IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 3849 OF 2025

Nitinkumar Bhagawandas Mansata
Age : 64 years, Occ.: Retired,
R/o. Shilpan Onyx, B 2, 201, Gangotri
Park Main Road, Opp. B. T. Savani Kidney
Hospital, Rajkot – 360005. … Petitioner

Versus

1. The New India Assurance Company Ltd.,
Through the Chairman – Cum –
Managing Director,
Regd. & Head Office at :
New India Assurance Bldg.,
87, M. G. Road, Fort,
Mumbai – 100001.

2. Union of India,
Through the Secretary,
Ministry of Finance, Department of
Financial Services, Room No.76,
New Delhi – 110001 … Respondents

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Ms. Anu Kaladharan h/f Mr. Kanhaiya Yadav, Advocates for the Petitioner.

Ms. Vijaylaxmi Kulkarni, Advocate for Respondent No.1 - New India Assurance Company Ltd.

Ms. Priyanka Chavan, for Respondent No.2 – Union of India.

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CORAM : RAVINDRA V. GHUGE AND
ASHWIN D. BHOBE, JJ.

DATE : 8th DECEMBER, 2025

ORAL JUDGMENT : (Per : RAVINDRA V. GHUGE, J.)

1. **Rule**. Rule is made returnable forthwith and heard finally, with the consent of the parties.

2. The Petitioner has put forth the following prayers :-

> "a. This Hon'ble Court be pleased to issue a Writ of Mandamus or any other Writ, order or direction in the nature of mandamus calling for the records and proceedings in the matter of accepting the Voluntary Separation of the Petitioner dated 16.02.2018 annexed at Exh "G" under the said Scheme of 2009 by Respondent No. 1 and after going through the legality, validity and propriety of the same, be pleased to hold that there was a intentional delay in accepting the said Application by the Respondent No.1,
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> b. This Hon'ble Court be pleased to issue a Writ of Mandamus or any other Writ, order or direction in the nature of mandamus directing the Respondent No.1 Company to recalculate all his retirement dues like Gratuity, PF, Ex-gratia, pension etc. payable under the said Scheme of 2009 from 30.4.2018 as deemed date of relieving along with interest from 01.05.2018 till date of payment,
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> c. This Hon'ble Court be pleased to issue a Writ of Mandamus or any other Writ, order or direction in the nature of mandamus directing the Respondent No.1 Company to pay an amount of Rs. 12,00,000/- (Rupees Twelve Lakhs Only) as compensation to the Petitioner for the mental agony which was suffered by the Petitioner due to delay in accepting the application,"

3. The strenuous contention of the learned Advocate for the Petitioner can be summarized as under :-

(a) The Petitioner was appointed on the post of Assistant Administrative Officer (Class – I, Scale – I) with the Respondent No. 1, The New India Assurance Company on

09.12.1985.

(b) The Petitioner was promoted on multiple occasions.

(c) In 2009, a General Insurance (Public Sector) Officers Golden Gate Scheme providing for Voluntary Separation was introduced to enable employees to seek attrition under the scheme. Those Officers who had suffered exclusion from the zone of consideration for promotion to the next higher cadre, as a result of Para 17 of the Promotion Policy for Officers, 2006 and had attained the age of 50 years, were eligible to apply.

(d) The Petitioner submitted his Application seeking Voluntary Separation under the Golden Gate Scheme on 16.02.2018.

(e) The Petitioner's Application was accepted and approved in the last week of October, 2018 and he was relieved from employment on 31.10.2018, under the Golden Gate Voluntary Separation Scheme.

(f) The Petitioner's grievance is that had his Application been accepted within a short time from the date of its filing, a further 3 to 4 months would not have been lost and the Petitioner would have received a slightly higher Ex-gratia amount of around Rs. 7 lakhs, approximately and an amount of Rs. 2,90,000/-, approximately after wage revision, towards his monthly pension and an amount of Rs. 56,000/- towards commutation of pension.

4. The Petitioner has been relieved on 31.10.2018, and has received the voluntary retirement benefits. The Petitioner had sought certain documents under the RTI and after litigating, got all the documents, in 2021. This Petition has been filed on 07.05.2025, which is practically after 6 years and 6 months of accepting the VRS.

5. Though the learned Advocate for the Petitioner has strenuously canvassed all the grounds raised in the Petition and submitted that the Petitioner could have received around Rs. 10 lakhs and also the pension amount would have been slightly higher, to test the bonafides of the Petitioner, we relied upon the Judgment of the Hon'ble Supreme Court in the matter of ***Man Singh Vs. Maruti Suzuki India Limited And Another*** [1] wherein the Hon'ble Supreme Court ordered that

1 (2011) 14 SCC 662

if a person desires to question the VRS, he should refund the entire VRS amount and then agitated his grievance.

6. The learned Advocate for the Petitioner sought a pass over, took instructions and submits that the Petitioner is willing to deposit the amount with interest, which would approximately be Rs. 23 lakhs. We are told that the Petitioner agrees to all benefits received from January, 2019 till today and in turn, the Petitioner is likely to receive around Rs.10 lakhs and a slightly higher pension.

7. We could have rejected this Petition outright on two grounds. Firstly, that the Petition has been filed belatedly and secondly, that the Petitioner desires to repay the employer an amount of Rs. 23 lakhs and in turn would be receiving amount of Rs. 10 lakhs approximately with a slightly higher pension.

8. The learned Advocate for the Insurance Company has drawn our attention to the terms and conditions of the General Insurance (Public Sector) Officers' Golden Gate Scheme for Voluntary Separation 2009 and more particularly clause 8. She submits that the scheme facilitated any employee to tender an Application for seeking an

honourable exit or a Voluntary Exit provided he has crossed 50 years of age and he has missed an opportunity of promotion. There is no timeline prescribed under the scheme and hence, the scheme introduced as long ago as in 2009, was available to the employees even in 2018.

9. We find clauses (8) (iv) (v) (vi) (vii) (x) (xiii) (xiv) and (xv), to be relevant for a decision in this matter and which read thus:-

> (iv) Mere submission of application by an officer seeking Voluntary Separation under this Scheme shall not be construed to mean such Separation having taken effect until and unless the Competent Authority accepts it in writing.
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> (v) An officer shall not be eligible to withdraw his or her application for Voluntary Separation under this Scheme after acceptance of the same by the Competent Authority.
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> (vi) For the purpose of this Scheme, the age and completed years of service of an officer will be reckoned in terms of the date of birth and date of joining, respectively as per the records of the Company which shall be treated as correct and final.
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> (vii) All payments under this Scheme and any other benefit payable to an officer shall be subject to prior settlement or re-payment or adjustment in full, of loans, advances, returning of Company's property and any other outstanding dues against him/her and payable by him or her to the Company.
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> (x) An officer undergoing exit from the services of the Company through Voluntary Separation under this Scheme and

wishing to undertake Commercial Employment thereafter shall be governed by the provisions of Para 49 of the General Insurance (Employees') Pension Scheme, 1995 (if opted for the same) or of General Insurance Executives (Acceptance of Commercial Employment after Retirement) Rules, 1994 (if not opted for Pension), as the case be.

(xiii) Save as provided in Para 7(b), the benefits payable under this Scheme shall be in full and final settlement of all claims of whatsoever nature, whether arising under the regulation or otherwise to the officer (or to the nominee in case of death). An officer who voluntarily separates under this Scheme shall not have any claims against the Company for re-employment or compensation or employment of any of his or her relative on compassionate grounds in the service of the Company or for any other like benefits.

(xiv) An officer who opts for this Scheme is eligible for retention of residential accommodation if any provided to him/her by the Company or leased accommodation as per the existing rules as applicable to those who retire on attaining the age of superannuation, for a period not exceeding two months from the date of relieving. In such case, the ex-gratia payable to him/her shall be released within sixty days after his vacating of residential accommodation.

(xv) Since the Scheme is aimed at simply providing an honorable exit option to officers with specified profile, and not at right-sizing, the Company shall have the discretion to fill up the vacancies caused as a result of release of officers under the Scheme.

10. It is, therefore, clear that a mere submission of an Application by an officer seeking Voluntary Separation would not be construed to mean that such separation had taken effect, until and unless the competent authority accepts it in writing. The other conditions reproduced herein above are self-explanatory.

11. The issue, therefore, is as to whether Respondent No.1 has erred in not accepting the VRS Application of the Petitioner, expeditiously.

12. We appreciate that the Scheme of 2009 is kept alive up to 2019 for a period of almost 10 years. Any Officer who was eligible under the Scheme, was entitled to make an Application for VRS. There was neither any time limit for filing of such an Application, nor was there any time limit for declaring the decision of the employer on such Application within a time frame. The Scheme appears to be open-ended and a person who applied under the Scheme was supposed to wait and watch the decision of the employer. A decision either ways was to be communicated to the Applicant.

13. In October 2018, the Applicant was informed that his Application was being accepted. He was relieved on 31/10/2018. Thereafter, he was paid his entire dues under the said Golden Gate Scheme. The entire amounts were credited to his account. He has accepted those amounts without any demur or protest. After 6 years and 6 months, the Petitioner feels aggrieved and has raised an issue which also does not appeal to reason and logic. Nevertheless, on the ground of delay as well as on the merits that the Insurance Company Management was not obliged to deliver a verdict on the Application within a particular time and the Petitioner having happily accepted the entire VRS benefits after being relieved on 31.10.2018, without any protest, convinces us that this Petition does not deserve to be entertained.

14. In view of the above, **this Petition is dismissed**.

15. Rule is discharged. No order as to costs.

(ASHWIN D. BHOBE, J.) **(RAVINDRA V. GHUGE, J.)**