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W.P.No.22887 of 2018

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 29.09.2023

CORAM

THE HON'BLE MR.JUSTICE C.V.KARTHIKEYAN

W.P.No.22887 of 2018

Inayatulla Khan Lodi

... Petitioner

-Vs-

1. Indian Overseas Bank
Rep. by its Chief Executive Officer/Managing Director
Central Office, 763, Anna Salai,
Chennai – 600 002.

2. The Chief Manager
HRMD – Pension Cell,
Indian Overseas Bank
Central Office, 763, Anna Salai,
Chennai – 600 002.

... Respondents

PRAYER: Writ Petition under Article 226 of the Constitution of India praying for a Writ of Certiorarified Mandamus to call for the records relating to the impugned letter bearing HRMD/Pension/123/2018-2019 dated 04.07.2018 issued by the second respondent and to quash the same and consequently direct the respondents to process petitioner's application



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for pension dated 27.02.2013 and sanction pension to him from the date he was relieved from service on 16.06.2008 within a time frame.

For Petitioner : Mr. K.M.Ramesh
Senior Counsel
for Mr.A.N.Kumar

For Respondents : Mr. Anand Gopalan
for M/s. T.S.Gopalan & Co.,

ORDER

The Writ Petition has been filed in the nature of Certiorarified Mandamus seeking records relating to the impugned letter dated 04.07.2018 issued by the second respondent / Chief Manager, HRMD-Pension Cell, Indian Overseas Bank, Central Office, Anna Salai, Chennai and to quash the same and direct the respondents to process the application of the petitioner for pension dated 27.02.2013 and sanction pension to the petitioner from the date when he was relieved from service on 16.06.2008 within a time frame.

2. The petitioner had joined the service of the erstwhile Bharath Overseas Bank on 17.04.1974 as a Clerk. He was promoted as Scale I



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Officer in the year 1982 and was transferred to Burra Bazar Branch at Calcutta during 1988. At that particular point of time, he was issued with a charge memo consequent to allegations of misappropriation alleging that he had acted in collusion with the Branch Manager there and with some customers, and thereby caused loss to the bank. An order of dismissing him from service was passed on 19.07.1993.

3. The petitioner had filed an Appeal before the Board of Directors, who dismissed the same. The petitioner filed a further Appeal before the Appellate Authority under Section 41(2) of the Tamilnadu Shops and Establishment Act 1947. That Appellate Authority set aside the order of dismissal. The respondent bank filed W.P.No. 9537 of 1997 which was allowed by an order dated 01.04.2023. The petitioner then filed W.A.No. 1781 of 2003 and a Division Bench of this Court allowed the Appeal and restored the order setting aside the order of dismissal. The petitioner further stated that the respondents had filed a review before the Division Bench, which was however dismissed. Thereafter, the petitioner was reinstated in service and was posted as Assistant Manager at Nagapattinam Main Branch.



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4. The petitioner then opted for voluntary retirement from service in accordance with the Regulation 29 of Indian Overseas Bank (Employees) Pension Regulations, 1995 and submitted an application to that effect on 24.09.2008. The petitioner claimed that he had to necessarily seek voluntary retirement in view of the health condition of his wife. The application for voluntary retirement was however kept pending for two months. The petitioner then submitted a resignation letter on 24.11.2008 to the Branch Manager of Nagapattinam Branch. This particular resignation letter was also kept pending and after seven months, it was accepted and according to the petitioner, he was relieved from service by an order dated 16.06.2009.

5. The petitioner claimed that he had put in 35 years and 2 months of service and was therefore eligible for pension under the Pension Rule 1995. During his service, he had contributed his portion from his salary towards provident fund and the respondent Bank had also given their contribution. The petitioner claimed that the gratuity amount payable to him was credited after about four years from the date of his resignation. He



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stated that the contribution towards provident fund by the Bank was held back. The petitioner was therefore of the opinion that his request seeking to pension was under consideration of the respondents.

6. The petitioner thereafter stated that thereafter while the application was kept pending, the respondents had brought about, consequent to a pension settlement dated 29.10.1993, a pension Regulation 1995. He had not opted for the same. Thereafter, the scheme was further extended and an opportunity was given, even to those who had retired to join the pension scheme. The petitioner applied for joining in the pension scheme in the prescribed form on 27.02.2013 and offered to refund the provident fund contribution of the respondents together with interest.

7. The impugned order was then passed on 04.03.2018 rejecting his request. In the impugned order, the reason given was that the said offer would be available only to those who had retired from service and to those who had voluntarily retirement from service but not for those who had



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resigned from service. That latter portion was not specifically stated.

Questioning that particular communication, the present Writ Petition has been filed.

8. The respondents filed a counter affidavit wherein the facts of the services of the petitioner were not denied but however it was stated that the petitioner had ceased from employment with effect from 16.06.2009, not on account of attaining the age of superannuation or by way of voluntary retirement but on the basis of a letter of resignation given by him. It was stated that as per Regulation 22(1) of the Indian Overseas Bank Employees' Pension Regulations 1995, resignation or dismissal or removal or termination would entitle forfeiture of entire past service and shall not qualify for pensionary benefits. It was therefore claimed that though the option to join the pension scheme was extended in the year 2010, it was not applicable to the petitioner herein since he had resigned from service.



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9. It was also stated that there was no obligation on the respondents to communicate any settlement reached or notices issued to such employees. It was also sated that much later in the year 2018, the petitioner had given a representation and the rejection has been challenged in the Writ Petition though the scheme was opened up in the year 2010 and the option was exercised by the petitioner in the year 2013. In effect, it had been stated that the claim of the petitioner should also be rejected on the ground of laches and delay.

10. Heard Mr K.M.Ramesh, learned Senior Counsel appearing on behalf of the petitioner and Mr. Anand Gopalan, learned counsel for the respondents.

11. It is the contention of the learned Senior Counsel for the petitioner that though the petitioner had given a letter seeking to voluntary retirement from service on 24.09.2008, the respondents had not acted on the same. It was further contended that the heath condition of the wife of the



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petitioner deteriorated when he was posted in Nagapattinam and the petitioner was under an obligation to come over to Chennai. Therefore, left with no other option and frustrated at the lack of response from the respondents, the petitioner had given a letter of resignation on 24.11.2008. It was contended by the learned Senior Counsel that the said letter of resignation was also kept pending. The petitioner was finally relieved from service only on 16.06.2009. The learned Senior Counsel stated that when the pension scheme opened up on the year 2010, the petitioner had given an application seeking to join in the pension scheme in the year 2013 and thereafter, since it had been rejected, had filed the Writ Petition.

12. It is the contention of the learned Senior Counsel for the petitioner that the act of resignation would not come to the disadvantage of the petitioner herein to join the pension scheme. It was specifically contended that the respondents had an obligation to extend the scheme even to those who had resigned since it was a pension scheme and in this connection, the learned Senior Counsel had placed very strong reliance on



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the Judgment of Hon'ble the Supreme Court reported in **(2011) 12 SCC 197**

[Sheelkumar Jain Vs. New India Assurance Co.,Ltd.,].

13. In that particular case, the Supreme Court had examined the effect of resignation and voluntary retirement. It was stated that while resignation from service entitled forfeiture of benefit of past service, voluntary retirement does not and that a person, who had voluntarily retired would be entitled to pension under the scheme in question. Thereafter, the Court further examined whether an employee, who resigned or voluntarily retired, could still seek the benefit of pension scheme.

14. The Court then examined the provisions of the General Insurance Business (Nationalisation) Act 1972 and also General Insurance (Employees) Pension Scheme, 1995 and the General Insurance (Termination, Superannuation and Retirement of Officers and Development Staff) Scheme, 1976. The Supreme Court then examined the effect of the resignation of an employee. In paragraph No. 26, examining the facts, the Hon'ble Supreme Court as observed as follows:-



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“26. In the facts of the present case, we find that the appellant had completed 20 years of qualifying service and had given notice of not less than 90 days in writing to the appointing authority of his intention to leave the service and the appointing authority had accepted notice of the appellant and relieved him from service. Hence, Para 30 of the 1995 Pension Scheme applied to the appellant even though in his letter dated 16-9-1991 to the General Manager of Respondent 1 Company he had used the word “resign”. ”

15. Thereafter, in paragraph Nos. 27 and 28, the Hon'ble Supreme Court had examined the precedents on the said aspect:-

*“27. We may now cite the authorities in support of our aforesaid conclusion. In **Sudhir Chandra Sarkar v. Tisco Ltd.** [(1984) 3 SCC 369 : 1984 SCC (L&S) 540 : AIR 1984 SC 1064], the plaintiff had rendered continuous service*



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under the respondent from 31-12-1929 till 31-8-1959 i.e. for 29 years and 8 months. He submitted a letter of resignation dated 27-7-1959 and his resignation was accepted by the respondent by letter dated 26-8-1959 and he was released from his service with effect from 1-9-1959. On these facts, a three-Judge Bench of this Court held: (SCC p. 376, para 7)

“7. ... The termination of service was thus on account of resignation of the plaintiff being accepted by the respondent. The plaintiff has, within the meaning of the expression, thus retired from service of the respondent and he is qualified for payment of gratuity in terms of Rule 6.”

28. In Union of India v. Lt. Col. P.S. Bhargava [(1997) 2 SCC 28 : 1997 SCC (L&S) 290], the respondent joined the Army Dental Corps in 1960 and thereafter he served in various capacities as a specialist and on 2-1-1984 he wrote a letter requesting for permission to resign from service with effect from 30-4-1984 or from an early date. His resignation was accepted by a communication dated 24-7-1984 and he was



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released from service and he was also informed that he shall not be entitled to gratuity, pension, leave pending resignation and travel concession. On receipt of this letter, he wrote another letter dated 18-8-1984 stating that he was not interested in leaving the service. This was followed by another letter dated 22-8-1984 praying to the authority to cancel the permission to resign. ”

16. Thereafter, in paragraph No. 29, the Hon'ble Supreme Court had held as follows:-

“29. These letters were written by the respondent because he realised that he would be deprived of his pension, gratuity, etc. as a consequence of his resignation. These subsequent letters dated 18-8-1984 and 22-8-1984 were not accepted and the respondent was struck off from the rolls of the Army on 24-8-1984. On these facts, the Court held: (P.S. Bhargava case [(1997) 2 SCC 28 : 1997 SCC (L&S) 290] , SCC p. 32, para 19)



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“19. ... Once an officer has to his credit the minimum period of qualifying service, he earns a right to get pension and as the Regulations stand, that right [to get pension] can be taken away only if an order is passed under Regulation 3 or 16.””

17. Finally, the Hon'ble Supreme Court had given its conclusion in paragraph Nos. 30, 31 and 32 :-

“30. The aforesaid authorities would show that the court will have to construe the statutory provisions in each case to find out whether the termination of service of an employee was a termination by way of resignation or a termination by way of voluntary retirement and while construing the statutory provisions, the court will have to keep in mind the purposes of the statutory provisions.

31. The general purpose of the 1995 Pension Scheme, read as a whole, is to grant pensionary



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benefits to employees, who had rendered service in the insurance companies and had retired after putting in the qualifying service in the insurance companies. Paras 22 and 30 of the 1995 Pension Scheme cannot be so construed so as to deprive of an employee of an insurance company, such as the appellant, who had put in the qualifying service for pension and who had voluntarily given up his service after serving 90 days' notice in accordance with sub-para (1) of Para 5 of the 1976 Scheme and after his notice was accepted by the appointing authority.

32. In the result, we set aside the orders of the Division Bench of the High Court in the writ appeal as well as the learned Single Judge and allow this appeal as well as the writ petition filed by the appellant and direct the respondents to consider the claim of the appellant for pension in accordance with the 1995 Pension Scheme and intimate the decision to the appellant within three months from today. There shall be no order as to costs. ”



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18. The learned Senior Counsel for the petitioner also placed reliance on a subsequent Judgement of the Supreme Court reported in **(2014) 16 SCC 260 [Shashikala Devi Vs. Central Bank of India]**. In that particular case, it had been observed that the appellant before the Hon'ble Supreme Court had rendered 34 years of service and was therefore entitled to receive pension under the voluntary retirement scheme. It was also observed that the letter dated 08.10.2007 given by the appellant therein sought voluntary retirement and not resignation. It was also held that pension is neither a bounty nor a matter of grace but a recognition of past service rendered by the employee. It was also held that therefore, the Courts should be reluctant and to deny the relief as employees would not abandon a valuable right without cogent reasons.

19. Thereafter, the facts of the case was examined and the Hon'ble Supreme Court placed reliance on **(2011) 12 SCC 197 Sheelkumar Jain Vs. New India Assurance Co. Ltd.**, referred supra and held as follows:-



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*“21. In **Sheelkumar Jain v. New India Assurance Co. Ltd.** [**Sheelkumar Jain v. New India Assurance Co. Ltd., (2011) 12 SCC 197**] , the facts were somewhat similar to the case at hand. The appellant in that case was an employee of an insurance company governed by a pension scheme which provided, as in the case at hand, forfeiture of the entire service of an employee should he resign from his employment. The appellant submitted a letter of resignation which resulted in denial of his service benefits under the scheme aforementioned. This Court, however, held that since the employee had completed the qualifying service and was entitled to seek voluntary retirement under the scheme he could not be said to have resigned so as to lose his pension. This Court said: (SCC pp. 205-06, paras 25-26)*

“25. Para 22 of the 1995 Pension Scheme states that the resignation of an employee from the service of the corporation or a company shall entail forfeiture of his entire past service and consequently he shall not qualify for pensionary benefits, but does not define the term ‘resignation’. Under sub-para (1) of Para 30 of the 1995 Pension Scheme, an employee, who has



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completed 20 years of qualifying service, may by giving notice of not less than 90 days in writing to the appointing authority retire from service and under sub-para (2) of Para 30 of the 1995 Pension Scheme, the notice of voluntary retirement shall require acceptance by the appointing authority. Since 'voluntary retirement' unlike 'resignation' does not entail forfeiture of past services and instead qualifies for pension, an employee to whom Para 30 of the 1995 Pension Scheme applies cannot be said to have 'resigned' from service.

26. In the facts of the present case, we find that the appellant had completed 20 years of qualifying service and had given notice of not less than 90 days in writing to the appointing authority of his intention to leave the service and the appointing authority had accepted notice of the appellant and relieved him from service. Hence, Para 30 of the 1995 Pension Scheme applied to the appellant even though in his letter dated 16-9-1991 to the General Manager of Respondent 1 Company he had used the word 'resign'."

22. In the result this appeal succeeds and is hereby allowed. The impugned order [Shashikala Devi



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v. Central Bank of India, LPA No. 1998 of 2010, order dated 11-11-2011 (Pat)] passed by the High Court is, hereby, set aside and the writ petition filed by the deceased employee allowed [Shashikala Devi v. Central Bank of India, CWJC No. 13458 of 2008, order dated 29-9-2010 (Pat)] with a direction to the respondent Bank to treat the letter dated 8-10-2007 as a notice for voluntary retirement of the employee and for curtailment of three months' notice period. Depending upon the view the competent authority may take on the question of curtailment of the notice period and/or deduction of three months' salary from out of the retiral benefits of the deceased employee, the deceased employee's claim for payment of retiral benefits due under the relevant rules including pension shall be processed and released in favour of the appellant widow as expeditiously as possible but not later than six months from the date a copy of this order is served upon the Bank. In the event of the Bank's failure to comply with the directions within six months as indicated above, the amount payable to the employee and after his death his widow, shall start earning interest @ 10% p.a. from the date the period



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of six months expires. The parties are left to bear their own costs. ”

20. It was thus contended by the learned Senior Counsel on behalf of the petitioner herein that even though the petitioner had resigned from service, there was a compulsive reason to tender that particular letter and therefore claimed that the petitioner must be granted the benefit of the pension scheme as offered by the respondents.

21. However, Mr. Anand Gopalan, learned counsel appearing on behalf of the respondents contended that the Judgment in ***Sheelkumar Jain*** referred supra would not be applicable to the facts of the present case. It was very specifically stated by the learned counsel that that particular Judgment was rendered taking into consideration employees of an Insurance Company and not with respect to a Bank employee like the petitioner herein.



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22. The learned counsel placed strong reliance on **2012 9 SCC 671** [*M.R.Prabhakar and Others Vs. Canara Bank and Others*]. The learned counsel pointed out that the Supreme Court in this particular case had very specifically examined the ratio laid down in *Sheelkumar Jain* referred supra and had distinguished the same on the ground that the said reasoning was related to an Insurance Company and not with respect to a Banking.

23. In this case, the appellants had claimed pension though they had resigned from their respective services before the settlement had been reached between All India Bank Officer's Federation and the Indian Banks' Association. It was therefore contended that the 1995 regulation would not apply to the appellants.

24. With respect to the ratio laid down in *Sheelkumar Jain* referred supra, the Hon'ble Supreme Court had held as follows:-

“18. The learned counsel appearing for the appellants have placed heavy reliance on



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Sheelkumar Jain [(2011) 12 SCC 197] and submitted that in the light of that judgment, the decision rendered in Sanwar Mal [(2004) 4 SCC 412 : 2004 SCC (L&S) 699] requires reconsideration. We find it difficult to accept the contention raised by the learned counsel appearing for the appellants.

*19. We may point out that in **Sheelkumar Jain [(2011) 12 SCC 197]** this Court was dealing with an insurance scheme and not the pension scheme, which is applicable in the banking sector. The provisions of both the scheme and the Regulations are not in pari materia. In **Sheelkumar Jain case [(2011) 12 SCC 197]** , while referring to Para 5, this Court came to the conclusion that the same does not make distinction between “resignation” and “voluntary retirement” and it only provides that an employee who wants to leave or discontinue his service amounts to “resignation” or “voluntary retirement”. Whereas, Regulation 20(2) of the Canara Bank (Officers') Service Regulations, 1979 applicable to banks, had specifically*



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referred to the words “resignation”, unlike Para 5 of the Insurance Rules. Further, it is also to be noted that, in that judgment, this Court in para 30 held that the Court will have to construe the statutory provisions in each case to find out whether the termination of service of an employee was a termination by way of resignation or a termination by way of voluntary retirement.

20. The appellants, when tendered their letters of resignation, were governed by the 1979 Regulations. Regulation 20(2) of the 1979 Regulations dealt with resignation from service and they tendered their resignation in the light of that provision. We are of the view that the appellants have failed to show any pre-existing rights in their favour either in the statutory settlement/joint note dated 29-10-1993 or under the 1995 Regulations. The appellants had resigned from service prior to 1-11-1993 and, therefore, were not covered by the statutory settlement, joint note dated 29-10-1993 and the 1995 Regulations. They could not establish any pre-existing legal, statutory or fundamental rights



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in their favour to claim the benefit of the 1995 Regulations. Consequently, the reliance placed by the appellants either on Regulation 29 or Regulation 22 in support of their contentions, cannot be accepted, since they are not covered by the scheme of pension introduced by the banks with effect from 1-11-1993.

21. We, therefore, find no merit in these appeals and the same are dismissed with no order as to costs. ”

25. It is therefore contended by Mr. Anand Gopalan that this particular Judgment would be directly applicable to the facts of this case.

26. On behalf of the petitioner, there was a further reliance placed on a Circular of the Indian Bank Association dated 07.03.2013 wherein it had been stated that an employee, who was a member of the Provident Fund Scheme had compulsory retired from service either before 27.04.2010 and after that date, should not be eligible for another option for pension. It had also been stated that however if it is a bona fide mistake on the part of the



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Bank, then such rejection should be critically reviewed. Probably, the learned Senior Counsel relied on this particular circular to insist on the Court to direct the respondents to reconsider the decision taken by them.

27. I have carefully considered the arguments advanced. The facts in this case are not disputed. The petitioner had joined as a Clerk and at the relevant point of time was working as an Officer in Nagapatinam Branch of the respondents. On 24.09.2008, citing the illness of his wife, who was at Chennai, the petitioner had given his willingness to retire on Voluntary Retirement from the respondents. It is normally accepted that such request should be considered within a period of 90 days by the respondent/Management. Even before that period could end on 24.11.2008, the petitioner had given a letter of resignation from the Bank. It would only be appropriate that such letter of resignation is reduced in entirety. It is as follows:-



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“Dear Sir

Sub:- RESIGNATION

I am hereby submitting my resignation letter due to personal and on health grounds. I hereby request you to kindly relieve me with immediate effect. In lieu of notice period I am willing to pay the salary.”

28. One significant factor in this particular letter is that the petitioner had also mentioned about the notice period. In a Voluntary Retirement Scheme, there is no question of salary being paid in lieu of notice. That would arise only in cases of resignation and not in cases of retirement. The intention of the petitioner was therefore very clear. He wanted to resign from the service of the respondents. Once that particular resignation is accepted, there was no further employer or employee relationship between the petitioner and the respondents. On that particular date, whatever amounts are payable to him should be paid to him and thereafter, there is a complete cessation of employer and employee relationship.



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29. The issue of retirement is different. A person, who retires would always be eligible to join in any scheme, which is subsequently offered by the respondents, for those who had retired from service. The respondents had originally offered a pension scheme of the year 1995. The petitioner did not join in that scheme. Subsequently, a window was again opened by the respondents in the year 2010. The petitioner did not immediately join. He had earlier resigned by giving a letter on 24.11.2008. He then forwarded an application to join in that particular scheme only in the year 2013. This was a second option to join the pension scheme. The second option is not the second option of the petitioner but the second time when that particular option was opened up by the respondents. It was so opened up by the respondents consequent to a settlement reached between the Union and the respondents.

30. It is seen that the petitioner had delayed in exercising his option. He had given such option only on 27.02.2013. By that time, the scheme itself had closed. The window was open for a specific period of time



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and after the window had closed, which was in the year 2010, the petitioner had given his application seeking to join in the pension scheme. However, resigned, the petitioner cannot be considered for being admitted to the pension scheme. The resignation of the petitioner was covered under Regulation 22(1) of the Employees Pension Regulations, 1995. It had been specifically provided that those, who had resigned would not qualify for pensional benefits. The said provision which was given in the counter affidavit is extracted below:-

“Regulation 22(1):

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

31. This is the only a ground on which the respondents had rejected the application of the petitioner herein.



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32. The learned Senior Counsel for the petitioner had placed reliance on the Judgment of the Hon'ble Supreme Court in *Sheelkumar Jain Vs. New India Assurance Co., Ltd.*, reported (2011) 12 SCC 197. But however, the answer to that contention had been given by the subsequent Judgment of the Hon'ble Supreme Court in 2012 9 SCC 671 [*M.R.Prabhakar and others Vs. Canara Bank and Others*]. The Hon'ble Supreme Court had distinguished the reasonings given in *Sheelkumar Jain* and very categorically stated that what was discussed in *Sheelkumar Jain* was with respect to an Insurance Company Scheme and not the Pension Scheme which was applicable to the Banking Sectors.

33. It had also been held that the provisions of both the schemes and the regulations were not *pari materia* with that of the Insurance Scheme. It was also held that in the Banking Sector, there is a specific distinction between the resignation and the Voluntary Retirement. They are separate doors. Resignation severs all connection with the employer on and from the date it is accepted by the employer. It had therefore been held in



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(2014) 16 SCC 260 [Shashikala Devi Vs. Central Bank of India] would

not come to the rescue of the appellant therein.

34. This ratio laid down by the Hon'ble Supreme Court is binding. Even in the instant case, the respondents are in the Banking sector and, the ratio as laid down in ***M.R. Prabhkar (referred Supra)*** alone would apply to the facts of this case.

35. With respect to the other Judgment relied on by the learned Senior Counsel, ***Shashikala Devi (referred Supra)*** **(2014) 16 SCC 260**, the Hon'ble Supreme Court had examined the particular letter which had been given and had interpreted it as one of voluntary retirement and not as a resignation letter.

36. But in the instant case, the letter of the petitioner, should be considered only as a resignation since a separate letter had been given by the petitioner on 24.09.2008 seeking voluntary retirement and the letter



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given seeking resignation on 24.11.2008 did not have as a reference, the earlier letter and did not once again reiterate preference to retire voluntarily from the respondents. It was a definite expression of intent that the petitioner wanted to resign from service. He had also given his reasons.

37. Reliance had also been placed by the learned Senior Counsel for the petitioner on the Judgment of the Hon'ble Supreme Court reported in in **2022 SCC Online SCC 1248 [State of Rajasthan Vs. O.P. Gupta]**. The respondent therein had resigned from Rajasthan State Agro Industry Corporatoin to take up an appointment as Assitant Director (Agro-Industries) in the Department of Industries in the State of Rajasthan, after being selected through the RPSC. This aspect was thereafter considered and it was held as follows:-

“23. There can be no doubt that resignation from service may entail forfeiture of past service. However, sub-rule (2) of Rule 25 of the Rules carves out an exception. The said sub-



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rule clarifies that a resignation with proper permission to take up another appointment, whether temporary or permanent, under the Government shall not entail forfeiture of past service.”

38. It had been very specifically held that 'resignation from service would entitle forfeiture of past service'. This was a statement of law. Thereafter, the exception to the Rule as provided in the Rules therein under Rule 25(2) of the Rules had been examined by the Hon'ble Supreme Court. Owing to that exception relief granted. That is a defining factor.

39. In the instant case, the petitioner had first issued a letter seeking voluntary retirement and thereafter issued another letter seeking resignation. He was clear with what he wanted. He wanted to resign from service. He did not want to have any further relationship with the respondent Bank. It must also be kept in mind that the petitioner is not and cannot either claim innocence or ignorance and seek indulgence. As his records shows he is quite adopt in judicial proceedings having bought his



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way through, while earlier discharged from service and had finally had succeeded when the matter reach the Division Bench of this Court. Therefore the petitioner cannot claim that he was not aware of the terms he used. The term he used was specifically 'resignation'. He should abide that particular statement. I hold that the respondents were correct in rejecting his request.

40. The Writ Petition therefore fails and is accordingly, dismissed.

No costs.

vsg

29.09.2023

Index: Yes/No

Neutral Citation: Yes/No

To

1. Chief Executive Officer/Managing Director
Indian Overseas Bank
Central Office, 763, Anna Salai,
Chennai – 600 002.



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2. The Chief Manager
HRMD – Pension Cell,
Indian Overseas Bank
Central Office, 763, Anna Salai,
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C.V.KARTHIKEYAN,J.



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