

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15.09.2023

CORAM

THE HON'BLE Mr. JUSTICE **C.V.KARTHIKEYAN**

W.P.No.6203 of 2017
and
W.M.P.No.6686 of 2017

M. Sundararaman

.. Petitioner

Vs.

1.Indian Bank,
Rep. by its Chairman & Managing Director,
Corporate Office / Head Office,
254 to 260, Avvai Shanmugam Salai,
Royapettah, Chennai – 600 014.

2.Assistant General Manager,
Indian Bank,
HO: HRM Department, Pension Cell,
66, Rajaji Salai, Chennai – 600 001.
Now functioning at,
HRM Department, I.R.C., II Floor,
254 to 260, Avvai Shanmugam Salai,
Royapettah, Chennai – 600 014.

3.Chief Manager,
Indian Bank,
No.66, Rajaji Salai,
Corporate Office / Head Office
Now functioning at,
HRM Department, I.R.C., II Floor,

254 to 260, Avvai Shanmugam Salai,
Royapettah, Chennai – 600 014.

.. Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorarified Mandamus, to call for the records relating to the impugned letters (a) bearing Pension: 13857:25:2010-11 dated 30.12.2010 issued by the 2nd respondent (b) bearing Pension: 13857:25:2010:11 dated 18.07.2011 and (c) CO:HRM: PENSION: 13857:2012-13 dated 31.05.2012 issued by the 3rd respondent and to quash the said orders and consequently direct the respondents to process the pension application of the petitioner dated 30.09.2010 and sanction pension to the petitioner within a time frame.

For Petitioner .. Mr.K.M.Ramesh, Senior Counsel

For Respondents .. Mr.Anand Gopalan

For Mr.T.S.Gopalan

ORDER

This writ petition has been filed in the nature of Certiorarified Mandamus seeking records relating to letter dated 30.12.2010 issued by the 2nd respondent and dated 18.07.2011 and also dated 31.05.2012 both issued by the 3rd respondent and to quash the same and also to direct the respondents to process the pension application of the petitioner dated 30.09.2010 and sanction pension to the petitioner herein.

2. Even before examining the facts of the case, it must be stated that the petitioner seeks this Court to interfere with letters issued by the 2nd respondent and by the 3rd respondents in the years 2010, 2011 and 2012 and had filed this writ petition only in the year 2017. This is stated at the beginning, since one of the main grounds on which the learned counsel for the respondents had questioned the right of the petitioner to seek any benefit as sought by him, is that it is hit by not only delay by the petitioner, but also by laches on the part of the petitioner.

3. Be that as it may, a perusal of the affidavit filed in support of the writ petition, shows that the petitioner had originally joined the respondent, Indian Bank as Clerk cum Shroff in December, 1976 and had been subsequently, promoted and finally promoted as Assistant Manager in November, 1982 and thereafter, was posted to the Regional Office at Bhuvaneshwar as Officer. He opted for Voluntary Retirement under VRS Scheme 2000 in April, 2001 while working in Regional Office, Bhuvaneshwar and was relieved from service on 28.04.2001. We are now in the year 2023 and the petitioner still has grievances over the frustration of the employee and employer relationship with the respondents herein.

4.It is stated that the respondents had come forward with a scheme, which could be called the Voluntary Retirement Scheme of the year 2000. There was an earlier scheme, but the petitioner did not opt for the earlier scheme, but opted for Voluntary Retirement Scheme 2000 in April, 2001. On that basis, he was also relieved from service with effect from 28.04.2001. It had been stated that in the Bank Employees Pension Regulations 1995, which governed the Pension Settlement dated 29.10.1993, there were various regulations provided and it was stated that the pension funds should be put up by the respondent bank. For creation of the fund, there shall be 10 per cent contribution by the staff on the basic drawn by them and the employer for their turn should also contribute 10 per cent of the same amount. This accumulated contribution along with interest would be transferred to the employees at the time of retirement. It was also stated that investment in annuities or securities could also be done by way of purchasing the same from the monies of the fund.

5.Thereafter, the petitioner, as stated, had contributed 10 per cent of his basic month after month and the bank in turn had contributed their contribution. Under the Voluntary Retirement scheme 2000, the respondents

had opened a window on 21.08.2010 for those who had already retired to join in the pension scheme as opposed to the contributory pension scheme to which the petitioner was a member. But, however, there was a fixed time limit within which this particular window was kept open. It was for the period of two months from 21.08.2010 till 21.10.2010. The petitioner had retired in the year 2001 and opted to join the said pension scheme.

6.This would necessitate the petitioner to pay back the amount contributed by the bank. The amount contributed by the bank was known to the petitioner from examining the website of the respondent bank. The petitioner came to know that the total amount had been crystallized at Rs.81,513.19/-. To pay this amount, the petitioner will have to draw a debit slip authorising his bank to transfer this particular amount to the respondent bank. The petitioner had also drawn that particular debit slip, but unfortunately, there was no funds in the bank and thus there was no possibility of his bank transferring the said sum to the respondent bank. Since there was no transfer of the said sum, the respondent bank had issued the impugned order dated 30.12.2010, wherein they had stated that the last date for refund of the bank contribution along with the stipulated interest

was 20.11.2010 and since the petitioner had not contributed or refunded that particular amount till 20.11.2010, his option exercised to join the pension scheme had become null and void. This is the order impugned in the writ petition.

7.It had been contended by the learned Senior Counsel for the petitioner that this amount of Rs.81,513.19/- had not been directly informed to the petitioner. But to the credit of the petitioner, he had been very vigilant about it and found that particular amount by examining the website of the respondent. The issue whether that particular notice by putting it up in the website would be sufficient or not has therefore become a moot question since the petitioner had acted on that information and had also issued a debit slip.

8.The respondents have filed their counter affidavit justifying the impugned order. They stated that the petitioner was a Provident Fund optee, in the sense he had opted for voluntary retirement under VRS Scheme 2000 in April 2001 and had been relieved from service on 28.04.2001, while he was working at Bhubaneswar. The petitioner had given an application

seeking pension and gave an application on 30.09.2010 within the window period between 21.08.2010 and 21.10.2010 to opt for the pension scheme.

9.It should be kept in mind that this was a special scheme, which was opened up by the bank to benefit those who had already retired and those who had to the Contributory Pension Scheme. This was an option and it could be stated as a step initiated by the respondents recognizing the services of those who had retired from service, but who did not get monthly pension as would have been possible had the Contributory Pension Scheme not been put into effect in the first place.

10.As stated, the petitioner had given an application on 30.09.2010. He had also given a debit slip to his bank authorising the bank to transfer the money to the respondents from his savings bank account No.9047475396 for repayment of the fund contributed by the respondents. This amount was Rs.81,513.19/-, which the petitioner had found out by viewing the website.

11. There is no dispute that the amount is right or wrong. It is the correct amount which the petitioner should have made available in his bank account. Unfortunately, the petitioner had not made the amount available and therefore, his bank did not transfer that amount to the respondents. The time period lapsed on 20.11.2010. Since the time period lapsed, the respondents were under the impression that the petitioner had voluntarily decided not to join the scheme. They therefore, issued the impugned order stating that since he had not transferred the amount, it would not be possible to accommodate him in the pension scheme.

12. In the counter affidavit, it had also been stated that if the request of the petitioner seeking to allow him to exercise the option after the stipulated time is accepted, it would seriously prejudice the bank and would also have serious substantial financial impact. It was also stated that it would also open the floodgates for similar belated claims without adhering to the sanctity of the cut off date. The impugned order is therefore justified on the primary ground that the petitioner had not made available the amount to be so transferred to the respondents, but also on the issue of delay and laches.

13. Heard arguments advanced by Mr.K.M.Ramesh, learned Senior Counsel for the petitioner and by Mr.Anand Gopalan, learned counsel for the respondents.

14. The facts are not disputed. The petitioner had retired from service under the VRS scheme 2000 on 28.04.2001 as Assistant Manager in Regional Office at Bhuvaneswar. The petitioner was leading a peaceful retired life and for no reason, he stirred himself up and his peace was disturbed by the option given by the respondents to those who had retired and during service were under the contributory pension scheme to join the pension scheme. This window was opened between 21.08.2010 and 21.10.2010. The petitioner need not have joined. If he had taken a prudent decision not to do so, he would have avoided nearly about a decade and more of agony in his mind and with the litigation which is now being disposed of by this Court.

15. Lured by the option of getting monthly pension, though he had received the entire amount which he had contributed month after month and also the bank's contribution and had also put them to good use between the

years 2001 to 2010, the petitioner had taken a decision to join the scheme offered in the year 2010. He had given his application within the window period on 30.09.2010. There were two conditions which the petitioner had to satisfy. The first one was naturally he should first exercise the option. But that does not bring about a contractual relationship or an obligation on the respondents to admit him to the pension scheme. That would be done only when he satisfies the second condition, which is more important, namely, repaying contribution of the bank with interest.

16.It is stated by the learned Senior Counsel that the bank did not inform the petitioner personally about the amount, which he should so return. But the interest of the petitioner is reflected by the fact that he gathered that information from the website of the respondent. Any website is in public domain. A notice put on the website is also sufficient since, in this case, at least it not only contained the specific amount which the petitioner should repay, but also gave the name of the petitioner and the amount which he should pay. It was not a general website were similarly placed persons like the petitioner, were directed to calculate the amount they should pay and pay an approximate amount and issue a debit note for

the same. The amount was specific to the paisa. It was Rs.81,513.19/-. Therefore, the petitioner cannot and should not have any grievance that he was not personally informed about it. He had already retired from service. There was no further employer and employee relationship after 2001 between him and the respondents. If he had been under the general pension scheme, the respondents would have a continuous account of his persons details and would have known about the residence and where he is residing since the pension paid would be a binding factor.

17. In order to facilitate the people from joining in this scheme and also to pay contribution amount, the respondent had been extremely transparent by putting up the amount in the website. I therefore hold that even if the petitioner had not been directly informed, of hosting the details to the specific last paisa in the website is more than sufficient compliance of notice to the petitioner herein. At any rate, it is not that the petitioner was not aware of the amount. He was aware of the amount and had issued a debit slip to the amount. It is not his case that he was unable to issue a deposit slip because he was not put on personal notice of the amount due. He had issued a debit slip. I really wonder at the strange mentality of his,

issuing such a debit slip, without any amount in his bank account. The debit slip was therefore of no use at all. It is just a piece of paper.

18.The contract between the respondents and the petitioner would fructify only when the petitioner transfers the contribution amount paid by the bank. Only then there would be a binding agreement or contract between the petitioner and the respondents. Till then the only document would be a letter given by the petitioner exercising the option and the debit slip issued by him, without any amount in the bank. This would certainly not give any rise to an obligation on the bank to admit him to the pension scheme. It is only just a one way transaction. The bank can also reasonably presume that the petitioner had opted out of the pension scheme since he had not deposited the amount in his bank, for that bank to transfer the amount to the respondent bank.

19.In view of this reasoning, I hold that the petitioner cannot claim, as a matter of right, that the respondent should admit him to the scheme after the period had expired on 20.11.2010. Thereafter, the only option available was for the respondents to bend their rules and exercise discretion.

20.The learned Senior Counsel for the petitioner presented several instances of learned Single Judges of High Courts having taken up that task and exercising that discretion and admitting the petitioners therein to the scheme.

21.I will address those decisions, but there is a significant judgment of a Division Bench reported in **2021 SCC OnLine Mad 2727, *Pr.Perichiappan Vs. Assistant General Manager (IR) and Others***, which has to be first examined. By a judgment dated 30.07.2021, the Division Bench was re-examining a judgment of a learned Single Judge dated 17.02.2020. The appellant there in who was the writ petitioner was an employee of Andhra Bank. He had also been relieved from service on 27.03.2001 under the Voluntary Retirement Scheme 2000. Thereafter, Andhra Bank, like the respondent bank herein, had opened up a small window in the year 2010 giving an option to those who had retired to join the pension scheme. The appellant therein had not exercised his option and had also not paid the amount required to be transferred to the respondents therein. But still he complained that he should have been admitted to the

scheme by the respondents. In that case, the last date fixed for exercising or receiving option letters was 31.10.2010. The appellant therein had exercised his option on 17.10.2011 after nearly a year. That is the only distinguishing factor between that particular case and the case in hand.

22.The Division Bench held that neither had the appellant therein exercised his option nor did he paid the amount as required for the contract being enforceable as between him and the respondents. The observations of the Division Bench are extracted hereunder:

“14. Admittedly, the appellant had voluntarily retired on completion of the qualifying service. The pension scheme is based on actuarial calculation and it is a self-financing scheme, which does not depend on budgetary support and consequently, it constitutes a complete Code by itself. The Pension Scheme only provides for an avenue for investment to retirees. They are provided avenue to put in their savings and as a term or condition which is more in the nature of an eligibility criterion, the Scheme disentitles, those who are not eligible.

15. In the instant case, it is not in dispute that the appellant had voluntarily retired on completion of qualifying service

and there was severance of employment. The pension scheme has been reintroduced after nine years of voluntary retirement of the appellant and a wide publicity of the same has been given in all possible modes. It is not the case of the appellant that he had intimated his erstwhile employer that he was employed in Singapore and he had provided the present residing address. Therefore, it is for the appellant to be in touch with the bank to know what is happening in the bank and anticipate introduction of any schemes after his retirement in his own interest. In this regard, it will be appropriate to quote the decision of the Hon'ble Apex Court in Senior Divisional Manager, Life Insurance Corporation of India Limited v. Shree Lal Meena reported in [\(2019\) 4 SCC 479](#), wherein in paragraph 26, it has been held as under:

*26. There are some observations on the principles of public sectors being model employers and provisions of pension being beneficial legislations. [Shashikala Devi v. Central Bank of India, [\(2014\) 16 SCC 260](#) : [\(2015\) 3 SCC \(L&S\) 319](#); Asger Ibrahim Amin v. LIC, [\(2016\) 13 SCC 797](#) : [\(2015\) 3 SCC \(L&S\) 12](#)] We may, however, note that as per what we have opined aforesaid, the issue cannot be dealt with on a charity principle. **When the legislature, in its wisdom, brings forth certain beneficial provisions in the form of Pension Regulations from a particular date and on***

particular terms and conditions, aspects which are excluded cannot be included in it by implication. The provisions will have to be read as they read unless there is some confusion or they are capable of another interpretation. We may also note that while framing such schemes, there is an important aspect of them being of a contributory nature and their financial implications. Such financial implications are both, for the contributors and for the State. Thus, it would be inadvisable to expand such beneficial schemes beyond their contours to extend them to employees for whom they were not meant for by the legislature.

16. The appellant had made representation by sending a letter through e-mail on 17.10.2011, much beyond the cut off date. The appellant, who ought to have exercised his option well within the time stipulated from the notified date to become eligible for the pension scheme, had neither opted for the pension scheme nor had refunded the amount, as per the circular within the dates, which were given as a pre-requisite for availing the benefits of the new pension scheme. For having failed to make the application within the window provided in the circular, the appellant is not entitled to be included in the scheme and the writ court has rightly dismissed the prayer of the writ petitioner. We do not find any

defect or infirmity in the order of the learned single Judge and it does not require any interference by this court.

17. In view of the above discussion, the writ appeal is dismissed. No costs.

23.The ratio laid therein broadly stipulates that any provision will have to be read as they read unless there is confusion are capable of another interpretation.

24.There is no confusion in the notification issued by the respondents herein in the instant case and therefore, it would not render any advantage to the petitioner herein to read the notification otherwise.

25.I am also under obligation to examine the judgments of the learned Single Judges, particularly of Punjab and Haryana High Court and of Delhi High Court, who have exercised discretion and directed admission of the petitioners therein to the pension scheme.

26.The learned Senior Counsel for the petitioner relied on a judgment of the Punjab and Haryana High Court reported in **2010 (4) LLJ 812**,

Allahabad Bank, Jalandhar and others Vs. Resham Singh and Another,

wherein, it had been held as follows:

“8.Can the right to pension be defeated merely on such technical pleas which can be termed spacious in nature? It was found as a matter of fact that the Bank had not informed the respondent-plaintiff to deposit the contributory fund alongwith interest within seven days of the receipt of intimation. The plea is that he was so told orally. As per the regulation, option form was to be filled by the employees who retired on or after 1.1.1986 and are not members of the existing pension scheme of the Bank. It has been rightly observed by the Courts that if there was no need on the part of the Bank to inform the respondent-plaintiff to deposit the contributory fund with interest then why was he so informed orally as came out in evidence. The responsibility to inform respondent-plaintiff in this regard was rightly fastened on to the Bank. In any case, such technicalities to deny right to pension would amount to stretching the things too far. The right to, pension can not be defeated on these technical pleas.”

27.The facts of that particular case was that the respondents had informed orally about the deposit of contribution fund with interest. The matter actually arose out of a suit and in a Second Appeal, the High Court

stated that such oral information is not sufficient. In the instant case, the petitioner came to know about the amount as it was hosted in the website and though he had been industrious on that aspect, unfortunately, he was not industrious in depositing the required amount into his bank account. The judgment is distinguishable on facts.

28. The learned Senior Counsel for the petitioner then relied on a judgment of the Delhi High Court reported in **2011 SCC OnLine Del 1301, Raja Bala Vs. Punjab National Bank**, wherein, it had been held as follows:

“7. To my mind, keeping in view the aforesaid paragraph 8 of the Scheme, the only way in which the Scheme can be construed is that the Bank was also obliged to communicate all the relevant particulars with regard to the amount to be deposited by the petitioner immediately on the making of the application exercising the option; and it is only thereafter that the period for making the deposit would begin to run. This is because, on the one hand, paragraph 8 of the Scheme obliges the bank to compute the amount refundable, and to inform the applicant accordingly, without setting down any time limit for doing so; on the other hand, not only is the applicant to refund the amount within 30 days, he has to do so

before 24.11.2010. If the Bank itself considered it necessary to compute and inform the applicant of the amount to be refunded by him, then, in the absence of that information, any opportunity given to him to pay is meaningless. Furthermore, for this Court to uphold the denial of the benefit of the Scheme on the sole ground of not having deposited the amount before the cut-off date of 24.11.2010 would amount to rendering compliance of paragraph 8 optional on the part of the Bank. Paragraph 8 creates a vested right in the applicant to be informed of the amount to be deposited by him, and the Bank cannot be permitted to ignore it. The only rational way to interpret the Scheme therefore, is that the applicant has to first apply before 25.10.2010. Having done that, he has to deposit the amount within 30 days after he is informed by the Bank under paragraph 8 and not before.”

29. The learned Single Judge of the Delhi High Court was also of the opinion that the bank should communicate the relevant particulars of the amount to be deposited by the petitioner therein. But again, the petitioner herein had stated that he had come to know about the amount through the website. Once that information had come to his knowledge, he cannot fall back on lack of personal intimation. Therefore, the judgment is distinguishable.

30.The learned Senior Counsel for the petitioner then relied on a judgment of the Delhi High Court reported in **2011 SCC OnLine Del 2286, Smt.Bhateri Vs. Punjab National Bank**, wherein, it had been held as follows:

“9. I have no reason not to follow the dicta of this Court in Raj Bala (supra) and R.K. Jain (supra). Merely because the petitioner in the present case is also employed with the respondent Bank would not disentitle the petitioner from the same treatment as meted out to the petitioners in the other two cases. Though the petitioner is working in the respondent Bank but considering the post at which she is working and her educational and social background, no presumption can be drawn that by her mere employment she would be aware of the exact amount required to be deposited. The very fact that the petitioner exercised the option for becoming a member of the Pension Fund and also deposited the money within the stipulated time is indicative of the petitioner having exercised the option and having not been able to deposit correct amount for the reason of having been not informed of the same.”

31.The reasoning of the learned Single Judge has been swayed by the

educational and social background of the petitioner therein. It was stated that there was a reason for not depositing the amount within the stipulated time. Those observations would not apply to the petitioner herein. The petitioner had retired as Assistant Manager in the bank, which is a post of much responsibility and he cannot claim ignorance and also cannot claim indulgence of this Court on that ground.

32.The learned Senior Counsel for the petitioner then relied on a judgment of the Delhi High Court reported in **2013 SCC OnLine Del 326, R.C.Vasudev vs. Punjab National Bank**, wherein, it had been held as follows:

“7. So far as the issue of delay and laches is concerned, the petitioner represented to the respondent-bank way back on 14.6.2002, and ultimately, the Appellate Authority rejected the claim of the petitioner on 22.6.2009, therefore, this petition was consequently filed in May, 2010. Accordingly, I do not find that there is any delay and laches in approaching this court inasmuch as this court will only be approached when all the remedies available to the petitioner in the respondent-bank are exhausted, and which were finally exhausted when the Appellate Authority passed the order dated 22.6.2009.”

33.It is seen that the petitioner had informed the bank on 14.06.2002, but had filed the writ petition in May 2010. The cause of action had arisen with must proximity since the respondents had rejected his claim only in June 2009. It was therefore held that there was no delay and the issue of laches on the part of the petitioner therein cannot be put against him. In the instant case, delay and laches stare directly at the face of the petitioner.

34.The learned Senior Counsel for the petitioner then relied on a judgment of the Delhi High Court reported in **2012 SCC OnLine Del 5683, Suraj Mal Vs. Punjab National Bank**, wherein, it had been held as follows:

“20. On perusal of the above option form dated 09.09.2010, it is clear that the petitioner agreed to all the terms and conditions of the scheme and authorized the Bank to transfer to the pension fund an amount equal to 2.8 times of his revised pay for the month of November 2007 representing his share in the 30% contribution mentioned above from the arrears paid on account of wage revision in terms of Bipartite Settlement/Joint Note dated 27.4.2010. It is further stated that he was agreeable to the said contribution of 30% towards the

initiation funding gap and thereafter voluntarily opted to become a member of the Bank's Pension Scheme

21. I am of the considered view that it was the duty of the respondent Bank to transfer the amount from the account of the petitioner in terms of the scheme as the petitioner had given all the powers to the respondent Bank to do the needful. No doubt, the respondent Bank refunded the amount to the petitioner, who is an ex-serviceman and retired as an Armed Guard from the Bank. At the time of receiving the total amount, he was not clear as to whether the Bank has transferred some amount for the scheme or not. He only realized thereafter and accordingly, when the respondent Bank did not transfer the amount from his account, then only he deposited the amount as required as per the scheme.”

35. It is seen that the petitioner therein had exercised a doubt whether the bank had actually transferred the contributory amount to his account and therefore had delayed in re-depositing the amount. Here the petitioner cannot claim such innocence of a fact whether the respondents had actually so contributed right from the time when he had been admitted to the Contributory Pension Scheme. The facts are distinguishable and the ratio would not be applicable to the facts of this case.

36.The learned Senior Counsel also placed specific reliance on the judgment of a learned Single Judge of this Court in ***W.P.No.35055 of 2012, G.Samraj Jayakumar Vs. Indian Bank and others***, dated 11.03.2016 wherein, it had been held as follows:

“9. Admittedly, the petitioner has exercised his option much before the closing of the Scheme on 21.10.2010 as early as on 27.8.2010. What is relevant is the date of exercising the option. The subsequent failure of the petitioner, if any, in not once again reiterating the authorisation and pay the provident fund can at best be termed as a procedural one. It will not take away the entitlement of the petitioner otherwise. The scheme has to be read as a whole. When the facts are not in dispute that the petitioner has exercised his option as early as on 27.8.2010, which was duly received by the Branch, he cannot be non-suited on a technical ground, as rightly held by the decisions referred by the learned counsel for the petitioner. Added to that, the petitioner has not given any undertaking expressing his interest in not joining the pension scheme by way of irrevocable undertaking letter. If one has to see the scheme as a whole, the endeavour is to make an employee to come under the pension scheme. That is the reason why the revised pay of 2.8 times is sought to be included as a matter of course. It is only on an employee exercising the option of going out of the pension scheme by giving irrevocable undertaking

letter, the consequences would follow. Thus, this Court is of the considered view that on merits the petitioner is entitled for the benefit. It is not as if the petitioner is otherwise disqualified from being considered under the scheme.”

37.The one distinguishing factor is that the respondents therein had also issued a notice that they had actually recovered 2.8 times of basic pay component of the revised scale of pay for November 2007 of Rs.96,124/- from the petitioner therein on 27.08.2010. Once there has been recovery of amount, then a contract sets in and there is a binding obligation on the part of the respondents to honour the option exercised by the petitioner therein.

38.In the instant case, the petitioner had deposited the amount much later after the time when the scheme had ended. There is a very vital distinguishing factor. As stated during the course of discussion, unless there is flow of money from the account of the petitioner to the respondents, there can be no binding contract effected on the respondents to admit the petitioner to the pension scheme.

39.It is also stated across the bar by the learned counsel for the

respondents that the respondents are still prepared to give the statement as to the amount which the petitioner has to deposit, but placed a caveat that the petitioner would also have to accept the pension only prospectively from the date on which he so deposits the amount so stipulated by the respondents.

40.The learned Senior counsel for the petitioner, however, insisted that the pension should be payable from the first date onwards and that there could be book adjustment of the amounts deposited by the bank and the pension which would be payable to the petitioner herein.

41.The Court cannot enter into a zone of discussion into that particular aspect as it would come to the realm of an independent agreement between the petitioner and the respondents. If the petitioner is prepared to join on the scheme prospectively, he may give a letter and the respondents may examine it balancing with financial implication and the bonafide of such offer made by the petitioner.

42.With the above observations, this writ petition stands dismissed.

No costs. Consequently, connected writ miscellaneous petition is closed.

15.09.2023

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Index: Yes/No

Internet: Yes/No

Neutral Citation: Yes/No

Speaking order: Yes/No

To

- 1.The Chairman & Managing Director,
Indian Bank,
Corporate Office / Head Office,
254 to 260, Avvai Shanmugam Salai,
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- 2.Assistant General Manager,
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- 3.Chief Manager,
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C.V.KARTHIKEYAN,J.

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