BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 26.08.2025

CORAM

THE HONOURABLE MR.JUSTICE K.RAJASEKAR

W.P.(MD).No.22406 of 2019

A.Padma ... Petitioner

Vs.

1.The General Manager,
Bank of Baroda,
Zonal Office, Baroda Pride,
No.41, 3rd Floor,
Lux Church Road,
Mylapore,
Chennai.

2.The Deputy General Manager,
Bank of Baroda,
Regional Office,
Coimbatore.

3.The Deputy General Manager,
Bank of Baroda,
159-A, Victoria Street,
Thoothukudi. ... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India to issue a Writ of Mandamus, directing the Respondents to regularize the petitioner's service with effect from 12.03.2009 by considering her representation dated 13.09.2018.

For Petitioner : Mr.K.K.Udhayakumar

For Respondents : Mr.M.Prakash

ORDER

This Writ Petition has been filed for Mandamus to direct the respondents to regularize the petitioner's service with effect from 12.03.2009 by considering her representation dated 13.09.2018.

2. The petitioner seeks regularisation of her service with effect from 12.03.2009 on the ground that the respondent Bank has failed to act on the Tripartite Settlement entered between the Bank and the Association dated 18.03.2008, whereby, it was agreed that the Bank would regularise the services of the temporary employees with effect from 12.03.2009.

3. According to the petitioner, she was appointed as Sweeper cum Assistant in Tuticorin Branch of the respondent bank on temporary basis on 11.05.2001 and she was having unblemished service. The Bank entered into a Tripartite Settlement dated 18.03.2008, whereby, it was agreed that the temporary employees, who had worked for 240 days or more in consecutive 12 months between 01.01.1991 and 28.07.2007 would be absorbed and regularised.

The petitioner was also one of the eligible employees to be regularised in service. However, the Bank has not chosen to regularize her service within a reasonable time. Hence, the petitioner has sent several representations to the respondents seeking regularisation. There are also communications from the General Manager to Deputy Manager to regularise the services of the petitioner, whereas, the Branch has regularised her services belatedly by way of proceedings dated 19.05.2014 with effect from 17.05.2014. Since the Bank has failed to regularise the services of the petitioner in terms of the Tripartite Settlement dated 18.03.2008, which prescribed the date from which regularisation could be commenced as 12.03.2009, she is eligible to be regularised in service and all benefits shall be extended to her.

4. The learned counsel for the petitioner placed two letters before this Court, one sent by the Deputy Regional Manager to the Assistant General Manager and Chief Manager on 01.02.2010, which reads that the petitioner was eligible to be regularised in service and she was asked to send medical fitness certificate on or before 08.02.2010. Similarly, another letter dated 23.11.2010 forwarded to the General Manager to take steps to regularise the service of the petitioner. Both the letters would show that the Bank has decided to regularise

the services of the petitioner and taken steps to move on to the next process of passing orders. However, it is not known what happened thereafter and the order of regularising the services of the petitioner was passed on 19.05.2014 with effect from 17.05.2014. Subsequently, her completion of probation was also declared by letter dated 28.12.2015. In the year 2018, she sent a representation to the respondents demanding revision of date of regularisation, i.e., seeking regularisation with effect from 12.03.2009.

5.The petitioner is not able to give any reasons for not challenging the regularisation order dated 19.05.2014. If at all she is eligible to be regularised in service with effect from 12.03.2009, she ought to have raised the issue at the earliest point of time. She has also failed to challenge the regularisation order, which prescribes the date of regularisation as 17.05.2014. Further, the completion of probation of the petitioner was also declared by letter dated 28.02.2015. Even at that point of time, she has not agitated the issue and only in the year 2018, she has come forward with this grievance.

6. Admittedly, the documents produced by the petitioner show that the Bank has taken steps to regularise the service of the petitioner even in the year

2010. Unfortunately, the Bank has not extended the benefit of regularisation in the year 2010 itself. Though the petitioner is eligible to be regularised in service after the Tripartite Settlement, the Bank has failed to regularise her services immediately. However, in the year 2014, the Bank has come forward to regularise her services. It is also stated by the learned counsel for the respondents that at the time of regularisation, the petitioner has executed an undertaking that she will not demand any benefits for her casual/temporary arrangement in the Bank. That being the case, without challenging the regularisation order, the petitioner cannot seek revision of date of regularisation by way of Mandamus, that too in the year 2019. Hence, this Court does not find merits in the Writ Petition.

7.Accordingly, the Writ Petition stands dismissed. There shall be no order as to costs.

26.08.2025

NCC : Yes / No
Index : Yes / No
Internet : Yes / No
Lm

K.RAJASEKAR,J.

Lm

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