

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16.07.2020

CORAM:

THE HONOURABLE MR.JUSTICE S.VAIDYANATHAN

W.P.No.28328 of 2005

S.Kumarasamy

... Petitioner

vs.

1.The Chairman,
United India Insurance Co. Ltd.
24, Whites Road,
Chennai - 600 014.

2.The Regional Manager,
United India Insurance Co. Ltd.,
Pandiyam Buildings,
West Veli Street, Madurai.

... Respondents

Writ Petition filed under Article 226 of the Constitution of India praying for the issuance of a writ of certiorarified mandamus calling for the records relating to the order passed by the 2nd respondent REF:MOURO:MKTG:120:2003 dated 17.06.2003 and quash the same thereby consequently directing the respondents to pay pension and other monetary benefits with arrears calculating from the date of resignation i.e 18.01.1995.

For Petitioner : No appearance
for Mr.G.Sam Edwin Raj

For Respondents 1 & 2: No appearance
for Ms.R.Revathy

O R D E R

This Writ Petition is filed seeking to quash the order dated 17.06.2003 passed by the 2nd respondent vide Ref:MOURO:MKTG:120:2003 and for a consequential direction to the Respondents to pay pension and other monetary benefits with arrears calculating from the date of resignation, i.e 18.01.1995.

2. Today, when the matter is taken up for hearing, there is no representation for the Petitioner as also for the Respondents.

3. The only ground of challenge in this Writ Petition is that, the Petitioner is entitled to pension. According to

the Petitioner, pension is not a charity or bounty and that, retirement includes voluntary retirement also. Certainly, resignation and retirement are synonymous and the Petitioner would be entitled to get pensionary benefits in terms of the provisions under General Insurance (Employees) Pension Scheme, 1955 and that, Regulation 22 of the Scheme is ultra vires to the Constitution.

4. The contention raised by the Petitioner in the Affidavit cannot be accepted, as 'Resignation' and 'Voluntary Retirement' stand on different footings and they are not synonymous. The Petitioner has also not challenged Regulation 22 of the Scheme, which dis-entitles an employee his pensionary benefits on resignation or dismissal or removal or termination or compulsory retirement from service.

5. In this case, the Petitioner has submitted his resignation on the ground of ill-health and he was not allowed to go on Voluntary retirement. Had the Petitioner opted Voluntary Retirement and if, it had not been taken as one of Resignation, his contention would be justified. As the Respondents herein did not allow the Petitioner to go on voluntary retirement, the Petitioner subsequently submitted his resignation on health grounds, with a request to relieve him with effect from 31.11.1994. According to the Petitioner, he was relieved from service on 18.01.1995 based on his letter of resignation and not on any other ground. Hence, the contention of the Petitioner that, Resignation and Voluntary Retirement have to be treated on par, cannot be accepted in terms of Regulation 22 of the General Insurance (Employees) Pension Scheme, 1955.

In view of the foregoing, this Writ Petition stands dismissed. No costs.

-s/d-

Assistant Registrar (CS-)

True Copy

Sub-Assistant Registrar

To:

1. The Chairman, United India Insurance Co. Ltd.
24, Whites Road, Chennai - 600 014.

2. The Regional Manager,
United India Insurance Co. Ltd.,
Pandiyan Buildings, West Veli Street, Madurai.

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