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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(C) 780/2022**

DR. SURENDRA SINGH RATHOREPetitioner
Through: **Mr. Amit Singh Rathore,**
Advocate.

versus

THE ORIENTAL INSURANCE COMPANY LTDRespondent
Through: **Mr. Rahul Ranjan Verma,**
Advocate.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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24.04.2025

1. The petitioner, who was serving as a Veterinary Officer with the respondent – The Oriental Insurance Company Ltd. [“Company”], has filed this petition under Article 226 of the Constitution for re-computation of his pension amount by adding an additional period of 1 year and 9 months in his length of service, relying upon Rule 26 of the General Insurance [Employees’] Pension Scheme, 1995 [the “Scheme”].

2. The petitioner was appointed to the said post pursuant to an advertisement in the year 1983. The advertisement contained the following provision as to the age of candidates:

“Age: Between 21 and 35 years as on 30.6.83 (for SC/ST candidates and Ex-servicemen). For general candidates age limit is between 21 and 30 years as on 30.6.83.”

3. It is submitted that the petitioner was a general category candidate. His date of birth being 28.01.1955, he was 28 years 5 months and 2 days



at the cut off date, i.e. 30.06.1983. The petitioner was appointed under an appointment letter dated 17.10.1984, and superannuated on 31.01.2015.

4. The case made out by Mr. Amit Singh Rathore, learned counsel for the petitioner, is that the petitioner is entitled to an addition of 1 year and 9 months in his service for the purpose of computation of his superannuation pension on the basis of Rule 26 of the Scheme, which reads as follows:

“26. Addition to qualifying service in special circumstances - An employee shall be eligible to add to his service qualifying for superannuation pension (but not for any other class of pension) the actual period not exceeding one-fourth of the length of his service or the actual period by which his age at the time of recruitment exceeded twenty-eight years, or a period of five years, whichever is less, if the service or post to which the employee is appointed is one -

(a) for which post-graduate research, or specialist qualification or experience in scientific, technological or professional fields, is essential; and

(b) to which candidates of more than twenty-eight years of age are normally recruited, and

(c) for which the candidate was given age relaxation over and above the maximum age limit fixed by the Corporation or the Company on account of his possessing higher qualification or experience:

Provided that this concession shall not be admissible to an employee unless his actual qualifying service at the time he quits the service in Corporation or a Company, as the case may be is not less than ten years:

Provided further that this concession shall be admissible only if the recruitment procedure in respect of the said service or post contains a specific provision that the service or post is one which carries the benefit of this paragraph.”

[Emphasis supplied.]

5. According to Mr. Rathore, the petitioner was 29 years 9 months of age by the time he was appointed on 29.10.1984, and is, therefore, entitled to the benefit of additional period of one year and nine months,



being the period by which his age exceeded 28 years.

6. Mr. Rahul Ranjan Verma, learned counsel for the Company, on the other hand, submits that Rule 26 is not applicable to the petitioner, as he does not satisfy Clause (c) of the pre-conditions. He submits that the petitioner was within the age specified by the Corporation for the recruitment and was, therefore, not granted any age relaxation over and above the maximum age limit on account of his possessing higher qualification or experience. Mr. Verma relies, in this connection, upon the judgment of a Coordinate Bench of this Court in *Rajiv Jaiswal vs. The Oriental Insurance Company Ltd.* [W.P.(C) 9656/2018, decided on 30.07.2024] [hereinafter “*Rajiv Jaiswal*”].

7. Factually, it is undisputed that the petitioner was within the range of age specified in the advertisement, and did not require any age relaxation.

8. Rule 26 has been interpreted by this Court in *Rajiv Jaiswal* (supra). The following observations of the Court make it clear that the three conditions in Rule 26 are to be read conjunctively:

“11. A holistic reading of Clause 26 makes it palpably clear that sub-Clauses (a), (b) and (c) cannot be read disjunctively and this interpretation flows from the use of the word “and” at the end of sub-Clauses (a) and (b). Therefore, in order to avail the benefit of additional years of service to the existing service towards qualifying service for the purpose of calculating the pension, an employee requires to fulfill the requisite conditions under all the three sub-Clauses read conjointly. The interpretation given by the Petitioner that even if an employee does not satisfy any one of the pre-conditions under the three sub-Clauses, benefit cannot be denied, cannot be accepted and runs contrary to the Scheme of Clause 26. There is no ambiguity in Clause 26 to be open to any other interpretation, save and except, the one that emerges from a plain reading of the sub-Clauses. Indisputably, Petitioner was 30 years of age when he applied under the Advertisement and was within the maximum permissible



age limit and therefore, neither sought nor was granted any age relaxation and therefore, he does not fit into sub-Clause (c). Benefit of Clause 26 cannot be granted to him in these circumstances.”

[Emphasis supplied.]

9. Mr. Rathore seeks to draw a distinction between the case of *Rajiv Jaiswal* and the present case, on the ground that the petitioner therein was 30 years of age as on the cut-off date, which was the maximum age for eligibility. However, this argument does not commend to me. It is clearly stated in the aforesaid judgment that the petitioner therein was within the maximum permissible age limit for the post in question and, therefore, neither sought nor was granted any age relaxation. The present case is materially similar, as the present petitioner was also within the age limit specified in the advertisement, and did not seek or obtain any age relaxation.

10. For the aforesaid reasons, I am of the view that the present case is covered against the petitioner by the judgment in *Rajiv Jaiswal*.

11. The writ petition is, therefore, dismissed, but with no orders as to costs.

PRATEEK JALAN, J

APRIL 24, 2025

SS/kb/