Form J(2)
Sl.No.A-320
Sc

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
Appellate Side

Present:

The Hon'ble Justice Aniruddha Roy

WPA 6611 OF 2025

Madhumita Sen

Vs.

Union of India & Ors.

For the petitioner	:	Mr. Shyamal Kr. Das, Adv. Mr. Shyamal Kr. Halder, Adv.
For the Respon- dent No.1/UOI	:	Ms. Sanjukta Bhattacharyya, Sr. Adv. Ms. Sipra Chanda, Adv.
For the Respon- dent Nos.4,5 & 6/ National Insurance Company Limited	:	Mr. Ranjay De, Sr. Adv. Mr. Basabjit Banerjee, Adv. Mr. Adityajit Abel Bose, Adv.
Heard on	:	August 13, 2025
Judgment on :	:	August 13, 2025

Aniruddha Roy, J. :

On the prayer of the learned Advocate for the petitioner and the learned Senior Advocate for the respondent nos. 4 to 6, the affidavit-in-opposition and the affidavit-in-reply, filed by their respective clients are taken on record.

This is a hearing matter on affidavits.

<u>Facts</u> :

1. The petitioner on October 30, 1990 was employed with the then existing ***Tariff Advisory Committee*** (for short ***TAC***). The Appointment Letter is ***Annexure-P2, at page 18*** to the writ petition. Subsequently, by virtue of a policy decision dated ***April 25, 2011*** taken by the Insurance Regulatory and Development Authority, the said TAC was made defunct and/or non-existent and the employees were re-deployed and spread over in the four nationalized insurance companies mentioned therein, ***Annexure-P3, at page 21*** to the writ petition. Accordingly, the Re-deployment Letter dated ***August 18, 2011, Annexure-P7, at page 26*** to the writ petition was issued in favour of the petitioner and since then the petitioner became an employee of the ***National Insurance Company Limited*** (for short ***NICL***). In due course petitioner has retired.
2. The Ministry of Finance, Union of India has adopted and published a pension scheme under the name and style of ***General Insurance (Employees') Pension Scheme, 1995*** (the said ***1995 Pension Scheme***). The same was amended subsequently by virtue of an amendment notification dated ***April 23, 2019***, ***Annexure-P9 at page 29*** (specifically at ***page 34***) to the writ petition. The said amendment notification has introduced, *inter alia*, ***sub-paragraph 10*** after ***sub-paragraph 9*** which is quoted below :

> *"3. In the said Scheme, in paragraph 3.*
>
> *A. After sub-paragraph (9), the following sub-paragraph shall be inserted, namely :-*

(10) joined the service of the Corporation or a Company, as the case may be, before the 28th day of June, 1995, and continued to be in service of the Corporation or a Company on the date of publication of General Insurance (Employees') Pension Amendment Scheme, 2019 in the Official Gazette (hereinafter referred to as "the said date"); and

(a) within ninety days from the said date.

(i) Exercise an option in writing to become the Member of the Fund;

(ii) Authorize the trust of the Provident Fund to transfer the entire contribution of the Corporation or of the Company to their Provident Fund along with the interest accrued thereon to the credit of the Fund; and

(iii) Authorize the Corporation or the Company, as the case may be, to transfer the entire contribution of the Corporation or of the Company to their Provident Fund that may accrue to them if any revision of scales of pay is effected from a date prior to the said date;

(b) Within ninety days after the expiry of the said period of ninety days specified in clause (a),

(i) Refund to the Corporation or the Company, as the case may be, the entire amount of non-refundable withdrawal, if any, made from the Corporation's contribution or the Company's contribution to the Provident Fund account and interest accrued thereon together with interest at the rate of 9% per annum from the date of such withdrawal until the date of its refund to the Corporation or the Company, as the case may be, an amount equal to 3.7 times of their pay as on the first day of March, 2019, as a one-time contribution to the Fund;"

3. By virtue of introduction of the said amendment, the employees who joined the service of the Corporation or a Company, as the case may be, ***before June 28, 1995*** and continued to be in service, as such, on the date of publication of the said Amendment Scheme, 2019, were provided

with certain beneficial facilities which, *inter alia*, includes the change of their option from ***Contributory Provident Fund Scheme (CPF)*** to ***Pensionary Scheme***.

4. The petitioner claiming the same benefit under the said Amendment Scheme of 2019 claims the option for conversion and has filed the instant writ petition with the following prayers :

> "*(a) A Declaratory Writ declaring that the petitioner is entitled to get Pension on the basis of exercising option dated 31.05.2019 as provided in the General Insurance (Employees') Pension Amendment Scheme, 2019 as the petitioner's date of joining in the Service is 02.04.1990 followed by confirmation with effect from 02.10.1990 which is prior to cut off date 28.06.1995;*
>
> *(b) A Writ in the nature of Mandamus commanding the respondents not to give any effect or further effect to the communication dated 18.09.2019 being Annexure P-12 of this Writ Application;*
>
> *(c) A Writ in the nature of Mandamus commanding the respondents specially the respondent No.3 to process the Pension papers of the petitioner on the basis of the option exercised on 31.05.2019 and further direct to grant Pension including arrear in favour of the petitioner forthwith;*
>
> *(d) A writ in the nature of Certiorari directing the respondents, their men, agents, servants, associates and each one of them to certify and transmit the records and documents connecting with the case so that conscionable justice may be administered therein by quashing the communication dated 18.09.2019 being Annexure P – 12 to this Writ Application;*
>
> *(e) Rule NISI in terms of prayers (a), (b), (c) and (d) above and make the Rule absolute, if no cause*

or insufficient cause is shown by the respondents;

(f) And to pass such other Order or Orders, Direction or Directions as to Your Lordships may deem fit and proper."

Submissions :

5. Mr. Shyamal Kr. Das, learned Advocate appearing for the petitioner submits that the original 1995 Pension Scheme was applicable for the petitioner when the petitioner was in the employment of the said TAC. She has received all the benefits thereunder. Accordingly, the said amendment of 2019 is merely a consequential event and the petitioner is eligible to receive the benefit of conversion thereunder.
6. Learned Advocate for the petitioner then refers to a communication dated ***March 26, 1996***, ***Annexure-P8, at page 28*** to the writ petition and submits that the Under Secretary of the Government of India informed TAC that the Central Government would have no objection to the proposal for adoption of the said 1995 Pension Scheme for the employees of TAC subject to certain conditions as mentioned in the said communication. He submits that the said communication shows, on principle, the Union Government has accepted the operation of the said 1995 Pension Scheme on the employees of TAC. Therefore, the consequential amendment of 2019 should also apply.
7. Learned Advocate for the petitioner submits that since the petitioner was in employment of TAC much prior to June 28, 1995, the petitioner is

entitled to receive the benefit under the said 2019 amendment. The employment of the petitioner was a continuous service even after she was re-deployed with the National Insurance Company.

8. In the light of the above, learned Advocate for the petitioner submits that the writ petition should be allowed.

9. *Per contra*, Mr. Ranjay De, learned Senior Advocate appearing for the National Insurance Company, at the threshold, refers to the said 2019 Amendment Scheme and submits that the language of the Scheme is very specific that to the effect that the amendment shall be applicable for those who joined the service of the ***Corporation***, viz., the General Insurance Corporation and the four other nationalized Insurance ***companies***, as the case may be, before ***June 28, 1995***.

10. Admittedly, the petitioner prior to ***June 28, 1995*** was neither an employee of the General Insurance Corporation nor of any of the four nationalized insurance companies. The petitioner was re-deployed with National Insurance Company on ***August 18, 2011*** much after the said cut off date ***June 28, 1995***. Thus, the scheme shall not apply in case of the petitioner.

11. He then refers to a document being dated ***June 30, 2023, Annexure – R1, at page 15*** to the affidavit-in-opposition filed on behalf of the National Insurance Company and submits that, the Government of India, Ministry of Finance had taken a very specific stand that the said option

for pension under the said amendment notification dated ***April 23, 2019*** was not applicable for the erstwhile TAC employees.

12. In the light of the above, learned Senior Advocate for the National Insurance Company submits that the petitioner is not entitled to get any benefit under the said 2019 Amendment Scheme and the writ petition is devoid of any merit and should be dismissed.

Decision :

13. After considering the rival submissions of the parties and on perusal of the materials on record, it appears to this Court that the core and solitary question to decide the instant writ petition is – *whether the said Amendment Scheme of 2019 introduced and published by Gezette notification dated* ***April 23, 2019, at page 34*** *to the writ petition would cover the petitioner or not.*

14. The said scheme has a statutory flavor. The law is well settled that to interpret such a statutory scheme or to scrutinize the same as to its scope and applicability, the correct and proper approach should be to read the same as a whole.

15. When the language of a statutory scheme is clear and unambiguous, there is no scope for any purposive construction of the same. Literal construction shall be the only method to construe the same to ascertain its meaning and scope.

16. On a harmonious construction and on a plain reading of the scheme, it is clear that the Amendment Scheme of 2019 mentions that the same shall

apply for those who joined the service of the corporation or a company, as the case may be, before ***June 28, 1995*** and continued to be in service of the corporation or a company on the date of publication of the said Amendment Scheme.

17. The admitted fact is that, the petitioner was originally an employee of TAC since ***1990*** and thereafter she was re-deployed with the Nationalised Insurance Company on and from ***August 18, 2011, at page 26*** to the writ petition, which is much subsequent to the effective date of the said Amendment Scheme being ***June 28, 1995***.

18. On a reading of the said scheme and on the basis of the said admitted facts there cannot be any second opinion that, as the petitioner was not in service either of the corporation or of any of the four nationalized insurance companies before ***June 28, 1995***, the petitioner cannot be covered within the scope and ambit of the 2019 Amendment Scheme and no benefit can be claimed by her thereunder.

19. Inasmuch as, the said document being ***June 30, 2023***, at ***page 15*** to the affidavit-in-opposition, as referred to above, also clearly shows that the Finance Department of the Government of India did not accede to the proposal to include the TAC employees within the said Amendment notification. Though the petitioner in ***paragraph 5*** to the affidavit-in-reply has disputed the same and contended that the said document was illegally issued by the Union of India and was against the decision in terms of the re-deployment order dated ***April 25, 2011*** but the same

being a policy decision of the Government, unless *ex facie* shown to be perverse or illegal, no such contention is sustainable in law.

20. In view of the foregoing reasons and discussions this Court is of the considered view that the petitioner is ***not eligible to receive*** any benefit under the said ***2019 Amendment Scheme*** in any manner.

21. The writ petition is devoid of any merit.

22. Accordingly, the writ petition, ***WPA 6611 of 2025*** stands ***dismissed***, without any order as to costs.

(Aniruddha Roy, J.)