

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CIVIL WRIT PETITION NO. 4192 OF 2022**

Manisha Shravan Mane & Ors. ...Petitioner
Versus
The State Of Maharashtra Through
The Principal Secretary to Government
of Maharashtra & Ors. ...Respondents

Mr. C.G. Gavnekar a/w Mr. Ashutosh Gavnekar and Mr. Rohit Parab
for the Petitioner.
Mr. Vikram N. Walawalkar, for Respondent No.6-Shivaji University.

**CORAM : NITIN W. SAMBRE &
ASHWIN D. BHOBE, JJ.**

DATE : 24th JANUARY, 2025

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1. One Shravan Chandru Mane was an employee of Respondent No.5-Management and was working as an Assistant Professor with Respondent No.4-Management which is affiliated to Respondent No.6-University.

2. The said Shravan C. Mane, before his death on 28th August, 2020, has tendered resignation. The acceptance of such resignation is the subject matter of challenge in the Petition at the behest of legal heirs of Shravan. The Petitioner No.1 is the widow of deceased-employee where as Petitioner Nos.2 and 3 are the sons.

3. It is the case of the Petitioner that the issue of resignation is governed by the statute framed under Section 42(1) of the Shivaji University Act, 1974. The Statute No.204 deals with the release of an employee from the services. It is claimed that the factual matrix reflected in the Petition, would demonstrate that the action of the Respondent in accepting the resignation or releasing deceased-Shravan from the services of the Respondent-Management is contrary to the aforesaid statute. Statute No.204 of the statutes referred above reads thus:

“S. 204: Seeking Release :

a) No teacher shall leave the service of the affiliated College/Recognised Institution without giving to the Governing Body three months’ notice, if he is confirmed or one month’s notice if he is temporary or on probation or in lieu of notice, pay the Governing Body an amount equal to three months’ or one months’ pay as the case may be.

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c) The Governing Body, at its discretion may waive the above notice period or notice pay in part or in full.”

4. It is pointed by the learned Counsel appearing for the Petitioner that Shravan tendered initial resignation to the Respondent No.4-Principal vide the communication dated 12th June, 2017. The said resignation appears to have been tendered to the Principal, who in turn accepted the same by issuing communication dated 16th June, 2017.

5. However, it is claimed that another resignation was tendered

or obtained from the Petitioner by the Respondent Nos.4 and 5 vide communication dated 1st of March, 2018 which was accepted on 12th March, 2018. It is brought to our notice that the reasons cited therein are personal reason of personal and domestic health issue.

6. It is claimed in the said resignation letter that the amount of pay for a period of three months be adjusted against the terminal benefits which are receivable by Shravan. As a sequel of above, the management appears to have accepted the said resignation. Consequent thereto, the prayer for release of family pension was made which was rejected in view of the non-completion of pensionable service.

7. It appears that the Petitioners who are legal heirs of deceased-Shravan are praying for quashing and setting aside of resignation dated 12th June, 2017 and 1st March, 2018 on the ground that the resignation has to be in terms of Statute No. 204 referred above and since both these resignations are not in tune therein, they are liable to be quashed and set aside. The resignation pursuant to the Statute No.204 contemplates either three months notice which is absent in the case in hand. In such an eventuality, the resignation tendered to the Principal is without any authority of law as same is not provided under Statute No.204 and without the three months notice, though the payment of three months is adjustable under Clause (c) in the form of waiving such monetary claim, the Respondents have committed an error in adjusting the said amount from the terminal

dues which is not permissible pursuant to the Statute No.204.

8. As against the aforesaid contentions, it is contended that the resignation tendered by Shravan was duly acted upon by him has to be inferred from the various communications placed on the record by the Respondent-Management thereby, acting upon such resignation. It is further claimed that whatever terminal benefits were receivable by Shravan those were already paid and in such an eventuality, post death of Shravan, the issue of legality of the resignation cannot be gone into at the behest of legal heirs.

9. Having appreciated the aforesaid submissions, it is apparent that as the first resignation tendered by Shravan on 12th June, 2017 perhaps was not in tune with the Rules viz., the Statute referred above. Another resignation was tendered by Shravan on 1st March, 2018. In view of such resignation, the deceased-Shravan has volunteered before the management that pay of three month as a notice pay be adjusted from the terminal benefits. Such document though is part of the record is not disputed by the Petitioners. From the documents available on the record, it appears that deceased-employee Shravan, before his death not only in clear terms accepted the tendering of resignation, but also never disputed the same and rather received the terminal benefits without any demand.

10. It is only after the death of said employee on 28th August, 2020, the Petitioners having realized that they are not getting family

pension, that they were entitled for, have approached before this Court by way of afterthought stating that the resignation which was tendered by the deceased-Father/Husband was contrary to the scheme contemplated under statute No.204 of the statutes referred above.

11. If we consider the factual matrix as referred above in the backdrop of Statute No.204, Statute No.204 (a) contemplates that the release of an teacher is to be by the governing body and such release has to be, upon written intimation and in view of notice pay, the employee is liable to pay the governing body an amount equal to three months. The conduct of deceased-Shravan is covered under Clause 204 wherein he has volunteered before the management/governing body to adjust the pay of three months as a notice pay and as such, there appears to be sufficient compliance of Statute 204 (a) in the case in hand. In this backdrop, no case for causing interference in the extraordinary jurisdiction, that too at the behest of Petitioners, who have preferred the Petition after the death of the employee-Shravan in regard to his illegal acceptance of resignation is moved.

12. The Petition as such, stands disposed of.

[ASHWIN D. BHOBE, J.]

[NITIN W. SAMBRE, J.]