125

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP-27691-2025 (O&M)
Date of Decision: 30th October, 2025

BIR SINGH …….*Petitioner (s)*

V/s

UNION OF INDIA AND OTHERS ......*Respondent(s)*

CORAM: ***HON'BLE MR. JUSTICE ASHWANI KUMAR MISHRA***
HON'BLE MR. JUSTICE ROHIT KAPOOR

Present Mr. Hemen Aggarwal, Advocate,
for the petitioner.

Mr. Lalit K. Gupta, Advocate,
for the respondents No.1 to 4-UOI.

****

ASHWANI KUMAR MISHRA, J. (Oral)

1. The present Writ Petition has been filed with the following prayers:-

(i) For issuance of a writ in the nature of mandamus, seeking quashing of the impugned Rule 10A of the Central Civil Services (Commutation of Pension) Rules, 1981, dated 01.07.1981, which mandates restoration of the commuted portion of pension after 15 years (i.e., 180 months), instead of 11 years and 2 months (i.e., 134 months), the actual period during which the commuted portion stands fully recovered along with interest at the prescribed rate of 8% per annum being arbitrary, unjust, and ultra vires the provisions of the Constitution of India.

(ii) For issuance of a writ in the nature of certiorari for quashing the impugned reply dated 15.05.2024 issued by Respondent

No.4, whereby the claim for restoration of the commuted portion of pension after 11.5 years was arbitrarily rejected.

(iii) For stay of recovery of the commuted portion of pension stands fully recovered along with interest at the rate of 8% per annum.

2. It is not in dispute that the petitioner had applied for commutation of pension, and such benefit was granted in terms of the Rules. After having availed such benefit with the open eyes, the petitioner is now challenging the Rules with a prayer to reduce the period after which the pension gets restored.

3. Learned counsel for the respondents places reliance on the judgement of the Allahabad High Court in *Writ A No. 17819 of 2024* titled as ***Ashok Kumar Agarwal and Others*** Vs. ***Union of India and Another*** decided on 15.01.2025, wherein similar challenge to the relevant Rule as also the prayer for reducing the period of commutation from 15 years to 10 years, in the context of employees of the Punjab National Bank, was rejected, by observing as under:-

> *"Clause 41(1) to (3) of the statutory Regulations of 1995 are reproduced hereinafter:*
>
> *"(1) An employee shall be entitled to commute for a lump sum payment of a fraction not exceeding one-third of his pension:*
>
> *Provided that in respect of an employee who is governed by sub-regulation (5) of Regulation 3 of these regulations, the family of such employee shall also be entitled to commute for a lump sum payment a not exceeding one-third of the pension admissible to the employee.*
>
> *(2) An employee shall indicate the fraction of pension, which he desires to commute, and may either indicate the maximum limit of one-third pension or such lower limit, as he may desire to commute.*

(3) if fraction of pension to be commuted results in fraction of rupee, such fraction of a rupee shall be ignored for the purpose of commutation."

Clause 41(4) contains reference to a table, which indicates the commutation amount as also the manner of its calculation. The table is followed with certain notes, which also highlight the manner in which the computation is to be carried out for the purposes of commutation. Clause 2 of the note is relevant and is reproduced hereinafter:

"(2) An employee who had commuted the admissible portion of pension is entitled to have the commuted portion of the pension restored after the expiry of a period of fifteen years from the date of commutation."

The provisions contained in the Regulations would clearly indicate that the retiring employee shall indicate a fraction of pension, which he desires to commute, and may indicate its maximum limit, which shall not be more than 1/3rd of the pension. In case, the fraction amount is in part of the rupee, such fraction of a rupee is to be ignored for the purposes of commutation. Note (2) is categorical and provides in specific terms that employees who have commuted the admissible portion of pension, is entitled to have the commuted portion of the pension restored after the expiry of 15 years from the date of commutation. The statutory scheme is, therefore, abundantly clear that an option is extended to the retiring employee concern to avail of the benefit of computation and such computation is on specific terms that on expiry of 15 years of such commutation, the original pension is to be restored.

The petitioners' contention that period for resumption of full pension be reduced from 15 years to 10 years only because the bank actually recovers the lumpsum amount paid on expiry of 10 years, is a misconceived argument. The Policy contained in the Regulations of 1995 extends an offer to the retiring employee to avail the benefit of commutation on specific terms. These terms clearly provide for restoration of pension only on expiry of 15 *years. The petitioners otherwise do not say that the terms of the policy is unconstitutional or unconscionable.*

Having accepted such offer, a binding contract comes into existence between the employee and the employer as per which the original pension is to be restored after 15 years. Having acquiesced to the commutation policy with open eyes, it is not open for the retiring employee to contend later that the period of restoration of full pension be reduced from 15 years to 10 years. Whether or not the lumpsum amount gets equalized on expiry of 10 years or 11 year is not decisive or material. What is material is the nature of obligation which enures upon the parties when the retiring employee accepts the provision of commutation of pension. The employee with his open eyes having availed the policy, cannot subsequently turn around or seek modification in its terms. The argument that the table or the figures were not adequately disclosed, is also not acceptable, inasmuch as the chart specifies the manner in which the commutation is to be fixed and the period after which the original pension is to be restored. In case, the employees had any misgivings about it, they could have sought appropriate clarification before accepting the offer. Once, the petitioners have acquiesced to the policy and accepted the offer, their subsequent attempt to resile or seek change in its computation would clearly be impermissible.

The writ petition lacks merit and is, accordingly, dismissed.

The view taken by us clearly finds support from the adjudication made by the Supreme Court in "Common Cause", A Registered Society And Others Vs. Union of India, (1987) 1 Supreme Court Cases, 142, R. Gandhi Vs.

Union of India And Others, (1999) 8 SCC 106 as well the judgment of Delhi High Court in Forum Retired IPS Officers (FORIPSO) Vs. Union of India & Another, 2019 SCC Online Del 6610 and Punjab & Haryana High Court in Shila Devi Vs. State of Punjab in CWP No. 9426 of 2023."

4. We find no good ground to take a different view in the matter. Having availed the benefit of the commutation policy in accordance with the Rules, the petitioner is estopped from subsequently challenging the Rules on the grounds urged in the petition.

5. In view of the aforesaid, the present Writ Petition is ***dismissed***.

6. All pending applications in this case, if any, are disposed of accordingly.

[ASHWANI KUMAR MISHRA]
JUDGE

[ROHIT KAPOOR]
JUDGE

October 30, 2025
Ess Kay

Whether speaking / reasoned	:	*Yes*	/	*No*
Whether Reportable	:	*Yes*	/	*No*