

HIGH COURT OF CHHATTISGARH, BILASPUR**WRIT PETITION (S) NO. 5398 OF 2011**

Mohammad Abdul Salam Azad S/o Sheikh Gaus Ali, Aged about 36 years, R/o C/o Q.No. A/CB-4, Camp-1, Post Supela, Bhilai, District Durg (CG).

...Petitioner(s)

Versus

1. Managing Director Chhattisgarh State Power Holding Company Ltd. Daganiya, Raipur (CG).
2. Managing Director, Chhattisgarh State Electricity Distribution Company Ltd. Daganiya, Raipur (CG).
3. Superintending Engineer Chhattisgarh State Electric Distribution Company Ltd. Circle, Rajnandgaon Distt. Rajnandgaon (CG).
4. Executive Engineer, Chhattisgarh State Electric Distribution Co. Ltd. Kawardha, Distt. Kabirdham (CG).
5. Assistant Engineer, Chhattisgarh State Electric Distribution Company Ltd. Kawardha Distt. Kabirdham (CG).

... Respondent(s)

For Petitioner	:	Shri Jitendra Gupta, Advocate.
For Respondents	:	Shri KR Nair, Advocate.

Hon'ble Shri Justice P. Sam Koshy**Order on Board**

31.07.2018

1. The present writ petition has been filed seeking for following two reliefs:

“10.2. That, the respondents may kindly be issued a direction to accept the resignation tendered by the petitioner without giving one month notice or one month salary.

10.3. That, the petitioner may kindly be allowed compulsory retirement and give post retiral benefit e.g. pension, GPF amount, GSLIS amount, benefit of six pay revision, EL encashment etc.”

2. According to learned counsel for the petitioner, the petitioner was initially appointed as Testing Assistant Grade-II (Trainee) on 22.05.2002 and his services was regularized vide order dated

27.09.2003. On 11.02.2008 (Annexure P/4) barely after a period of six years from the initial date of appointment, the petitioner submitted a letter wherein he asked the respondents to permit him to resign from duties. He made a repeat application on 05.04.2008, to which the respondent-company issued a letter intimating him that he should submit his resignation letter in the proper formate giving one months notice to the employer or one months salary be deposited in lieu of notice. This letter was issued by the respondents on 02.04.2008.

3. Not satisfied with the correspondence made by the respondents, the petitioner preferred a writ petition vide WPS No.2842 of 2011. The said writ petition got disposed of on 13.06.2011. The relevant portion of the said order reads as under :

“At the outset, learned counsel for the petitioner submits that this petition may be finally disposed of with liberty to the petitioner to move appropriate application for resignation with a month's notice or a month's salary. Accordingly, this petition is finally disposed of with liberty to the petitioner, as prayed by him.”

4. The petitioner again thereafter preferred Annexure P/8 dated 18.07.2011 where again neither he gave one months notice nor he deposited one month salary in lieu of notice. The said application was again rejected by the respondents vide Annexure P/9 dated 12.08.2008 stating that since his application is not in accordance with rules, the same could not be accepted and it was further directed that the petitioner should immediately resume his duties failing which disciplinary enquiry will be initiated by the respondents.

5. After perusal of records it appear that the petitioner from very inception was not interested to serve the respondents. He also some how wanted to avoid deposit of one months' salary in lieu of notice and at the same time went on unauthorized absence from 25.02.2008 onwards and till date he has not resumed his duties. It appears that the petitioner does not seem to be interested in work with the respondents.
6. Given the facts, it was necessary for the petitioner to have abided by the rules governing the provisions for resignation and the provision is either to give one months notice to the employer or to deposit one months' salary in lieu of notice. In the absence of either of the two, the claim of the petitioner cannot be accepted and the action on the part of the respondents also cannot be said to be either bad in law or contrary to the rules. Moreover, if we see the relief clause of the petition, it reveals that the petitioner was not interested to either resign from service giving one months notice nor was he interested to deposit one months salary in lieu of notice.
7. Under the circumstances, this court does not find any strong case made out by the petitioner. The writ petition thus stands dismissed.

Sd/-
(P. Sam Koshy)
Judge