



W.P.No.7791 of 2020

WEB COPY IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16.06.2026

CORAM

THE HONOURABLE MR.JUSTICE T.VINOD KUMAR

W.P.No.7791 of 2020

and

WMP.Nos.9287, 9288 & 9191 of 2020

1.Syndicate Bank Jewel Appraisers Association
Rep.by its General Secretary
Regn.No.SRG/Chennai Central/212/2019
No.14, Police Commissioner's Office Road
Egmore, Chennai – 600 008.

2.C.K.Hari Prasad

3.V.Balasundaram

...Petitioners

Vs.

1.Canara Bank
Rep.by its General Manager
Priority Credit Wing-II
Head Office-Annex
II Cross Gandhi Nagar,
Bengaluru-560 009.

2.The Regional Manager
Canara Bank, Circle Office
No.524, Anna Salai
Teynampet, Chennai 600 018.

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3.The Syndicate Bank

Rep.by its Chairman-cum-Managing Director

Door No.16/355 & 16/365A

Manipal – 576 104

Udupi District, Karnataka State.

...Respondents

Prayer: This Writ Petition is filed under Article 226 of the Constitution of India, praying to issue a Writ of Certiorarified Mandamus, after calling for the records relating to the Order bearing Ref.No.0017/2020-21/PCW-II/12943/IX/JP/Gold Loans dated 24.04.2020 passed by the 1st respondent bank and to quash the same as being illegal, arbitrary, violative of Scheme of Amalgamation and contrary to Art.14 & 21 of the Constitution of India insofar the members of the 1st petitioner Association are concerned and for a consequential Mandamus to the 1st respondent Bank to continue the members of the petitioner Association as Jewel Appraisers beyond 70 years so long as they are fit as was applicable to them when they were Syndicate Bank jewel appraisers.

For Petitioner(s): Mr.A.Paranthaman
for Mr.V.Govardhan
M/s.Row and Reddy

For Respondent(s): Mr.T.Ravichandran
for M/s.Shree Law Services



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ORDER

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Heard Mr.A.Paranthaman, learned counsel representing Mr.V.Govardhan, learned counsel appearing on behalf of the petitioners and Mr.T.Ravichandran, learned Standing Counsel appearing on behalf of the respondents and perused the records.

2. The short point that arises for consideration in the present Writ Petition is as to whether the petitioners 2 & 3 and members of the first petitioner numbering to 17 whose services were availed by the respondents as Jewel Appraisers are in employment of the respondents and are entitled to continue beyond the age of 70 years old, so long as they are fit as was applicable to them when they were engaged by the Syndicate Bank which stands amalgamated with the respondents bank now.

3. Briefly put, the case of the petitioners is that they were working in the third respondent bank; that under scheme of amalgamation *ibid* employees they became the first respondent's bank with effect from 01.04.2020; that while they were employed with the third respondent



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bank, no age of retirement was mentioned; and that on account of amalgamation of the third respondent bank with first respondent bank, the terms of working cannot be altered detrimental to their interest; that the Clause-13 of the scheme of amalgamation specifically covers the aforesaid aspects; and that the first respondent without taking into consideration the aforesaid aspects of no age of retirement having been specified when they were appointed by the third respondent have now issued the impugned proceedings by which their services were sought to be terminated by issuing one month notice.

4. On behalf of the respondents, by filing counter affidavit it is mainly contended that the first petitioner and its members and the other petitioners were never considered either as employees or staff of the respondents bank; that the petitioners and its members were only service providers to the customers of the bank who approached the first respondent bank for availing loan by mortgaging their jewel ornaments; that the charges for the aforesaid services availed by its customers are paid to the petitioners as commission; that the first respondent or the third respondent never paid their salary in the form of commission as claimed; that the engagement of the services of the petitioners is purely contractual

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in nature and it is governed by the terms of contract; and that the petitioners have no vested right to claim to be continued with their engagement as Jewel Appraiser.

5. On behalf of the respondents, it is also contended that since, the engagement of the services of the petitioners is governed by contract and that there being no provision or restriction imposed on the petitioners from carrying on other jobs, the petitioners cannot claim of their services are required to be continued till they are found to be fit.

6. The respondents also contend that the claim of amalgamation on the basis of which the respondents are seeking for continuation of their services is not applicable to them since, the said scheme applies only in relation to the officers and employees who were working in the respective bank; and that as the petitioners and its members were never treated as employees or officers of neither the third respondent bank nor the first respondent bank, the terms of the said scheme would not get attracted or applicable to the petitioners. Contending as above, the respondents seek for dismissal of the Writ Petition.



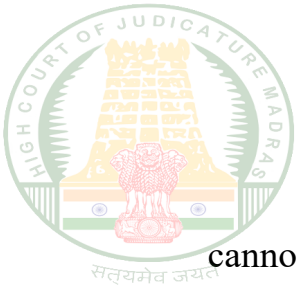
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7. At the outset, it is to be noted that the basis on which the petitioners have approached this Court for grant of relief is wholly misplaced. The petitioners at no point of time were in regular employment of the bank either as officers or employees thereby establishing the relationship of employer-employee between the petitioners and the respondents.

8. On the other hand, at an earlier point of time, when the Jewel Appraiser Association of Indian Overseas Bank had sought for regularization of service of its members claiming that they are in regular employment of the bank, the Hon'ble Apex Court while considering the aforesaid issue in the case of *Indian Overseas Bank Vs. Workmen* reported in *(2006) 3 SCC 729*, noting the distinction between regular employee and Jewel Appraiser, held that the Jewel Appraiser engaged by the Bank cannot be considered as employees of the Bank.

9. Since the petitioners in the present case are also on same footing as in the case considered by the Hon'ble Apex Court, the petitioners



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cannot claim themselves to be working with the respondents 1 & 3 bank

for them to be covered by Clause -13 of the Scheme of Amalgamation in order to claim that the terms of their employment cannot be altered detrimental to their interest. Thus, the reliance placed by the petitioners on the scheme of amalgamation would not advance their case any further.

10. Now as this Court has held that the petitioners not to be officers or employees of the first and third respondents bank, the engagement or availing of their services by the first respondent or third respondent is to be considered only as a service provider and receiver i.e., the bank being availer of their services.

11. Since the petitioners provided their services to the bank as Jewel Appraisers on being empanelled by the respondents bank, the nature of such engagement is a contract governed by the provisions of Indian Contract Act, 1872.

12. Thus, the letter of appointment issued by the third respondent to the petitioners and its members while engaging their services would govern the contract. One of the terms of the contract by which, the

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services of the petitioners and its members was availed by the respondents 1 & 3 clearly specifies that the contract can be terminated by giving one month notice, the petitioners cannot claim that the respondents 1 & 3 are not empowered to rescind the contract.

13. Since in a contract, the parties are governed by the terms of the contract and one of the parties having exercised the power referred under the terms of the contract, the aggrieved party has to approach the Competent Court of civil jurisdiction to workout their remedies and for that reason cannot maintain a Writ Petition when the issue being a contractual dispute. [See : **W.P.No.17885 of 2019 dated 23.09.2025 in *S.Padmavathi Vs. Senior Manager AF PS and Financial Inclusion Section, Circle Office, Canara Bank, Teynampet, Chennai – 600 018 and another***]

14. The Hon'ble Apex Court in the case of ***Joshi Technologies International INC Vs. Union of India & Ors***, reported in **2015(7) SCC 728**, had held that in contractual matters, the dispute is a civil dispute for which the aggrieved parties has to avail civil remedy and cannot invoke the Writ jurisdiction.



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15. This Court while examining a similar issue relating to the engagement of services of thrift deposit collectors in W.P.No.17885 of 2019 had held that the relationship between the petitioners and the respondents therein is one of contractual in nature and there being no element of public law, the normal course for aggrieved parties is to invoke remedy provided under ordinary civil law requiring to approach Competent Court of civil jurisdiction.

16. Further, the similar issue relating to prescription of age of 60 years for Jewel Appraisers by one of the public sector bank was subject matter of consideration before the Hon'ble Kerala High Court in ***W.P. (C).No.17437 of 2018 in the case of Canara Bank Jewel Appraisers Association and another Vs. Canara Bank Represented by the General Manager Priority Credit and Financial Including Wing, Canara Bank, Head Office, Bangalore and another***, wherein, the Kerala High Court rejected the said contention.



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17. The Division Bench of the Kerala High Court in W.A.No.26 of

2019, while affirming the order of the learned Single Judge had also noted that the Jewel Appraisers are engaged on contract basis and are not permanent employees of the bank on its roll and the respondents bank being the availer of services can consider fit not to utilize the services of the Jewel Appraisers who have crossed the age of 60 years and such a decision is a policy decision of the bank which cannot be interfered with. This Court is in complete agreement with the views expressed by the Hon'ble Kerala High Court.

18. Having regard to the above discussion and taking note of the fact that the services of the petitioners is purely contractual in nature, even as per the terms of indemnity bond executed by them in favour of the third respondent at the time of accepting the assignment and also being conferred with the right to terminate the contract by giving notice and the petitioners being conferred with right to take up other assignment, this Court is of the view that the petitioners cannot as a matter of right seek for continuation of their services till they are found fit without reference to their age or without the respondents having right to terminate such services.

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19. In view of the above, this Court finds that the relief sought for by the petitioners is far-fetched relief for it to be granted.

20. Accordingly, this Writ Petition is dismissed. No costs. Consequently, connected Miscellaneous Petitions are closed.

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Index : Yes/No
Speaking order : Yes/No
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