

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

205+207

CWP No.3521 of 2017

K.L Vig

... Petitioner

Versus

Canara Bank and another

... Respondents

(2)

CWP No.3533 of 2017

Jinder Singh

... Petitioner

Versus

Oriental Bank of Commerce and others

... Respondents

(3)

CWP No.7843 of 2017

Ranvir Singh

... Petitioner

Versus

Canara Bank and another

... Respondents

Decided on : 05.12.2019

CORAM : HON'BLE MR.JUSTICE G.S. SANDHAWALIA

Present: Mr. Praveen Gupta, Advocate for the petitioner (s)
in CWP Nos.3521 and 3533 of 2017.

Mr. Ranvir S. Chauhan, Advocate
for the petitioner (s) in CWP No.7843 of 2017.

Mr. D.S. Nalwa, Advocate for
respondent-Bank in CWP Nos.3521 and 7843 of 2017.

Mr. R.N. Lohan, Advocate
for the respondent-Bank in CWP No.3533 of 2017.

G.S. Sandhawalia, J. (Oral)

The present order shall dispose of three writ petitions i.e. CWP No.3521, 3533 and 7843 of 2017, as common questions of law and fact are involved. The facts are being taken from CWP No.3521 of 2017.

The petitioners pray for payment of interest on account of delayed payment of leave encashment @ 18% from the respective due dates of retirement.

It is not disputed that on an earlier occasion all the three petitioners had filed writ petitions bearing CWP Nos.16287, 6092 and 5383 of 2009, respectively the same were disposed off vide common judgment dated 09.03.2011 passed in **CWP No.5383 of 2009 'Ranvir Singh Vs. Canara Bank, Bangalore and others'** (Annexure P-2).

In CWP No.16287 of 2009, the petitioner-K.L. Vig, had sought to release the benefits of all retiral dues and all consequential benefits. In the prayer clause, the interest element was also asked for. The relevant portion of the prayer clause reads as under:-

“ii) A writ in the nature of mandamus holding that petitioner has also become entitled to interest from the date of amount became due till it is actually paid to the petitioner at the commercial rates usually charged by the Bank Authorities.”

The Coordinate Bench of this Court while deciding the cases on 09.03.2011 (Annexure P-2) allowed the above said three writ petitions and directed the respondents to release the leave encashment within a period of one month from the receipt of the certified copy of the order.

The relevant portion of the said judgment read as under:-

“All the writ petitions are, therefore, allowed. Respective impugned orders in all the three writ petitions are quashed and directions are hereby issued to the respondents to release the leave encashment due to the petitioners within a period of one month from the date of receipt of copy of this order. There shall be no order as to costs.”

It is in such circumstances, the second writ petition on the same cause of action has been preferred. Once the relief has not been granted in the earlier round of litigation and the order has become final *inter se* the parties, the second writ petition on the same cause of action would not lie. The relief is deemed to have been denied as such and in the absence of any appeal having been filed by the petitioners, no relief can be granted in the second round of litigation, which are not maintainable.

The writ petitions are, accordingly, dismissed.

DECEMBER 05, 2019
Naveen

(G.S. SANDHAWALIA)
JUDGE

Whether speaking/reasoned:	Yes/No
Whether Reportable:	Yes/No