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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(C) 7413/2011**

RESIGNED BANK EMPLOYEE'S WELFARE ASSOCIATION

..... Petitioner

Through: Mr. Puneet Jain, Ms. Lisha Bhati, Mr.
Neeraj Kumar and Mr. Harsh
Vardhan Sharma, Advocates

versus

MINISTRY OF FINANCE AND ORS

..... Respondent

Through: Mr. Rajat Arora and Ms. Sneha
Vardhan, Advocate for R-2 to 4, 6 to
10, 15 to 17, 20, 22, 26, 27, 29 and
32.

Mr. Rajiv Kapur, Mr. Akshit Kapur
and Mr. Aditya Saxena, Advocates
for R-23 to 25/SBI.

Mr. Rajesh Kr Gautam, Mr. Anant
Gautam, Ms. Anani Achuni, Mr.
Dinesh Sharma, Ms. Shivani Sagar
and Mr. R.P. Daida, Advocates for R-
28.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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23.02.2024

(The proceeding has been conducted through Hybrid Mode)

CM APPL. 11252/2024

1. This is an application seeking impleadment on behalf of 14 members of the petitioners-association who are not in agreement with the Memorandum of Understanding entered into between the Indian Bank

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Association and United Forum of Bank Unions in the matter of extending an option to the officers/employees who have resigned to join the pension scheme under Bank Employees' Pension Regulation, 1995-1996.

2. Learned counsel appearing for the 14 employees, who were part of the association, submits that the MOU entered into and executed between the Indian Bank Association (IBA) and the United Forum of Bank Unions does not confer any benefit and in fact curtails the rights of the applicants from taking the recourse to legal redressal against the grievances. She submits that such curtailment of fundamental rights cannot be countenanced and as such, she seeks impleadment on the present petition so as to obtain orders from this Court redressing their individual grievances.

3. Mr. Rajat Arora, learned counsel for respondent bank submits that MOU has been entered into between the Association of Indian Bank and the United Forum of Bank Unions. The MOU is a beneficial settlement arrived at for the purposes of the employees who had resigned. He submits that the conditions mentioned therein are only for the benefit and cannot be restricted by certain employees who may not be satisfied with the terms of settlement.

4. According to Mr. Arora, the impleadment cannot be allowed in present petition, having regard to the fact that petitioner-association itself wishes to withdraw the present petition.

5. After hearing learned counsel for the parties, this Court is of the considered opinion that the MOU read with circular dated 11.11.2023 at page 60 and 61 of the present application is not the subject matter of the present *lis* and as such, any grievance, which may have arisen on account of such MOU having been executed between the Indian Bank Association and



the United Forum of Bank Unions cannot be interfered with by this Court, at this stage, in the present proceedings.

6. The application is dismissed granting liberty to the applicants to challenge or assail the Memorandum of Understanding dated 09.11.2023, alongwith the circular dated 11.11.2023 in accordance with law, reserving all their rights.

CM APPL. 67392/2023

7. This is an application filed on behalf of the petitioner-association *inter alia* seeking the following prayers:-

“(a) Permit the present petitioners to withdraw the present writ petition in view of the MOU dated 9.11.2023 entered into with respondent No. 2.

(b) Pass such other and further orders as this Hon’ble Court may deem fit and proper in the facts and circumstances of the present case.”

8. Issue notice.

9. Notice accepted by learned counsel for the respondents.

10. Mr. Arora, learned counsel for the respondent has no objection in case the present application is allowed.

11. In view of the above, the application is allowed and stands disposed of.

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12. The writ petition is dismissed as withdrawn in view of the MOU dated 09.11.2023.

TUSHAR RAO GEDELA, J

FEBRUARY 23, 2024/Āj

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