petitioners did not retire from the services, but resigned from the services. The petitioners tried to make out a case that in the absence of a legal definition of "voluntary retirement" or in the absence of legally prescribed consequences of "resignation", it must be understood in the sense of voluntary relinquishment of service. It was argued that there can be no difference between "voluntary retirement" and "resignation". In this context it is material to note the observation of the Apex Court in the case of **<u>M.R. Prabhakar</u>** (supra) in paras 15, 16,17,18 and 19 wherein it is held thus :-

> *"15. We find it difficult to accept the contentions raised by the appellants. There is no ambiguity in the definition clause under Regulation 2(y) which has statutorily brought in the "voluntarily retirement" as "retirement".*

Though the concept of "resignation" is well known in service jurisprudence, the same has not been brought within the definition of "retirement" under Regulation 2(y). Further, the words "retired" and "retirement" have some resemblance in their meanings, but not "resignation". Regulation 3(1)(a) specifically used the expression "retirement" and the expression "resignation" has not been incorporated either in the definition clause or in Regulation 3(1)(a). We need not labour much on this issue, since the difference between these two concepts "resignation" and "retirement" and "retirement", in the context of the same Banking Regulations of 1995, came up for consideration before this Court in Sanwar Mal, wherein this Court has distinguished the words "resignation" and "retirement" and held as follows :

"9. … The words 'resignation' and 'retirement' carry different meanings in common parlance. An employee can resign at any point of time, even on the second day of his appointment but in the case of retirement he retires only after attaining the age of superannuation or in the case of voluntary retirement on completion of qualifying service. The effect of resignation and retirement on completion of qualifying service. The effect of resignation and retirement to the extent that there is severance of employment … but in service jurisprudence both the expressions are understood differently. Under the Regulations, the expressions 'resignation' and 'retirement' have been employed for different purpose and carry different meanings. The pension scheme herein is based on actuarial calculation ; it is a self-financing scheme, which does not depend upon budgetary support and consequently it constitutes a complete code by itself. The scheme essentially covers retirees as the credit balance to their provident fund account is is larger as compared to employees who resigned from service. Moreover, resignation brings about complete cessation of master-and-servant relationship whereas voluntary retirement maintains the relationship for the purposes of grant of retiral benefits, in view of the past service. Similarly, acceptance of resignation is dependent upon discretion of the employer whereas retirement is completion of service in terms of regulations/rules framed by the bank. Resignation can be tendered irrespective of the length of service whereas in the case of voluntary retirement, the employee has to complete qualifying service for retiral

benefits.”

16. In the abovementioned judgment, this Court has also held that there are different yardsticks and criteria for submitting the resignation, vis-a-vis voluntary retirement and exceptions thereof. In that context, the scope of Regulation 22 of the 1995 Regulations was also considered and the Court held as follows :

“9. … In our view, Regulation 22 provides for disqualification of employees who have resigned from service and for those who have been dismissed or removed from service. Hence, we do not find any merit in the arguments advanced on behalf of the respondent that Regulation 22 makes an arbitrary and unreasonable classification repugnant to Article 14 of the Constitution by keeping out such class of employees. The view we have taken is supported by the judgment of this Court in RBI v. Cecil Dennis Solomon. Before concluding we may state that Regulation 22 is not in the nature of penalty as alleged. It only disentitles an employee who has resigned from service from becoming a member of the fund. Such employees have received their retiral benefits earlier. The pension scheme, as stated above, only provides for a second retiral benefit. Hence there is no question of penalty being imposed on such employees as alleged. The pension scheme only provides for an avenue for investment to retirees. They are provided avenue to put in their savings and as a term or condition which is more in the nature of an eligibility criterion, the scheme disentitles such category of employees as are out of it.”

17. We may indicate that in Sanwar Mal, the employee, who was working on Class III post, resigned from the service of UCO Bank on 25-2-1988 after giving one month's notice and also accepted his provident fund without protest. On coming into force of the 1995 Regulations, Sanwar Mal opted for the pension scheme. Since Sanwar Mal had resigned in the year 1988, UCO Bank declined its option for admitting him as a member of the fund. This Court, as already indicated, after referring to the various provisions of the 1995

Regulations and after examining the meaning of the expressions "resignation" and "retirement", held that since Regulation 22 provided for disqualification of employees who had resigned, such employees could not claim membership of the fund.

18. The learned counsel appearing for the appellants have placed heavy reliance on Sheelkumar Jain and submitted that in the light of that judgment, the decision rendered in Sanwar Mal requires reconsideration. We find it difficult to accept the contention raised by the learned counsel appearing for the appellants.

19. We may point out that in Sheelkumar Jain this Court was dealing with an insurance scheme and not the pension scheme, which is applicable in the banking sector. The provisions of both the scheme and the Regulations are not in pari materia. In Sheelkumar Jain case, while referring to Para 5, this Court came to the conclusion that the same does not make distinction between "resignation" and "voluntary retirement" and it only provides that an employee who wants to leave or discontinue his service amounts to "resignation" or "voluntary retirement". Whereas, Regulation 20(2) of the Canara Bank (Officers') Service Regulations, 1979 applicable to banks, had specifically referred to the words "resignation", unlike Para 5 of the Insurance Rules. Further, it is also to be noted that, in that judgment, this Court in para 30 held that the Court will have to construe the statutory provisions in each case to find out whether the termination of service of an employee was a termination by way of resignation or a termination by way of voluntary retirement."

19. We thus find that the petitioners when they tendered

their letters of resignation, were governed by the Officers Service Regulations, 1979. Regulation 20 (2) of 1979 Regulations deals with resignation from service. The same reads thus :-

> *"20 (2) An officer shall not leave or discontinue his service in the Bank without first giving a notice in writing of his intention to leave or discontinue his service or resign. The period of notice required shall be 3 months and shall be submitted to the Competent Authority as prescribed in these regulations.*
>
> *Provided further that the Competent Authority may reduce the period of three months or remit the requirement of notice."*

20. Learned Counsel for the petitioners heavily relies upon the decision of the High Court of Calcutta in the case of **Virendra Kumar Suri vs. UCO Bank and Ors. (2016 LabIC 4228)** to contend that a specific order is required to be passed denying pension to an employee on his resignation, removal, dismissal or termination of the services. In our opinion, the said decision has no application to the present case as the issue in **Virendra Kumar Suri's** case concerned the provisions regarding grant of compulsory retirement pension and it is in this context the finding is recorded.

21. We are of the view that the petitioners failed to show any pre-existing rights in their favour either in the statutory settlements or PR of 1995. The petitioners had resigned from the services prior to 1/11/1993, therefore, were not covered by the PR of 1995. The petitioners could not show established pre-existing legal, statutory or fundamental rights in their favour to claim the benefits of the PR of 1995. Consequently, the reliance placed by the petitioners either on Regulation 29 or Regulation 22 in support of their contentions, cannot be accepted since they are not covered by the scheme of pension introduced by the Bank w.e.f. 1/11/1993.

22. We do not find any merit in these Petitions and the same are dismissed with no order as to costs.

23. Rule to stand discharged.

(M.S.KARNIK, J.) **(A.A.SAYED, J.)**