

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13.08.2020

CORAM

THE HON'BLE Mr. JUSTICE V.PARTHIBAN

W.P.No.10570 of 2020

V.P.Ganesan

... Petitioner

Vs.

1.The Deputy General Manager,
HRM-CMR 1, Bank of Baroda,
No.10, C.P.Ramasamy Road, 2nd Floor,
Alwarpet, Chennai-600 018.

2.The Chief Manager,
Bank of Baroda,
Sowcarpet Branch,
No.6, Devaraja Mudali Street,
Sowcarpet, Chennai-600 003

... Respondents

Prayer : Petition filed under Article 226 of The Constitution of India praying to issue a Writ of Mandamus to direct the respondents to fix and pay as per fifth memorandum of bipartite settlement dated 29.10.1993 one advance increment with all consequential benefits and pay the arrears together with interest from the due date till the date of making payment to the petitioner.

For Petitioner : Mr.M.L.Ramesh

ORDER

This matter is taken up through web hearing.

2. The petitioner has approached this Court for seeking the following relief,

"to issue a Writ of Mandamus to direct the respondents to fix and pay as per fifth memorandum of bipartite settlement dated 29.10.1993 one advance increment with all consequential benefits and pay the arrears together with interest from the due date till the date of making payment to the petitioner."

3. The case of the petitioner is as follows:

The petitioner was employed in the second respondent bank from 1978 till 31.03.2001, the date on which he retired from service. The grievance of the petitioner in this writ petition is that he was not granted one advance increment

pursuant to a bipartite settlement dated 29.10.1993 and despite his protracted correspondence with the bank, no positive action was forthcoming and therefore, he is before this Court in this writ petition.

4. The learned counsel for the petitioner submitted that the bank has not appreciated the claim of the petitioner in proper perspective, as the petitioner was entitled to be granted one advance increment in terms of the bipartite settlement entered into by the bank with the employees in 1993. Unfortunately, the bank by misreading the settlement, had replied that the bipartite settlement dated 29.10.1993 did not apply to the second respondent bank. The learned counsel would submit that the second respondent bank was actually a signatory to the settlement and therefore, the reply was not valid.

5. Heard the learned counsel for the petitioner. This writ petition is not maintainable for more than one reason. First of all, the cause of action for grant of advance increment to the petitioner had arisen in 1993, when the bipartite settlement took place on 29.10.1993. Except stating that some representations had been forwarded by the petitioner with a gap of several years from 2001 after his retirement, no worthwhile material has been disclosed for this Court to entertain this writ petition after 27 years. Moreover, this Court is unable to understand as to what was the petitioner doing while he was in service from 1993 till 2001 and immediately thereafter. The petitioner cannot take undue advantage of the communication of the bank rejecting his claim as the basis of filing this writ petition as if the cause of action is continuous and recurring. Therefore, the writ petition, in the opinion of this Court, is hopelessly time barred and hit by severe laches and liable to be dismissed.

6. Even otherwise, how could a Writ of Mandamus be maintained when the claim of the petitioner was rejected by the bank by their communications dated 16.05.2019 and 05.08.2019. Instead of challenging the rejection letters, it is not open to the petitioner to merely seek a direction for grant of relief. The averments in regard to the validity of the rejection letter may not be the basis for issuance of Writ of Mandamus unless proper grounds are raised questioning the rejection letters of the second respondent bank, assuming the Writ Petition is otherwise maintainable over looking such inordinate delay in the claim of the petitioner.

7. The fact of the matter is that the petitioner retired 19 years before and the present claim of the petitioner appears to be too speculative in nature and such a stale claim, under no circumstances, can be entertained.

8. In the above circumstances, the writ petition is not maintainable and hence, the same is dismissed even at the admission stage itself as being devoid of merits and substance. No costs.

dn/suk

Sd/-
Assistant Registrar

//True Copy//

Sub Assistant Registrar

To

1.The Deputy General Manager,
HRM-CMR 1, Bank of Baroda,
No.10, C.P.Ramasamy Road, 2nd Floor,
Alwarpet, Chennai-600 018.

2.The Chief Manager,
Bank of Baroda,
Sowcarpet Branch,
No.6, Devaraja Mudali Street,
Sowcarpet, Chennai-600 003

+1cc to M/s. M.L. Ramesh, Advocate, S.R.No.26605

VS(CO)
EU 31.08.2020

W.P.No.10570 of 2020

सत्यमेव जयते

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