

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CWP-19210-2015 (O&M)

Date of Decision: 30.04.2018

Jaswinder Kaur Bhatti

... Petitioner

Vs.

UCO Bank and others

... Respondents

CORAM : HON'BLE MR. JUSTICE P.B. BAJANTHRI

Present : Mr. Rahul Sharma, Advocate
for the petitioner.

Mr. Aseem Rai, Advocate
for respondents No.1 to 3.

P.B. BAJANTHRI J. (Oral)

In the instant petition, petitioner has challenged the validity of Annexure P-5 dated 3.3.2015 and Annexure P-7 dated 13.6.2015 whereby by resignation of petitioner was accepted and rejecting the petitioner's representation with reference to withdrawal of resignation.

2. Petitioner was appointed as a Probationary Officer in Junior Management Grade Scale-I in the Respondent-Bank on 2.1.2012. She has submitted resignation letter on 13.11.2014. It is stated to have been accepted on 14.2.2015 by the Head Office and the same was not addressed to the petitioner and so also it is not communicated to the petitioner. In other words, such acceptance by the Head Office seems to be with a rider as is evident from communication dated 24.2.2015 (Annexure R-5) to the extent that there is an internal correspondence between Deputy Zonal Head and Branch Manager. Even petitioner is not entitled to copy of this document dated 24.02.2015 since it is stated that it is a confidential between Deputy Zonal Head and Branch Manager. Pursuant to the aforesaid confidential letter dated 24.02.2015, Branch Head proceeded to relieve the petitioner on

3.3.2015 while accepting the resignation application dated 13.11.2014 by the head office vide letter dated 14.02.2015. Branch Head was required to comply two conditions imposed in the confidential letter dated 24.2.2015.

3. In this background, learned counsel for the petitioner submitted that petitioner had withdrawn the resignation on 28.2.2015, therefore, question of acceptance and relieving the petitioner from service are not in accordance with law. In other words, acceptance of resignation and relieving communication is subsequent to the date of withdrawal of the resignation. Therefore, Annexures P-5 and P-6 are liable to be set aside.

4. Per contra, learned counsel for respondents No.1 to 3 while resisting the petitioner's contention submitted that pursuant to the resignation letter dated 13.11.2014 Head office of the respondent-Bank have accepted on 14.2.2015 and further procedure has been complied by the subordinate office of the Head Office like as directed in Annexure R-5 which is a confidential letter between Deputy Zonal Head and Branch Manager dated 24.2.2015. Branch Manager relieved the petitioner on 3.3.2015. Thus, it was submitted that relieving date would be with reference to acceptance of resignation date 14.02.2015 and not the relieving communication dated 3.3.2015. It was also submitted that petitioner is stated to have been informed through e-mail on 28.2.2015. Learned counsel for the respondents further relied on the regulations called UCO Bank (Officers) Services Regulations, 1979 (for short "1979 Regulations"). He has pointed out Regulation (20) sub para 2 to the extent that an officer shall not leave or discontinue his service in the Bank without first giving three months notice in writing. The period of notice may be reduced or dispensed with by the Competent Authority. The said provision has been taken into

consideration for the purpose of entertaining resignation application as well as its acceptance. He also relied on the decision of the Supreme Court in the case of Union of India and others v. Hitender Kumar Soni; decided on 21.7.2014 vide Civil Appeal No.10645 of 2010 (see para: 10) to contend that once the resignation is submitted and such employee remain absconding, in that event, question of entertaining withdrawal of a resignation is impermissible. He also stated that petitioner's whereabouts were not made known after 3.12.2014. Thus, petitioner has not made out a case so as to interfere with the impugned communications.

5. Heard the learned counsel for the parties.

6. Before advertng to the contentions of the parties, perusal of 1979 Regulation do not provide for resignation and its acceptance. In other words, there is no clause relating to resignation and its acceptance. Therefore, Regulation (20) sub para 2 of 1979 Regulation is not attracted insofar as resignation and its acceptance. If the petitioner had submitted resignation on 13.11.2014 and it was accepted on 14.2.2015 by the Head and further communication on 24.2.2015 (Annexure R-5) both the decisions are among the officials of the respondent-Bank and it was not marked to the petitioner so as to contend that resignation of the petitioner dated 13.11.2014 stands accepted on 14.02.2015. Insofar communication dated 28.2.2015 (Annexure R-6) is concerned, it is to be noted that withdrawal of the resignation is on same date i.e. on 28.2.2015. However, the respondents have not acted upon the acceptance of resignation with reference to 14.2.2015, 24.2.2015 and 28.2.2015 till 3.3.2015 the date on which petitioner was relieved vide Annexure P-5. While relieving the petitioner with reference to 14.2.2015, the Branch Manager has failed to comply the

condition imposed in the communication dated 24.2.2015 (Annexure R-5). Even while relieving the petitioner, respondent-Bank have not made available the acceptance of resignation as stated by them namely 14.2.2015 by the Head Office. In other words, even to this day acceptance of his resignation has not been communicated to the petitioner. However, Branch Manager relied on the acceptance of resignation dated 14.2.2015. In this background, respondent-Bank should have in all fairness considered the petitioner's withdrawal of resignation dated 28.2.2015. Learned counsel for the respondent relied on the decision of the Supreme Court in the case of Hitender Kumar Soni (*supra*). It is to be noted that Supreme Court while considering the matter relating to a Government service as is evident from the judgment, there is a reference to the various clauses of the Civil Services Rules. Therefore, the said judgment has no application to the present case for the reasons that in the present case 1979 Regulation do not provide for resignation. In other words, there is no provision relating to submission of resignation and its acceptance. Moreover, Supreme Court in the case of **Nair Service Society v. Dr. T.Beermasthan and others**; (2009) 5 SCC 545 held that while considering the service matter, it all depends upon the relevant service rules. Extract of para-48 of the said judgment reads as under:

“48. Several decisions have been cited before us by the respondents, but it is well established that judgments in service jurisprudence should be understood with reference to the particular service rules in the State governing that field. Reservation provisions are enabling provisions, and different State governments can have different method of reservation. There is no challenge to the Rules, and what is challenged is in the matter of application alone. In our opinion the communal

rotation has to be applied taking 20 vacancies as a block.”

Therefore, decision cited by the respondent in the case of Hitender Kumar Soni (supra) is distinguishable with reference to 1979 Regulation. That apart even to this day, respondent-Bank had not made available acceptance of resignation dated 14.2.2015 as stated by them. Even with reference to the document dated 14.2.2015 which being relied by the Branch Manager in his order dated 3.3.2015, it speaks of letter No. HO/PSD/PF/GF/2013-14/1744 dated 14.02.2015, therefore, it is only a letter and not the order relating to acceptance of resignation.

7. In view of these facts and circumstances, Annexures P-5 and P-7 are set aside. Petition stands allowed. Petitioner is entitled to all consequential benefits including monetary. Benefits shall be extended by the respondent-Bank within a period of three months from today, while reinstating petitioner.

30.04.2018
rajeev

(P.B. Bajanthri)
Judge

Whether speaking/reasoned **Yes/No**

Whether reportable **Yes/No**