



WP.No.8809 of 2024

WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 13.06.2025

CORAM

THE HONOURABLE Mr.JUSTICE C.KUMARAPPAN

WP.No.8809 of 2024

D.Selvaraj

... Petitioner

Vs.

1. The Chief General Manager (HRM)
Indian Bank, Corporate Office,
No.254-260, Avvai Shanmugam Salai,
Royapettah, Chennai-600 014.

... Respondent

Prayer: Writ Petition filed under Article 226 of Constitution of India, praying to issue a writ of Mandamus, to direct the respondent to treat the suspension period from 01.07.2006 to 30.04.2012 as duty period and consequently to pay difference in Gratuity, difference in Salary for the suspension period, revised pension based on revised salary and pension arrears with 10 percentage interest to me.

For Petitioner : Mr.S.T.Varadarajalu

For Respondents : Mrs.Rita Chandrasekar



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ORDER

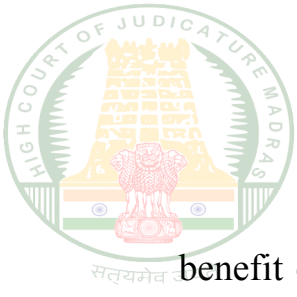
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The instant writ petition has been filed in the nature of writ of Mandamus, to direct the respondent to treat the suspension period from 01.07.2006 to 30.04.2012 as duty period and consequently to pay difference in Gratuity, difference in Salary for the suspension period, revised pension based on revised salary and pension arrears with 10 percentage interest.

2. Heard Mr.S.T.Varadarajalu, learned counsel for the petitioner and Mrs.Rita Chandrasekar, learned counsel for the respondent.

3. It is the case of the petitioner that when he was in service, a false criminal case was foisted against him. Thereafter, after full trial, he was acquitted from all charges. After acquittal, when the petitioner sent representation to treat the suspension period as duty period, there was no response from the respondents, which necessitated the petitioner to file the instant writ petition.

4. Per contra, the learned counsel for the respondent would submit that though the petitioner was acquitted from all charges, it is only by giving



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benefit of doubt. Therefore, in terms of the Memorandum of Settlement and the Vigilance Manual, the suspension period cannot be treated as duty period.

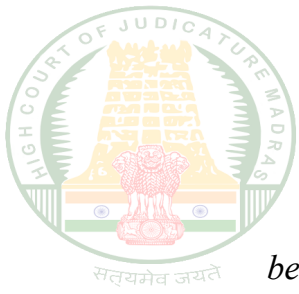
5. I have given my anxious consideration to either side submissions.

6. It is well settled principle of law that whenever an employee is a member of any organization, he is bound by the Memorandum of Settlement and the Vigilance Manual. In this connection, it is appropriate to refer the Memorandum of Settlement, wherein under Clause 3(c), if an employee is acquitted by giving benefit of doubt, he may be paid such portion of such pay and allowances as the management may deem proper, and the period of his absence shall not be treated as period spent on duty unless the Management so directs. For ready reference, clause 3(c) is extracted hereunder:-

“3. (a)

(b)

(c). *If he be acquitted, it shall be open to the management to proceed against him under the provisions set out below in Clauses 11 and 12 infra relating to discharges. However, in the event of the management deciding after enquiry not to continue him in service, he shall be liable only for termination of service with three months' pay and allowances in lieu of notice. And he shall be deemed to have*

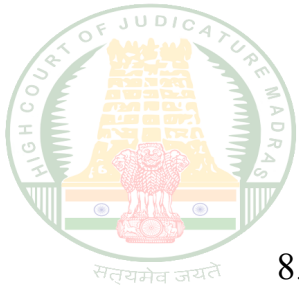


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been on duty during the period of suspension, if any, and shall be entitled to the full pay and allowances minus such subsistence allowance as he has drawn and to all other privileges for the period of suspension provided that if he be acquitted by being given benefit of doubt he may be paid such portion of such pay and allowances as the management may deem proper, and the period of his absence shall not be treated as a period spent on duty unless the management so directs.”

7. It is pertinent to mention here that admittedly there is no order passed by the Management to treat the suspension period as a duty period. Apart from that, the learned counsel has also relied upon the Clause 24.3 of the Vigilance Manual, where it has been clearly stipulated that, if an employee is acquitted by the Court on being given benefit of doubt, the suspension period shall be treated as one on suspension and he shall not be entitled to pay the allowances for the period of suspension. Therefore, when the Vigilance Manual and the Memorandum of Settlement stipulate that the petitioner is not entitled for any pay during the suspension period, even though he was acquitted from the charges, as he was acquitted by giving benefit of doubt, there is no ground to grant relief to the petitioner. Hence, this Court does not find any merits in this writ petition.



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8. In the result, this writ petition is dismissed. No costs.

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kmi

Index :Yes/No

Speaking Order

NCC: Yes/No

To

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C.KUMARAPPAN, J.

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