

2
06.10.2023
D.Hira
Court No. 12

**In The High Court At Calcutta
Civil Appellate Jurisdiction
Appellate Side**

**MAT 1749 of 2016
With
CAN 1 of 2016 (Old No. 9927 of 2016)**

**Bansidhar Mandal
Versus
Asst. General Manager, PNB & Ors.**

**Mr. Surya Prasad Chattopadhyay,
Mr. Satya Ranjan Kundu,
Mr. Ankit Chatterjee.
... for the appellant**

**Ms. Parna Roy Choudhury.
... for the respondent Bank**

The appellant while working in the respondent bank as Manager, by the letter dated 19th December, 2013 submitted his resignation by giving three months notice. The resignation of the appellant was accepted by the bank by the letter dated 10th March, 2014 with effect from 16th January, 2014 and relieved him from service on 30th April, 2014. The appellant made representations to the respondent bank seeking pension. The respondent bank by the letter dated 24th September, 2014 rejected the request of the appellant for pension. The appellant filed the present writ petition being W.P. no. 3559 (W) of 2015 challenging the said order.

The learned Single Judge by the order dated 11th February, 2015 considering Clause 22 of the Punjab National Bank (Employees') Pension Regulations, 1995 and Clause 38 of the Service Conditions dismissed the writ petition.

Challenging the said order of dismissal of writ petition, the appellant has come out with the present appeal.

Learned counsel appearing for the appellant submitted that by the letter dated 19th December, 2013 the appellant submitted his resignation with request for pensionary benefits. The respondent bank did not reject his request for pension while accepting his resignation.

Clause 22 of the Punjab National Bank (Employees') Pension Regulations, 1995 and Clause 38 of the Service Conditions are not applicable to the facts of the case since the appellant voluntarily retired from service. The appellant even though mentioned his resignation in his letter dated 19th December, 2013 it means only voluntary retirement.

Learned counsel appearing for the respondent bank submitted that the appellant resigned from service and, hence, as per Clause 22 he is not entitled for any pensionary benefits. As per Clause 22 if an employee resigned or dismissed or removed or terminated from service of the bank he is not entitled to

pensionary benefits. Hence, the respondent bank accepted resignation. The appellant is not entitled for the relief claimed and prayed for dismissal of the appeal.

Heard Mr. Surya Prasad Chattopadhyay, learned counsel appearing for the appellant and Ms. Parna Roy Choudhury, learned counsel appearing for the respondent bank and perused the entire materials on record.

The contention of the learned counsel for the appellant is that by his letter dated 19th December, 2013 he meant only voluntary retirement even though he used term resignation. The said contention is not acceptable in view of his earlier letters written by the appellant. Originally he sent a letter dated 3rd October, 2013 tendering voluntary retirement from bank's service. On the same day, again the appellant submitted another letter tendering his resignation from bank's service on medical ground. Subsequently, according to appellant, he was informed and advised verbally to change the wordings from resignation to voluntary retirement on 8th November, 2013 and, hence, he sent another mail dated 9th November, 2013 and also a letter dated 9th November, 2013 through Registered Post. Subsequently, the appellant by his letter dated 5th December, 2013 clarified that his letter dated 3rd October, 2013 mentioning resignation may be

treated as correct and considered and the mail dated 9th November, 2013 followed by hard copy through Registered Post mentioning voluntary retirement may be ignored and treated as cancelled. The said letter is extracted hereinbelow:-

**"To
The Circle Head
Punjab National Bank
HRD Section
Circule Office, Midnapur**

05.12.2013

Reg: Resignation from Bank Service

Sir,

I submitted my resignation on 03.10.2013 which was sent to you by mail followed by Hard Copy through Registered Post.

There after on 08.11.2013 I was informed and advised verbally to change the wordings from Resignation to Voluntary Retirement. The same was changed and sent by mail on 09.11.2013 followed by hard copy through Registered post on the same date.

I have now learnt that it has caused a confusion as both the submissions are of same date that is 03.10.2013.

In this regard I beg to confirm that my submission through mail and hard copy forwarded on 03.10.2013 mentioning Resignation from Bank Service may kindly be treated as correct and considered. The mail dated 09.11.2013 followed by hard copy through registered post mentioning Voluntary Retirement may kindly be ignored and treated as cancelled.

I again pray your kindness for sympathetic and favourable consideration in the matter.

I remain Sir.

Yours sincerely

***Bansidhar Mandal
Manager (P.F. No-39256)
B/O- Chakrasul"***

The respondent bank by the letter dated 13th December, 2013 placed the matter before the authority and rejected both letters for resignation as well as for voluntary retirement and advised to submit fresh application.

Hence, the appellant submitted another letter dated 19th December, 2013 mentioning resignation and the same was accepted.

For the above reasons and letter of the appellant dated 5th December, 2013 the contention of the learned counsel for the appellant is that word resignation used in the letter dated 19th December, 2013 is only meant for voluntary retirement cannot be accepted.

As per Clause 22 of the Punjab National Bank (Employees') Pension Regulations, 1995 a person resigned from service is not entitled to pension. Clause 22 of the Punjab National Bank (Employees') Pension Regulations, 1995 clearly mentions that a person who resign from service is not entitled to pensionary benefits

Clause 22 is extracted hereunder for better appreciation.

“22. Forfeiture of Service.

- (1) Resignation or dismissal or removal or termination of an employee from the service of the Bank shall entail for forfeiture of his entire past service and consequently shall not qualify for pensionary benefits;***

- (2) *An interruption in the service of a Bank employee entails forfeiture of his past service, except in the following cases, namely:-*
- (a) authorised leave of absence;*
 - (b) suspension, where it is immediately followed by reinstatement whether in the same or a different post, or where the Bank employee dies or is permitted to retire or is retired on attaining the age of compulsory retirement while under suspension;*
 - (c) transfer to non-qualifying service in an establishment under the control of the Government of Bank if such transfer has been ordered by a competent authority in the public interest.*
 - (d) Joining time while on transfer from one post to another.*
- (3) *Notwithstanding anything contained in sub-regulation (2) the appointing authority may, by order, commute retrospectively the periods of absence without leave as extraordinary leave.*
- (4) *(a) In the absence of specific indication to the contrary in the service record, an interruption between two spells of service rendered by a bank employee shall be treated as automatically condoned and the pre-interruption service treated as qualifying service.*
- (b) Nothing in clause (a) shall apply to interruption caused by resignation, dismissal or removal from service or for participation in a strike.*

Provided that before making an entry in the service record of the bank employee regarding forfeiture of past service because of his participation in strike, an opportunity of

representation may be given to such bank employees.”

The learned Single Judge considering Clause 22 and letters of the appellant rightly dismissed the writ petition.

There is no error in the order of the learned Single Judge warranting interference by this Court.

The appeal is dismissed.

Urgent Photostat certified copy of this order, if applied for, be given to the parties on usual undertaking.

(V.M. Velumani, J.)

(Rai Chattopadhyay, J.)