



204 **IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CWP-19823-2006

Date of decision: 14.01.2026

Malkiat Singh

....Petitioner

Versus

Pepsu Road Transport Corporation, Patiala and others

...Respondents

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR**Present:** Mr. Rai Singh Chauhan, Advocate
for the petitioner.Mr. Anil Sharma, Advocate
for respondents No.1 to 3.**HARPREET SINGH BRAR, J. (ORAL)**

1. The present writ petition has been filed under Articles 226/227 of the Constitution of India seeking a writ in the nature of *Certiorari* for quashing the action of the respondents in denying the petitioner his pensionary benefits. The petitioner further seeks a writ of Mandamus directing the respondents to release his pension and other retiral benefits, in accordance with the PEPSU Road Transport Corporation Employees Pension/Gratuity & General Provident Fund Regulations, 1992 (hereinafter referred to as the “1992 Regulations”). Additionally, the petitioner prays for a direction to the respondents to calculate his qualifying service from his date of joining in 1965 rather than the year 1970, and to release all resulting arrears with interest at the rate of 18% per annum.
2. Learned counsel for the petitioner *inter alia* contended that the petitioner joined the service of the Pepsu Road Transport Corporation (PRTC)



as a Conductor in the year 1965 on a regular basis. He was subsequently promoted to the post of Sub-Inspector in 1978. After rendering more than 37 years of what he describes as unblemished service, the petitioner retired upon attaining the age of superannuation on 30.04.2002.

3. It is submitted that the Respondent-Corporation introduced the 1992 Regulations for the grant of pensionary benefits to its employees with effect from 15.06.1992. Under Regulation 3, the scheme applied to employees working immediately before the date of issue who opted for these regulations. The petitioner asserts that he exercised an unambiguous and categorical option to avail of the pension scheme. Thereafter, the Respondent-Corporation itself began deducting General Provident Fund (GPF) instead of Contributory Provident Fund (CPF) contributions from the petitioner's monthly salary. The petitioner even drew a non-refundable advance from his GPF account.

4. Learned counsel contended that despite this, upon retirement, the petitioner was shocked to find that his pensionary benefits were not released. Furthermore, his other retiral dues, such as gratuity, leave encashment, and GPF, were calculated by counting his service only from 1970 onwards, ignoring the five years of service rendered between 1965 and 1970. This resulted in a significant financial loss to the petitioner. It is the petitioner's case that he was always ready and willing to refund the Corporation's share of CPF contributions to facilitate the release of his pension, but the respondents remained unresponsive to his numerous representations and visits

5. *Per Contra*, learned counsel for respondents submitted that the writ petition is liable to be dismissed on the grounds of concealment of material facts, as well as delay and laches. It is argued that under Regulations 3(2)(h)



and 4(iii), an employee was not only required to opt for the scheme but also to refund any advances or loans taken from the provident fund along with interest within six months. It is contended that while the petitioner submitted a consent form, he failed to deposit the required loan amount and interest within the stipulated period. Consequently, the petitioner's consent for pension was cancelled and communicated to him via a letter dated 15.02.1993 (Annexure R-1). The respondents argue that the petitioner never challenged this cancellation, thereby allowing it to attain finality.

6. Furthermore, it is submitted that the petitioner is estopped by his own conduct from claiming pension now. Upon retirement, he accepted his retiral benefits under the CPF scheme, receiving: Leave Encashment to the tune of ₹27,269/- on 29.04.2002; CPF to the tune of ₹1,91,250/- on 31.05.2002; and Gratuity to the tune of ₹1,45,223/- on 12.06.2002. Having accepted these amounts without protest and having filed the present petition more than four years after retirement (and 14 years after the cancellation of his pension option), the petitioner's claim is barred by the principles of acquiescence and estoppel.

7. Moreover, the respondents deny that the petitioner's service was unblemished. It is contended that the petitioner was appointed on 01.10.1966, not 1965. Furthermore, during his career, he remained on leave without pay for over 7 years and was absent for 22 days. Consequently, his qualifying service was calculated as 28 years, 4 months, and 8 days, rather than the 37 years claimed by the petitioner.

OBSERVATION & ANALYSIS

8. I have heard learned counsel for the parties and have perused the



record with their able assistance. The central question for consideration before this Court is whether the petitioner is eligible to claim pensionary benefits under the 1992 Pension Scheme, notwithstanding his failure to comply with the mandatory conditions stipulated in the governing Regulations.

9. The aforementioned issue is no longer *res integra*. A two-Judge Bench of the Hon'ble Supreme Court, in *Pepsu Road Transport Corporation, Patiala v. Mangal Singh, 2011(11) SCC 702*, considered the 1992 Regulations in detail. The Hon'ble Apex Court held that the Regulations are statutory in nature and have the force of law. Consequently, an employee's failure to strictly adhere to the quintessential conditions, specifically the exercise of an option within the stipulated period and the refund of any advance taken from the employer's share of the CPF, disentitles them from claiming benefits under the Pension Scheme. The relevant observations of the Hon'ble Supreme Court, speaking through Justice H.L. Dattu, are reproduced as under:

“38. The common thread which runs through all these appeals canvassed before us is that the respondents have failed to comply with the terms and conditions of the Regulations, which govern the Pension Scheme. We have already considered the nature and effect of the Regulations, which are made under a statute. These statutory Regulations require to be interpreted in the same manner which is adopted while interpreting any other statutory provisions. The Corporation as well as respondents are obliged and bound to comply with its mandatory conditions and requirements. Any action or conduct deviating from these conditions shall render such action illegal and invalid. Moreover, the respondents have availed the retiral benefits arising out of the C.P.F and gratuity without any protest. The respondents in all these appeals, before us, have made a claim for pensionary benefits under the Pension Scheme for the first time only after their retirement with an unreasonable delay of more than 8 years. It is not in dispute, in some appeals, that the respondents never opted for the Pension Scheme for their alleged want of knowledge for non-service of individual.

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41. *The Regulation 4 (iii) of the Regulations is a deeming provision to the effect: firstly, if an employee fails to exercise his option within a period of 6 months from the date of issue of these Regulations and; secondly, even on exercise of option, if an employee fails to refund the amount of advance taken from employers contribution of the C.P.F. within 6 months from the date of issue of these Regulations, then it shall be deemed that employee has opted to continue for the existing C.P.F. benefit. Therefore, the failure on the part of the respondents to opt for the Pension Scheme and refund the advance taken from the employer's contribution of C.P.F. will disentitle them from claiming any benefit under the Pension Scheme. Therefore, we cannot sustain the Judgment and order passed by the High Court.*”

(Emphasis

added)

10. This legal position was subsequently reaffirmed by another two-Judge Bench of the Hon’ble Supreme Court in *Pepsu Road Transport Corporation, Patiala v. Amandeep Singh*, 2017(2) SCC 766, and recently by the Division Bench of this Court in *Gurmit Singh and others v. Pepsu Road Transport Corporation and others* (LPA-81-2020 (O&M), decision dated 07.03.2025). The Hon’ble Apex Court in *Amandeep Singh (supra)*, speaking through Justice Ashok Bhushan, held as follows:

“23. *In view of the above, it is well settled that the notice inviting option need not to be personally served to the employees unless the Regulation or any instruction so provides. The Regulations 1992 which are being considered in the present case had already been interpreted in PEPSU Road Transport Corporation v. Mangal Singh as noticed above. This Court having already held that Regulations 1992 do not contemplate any personal service of notice to employees the finding in the judgment of the courts below holding otherwise for decreeing the suit of the plaintiff are unsustainable. From the facts of the present case it is clear that although Regulations were in force from 1992, plaintiff retired on 30th November, 2011 and after retirement received CPF benefits without any protest and at no point of time before retirement he has raised any grievance. The benefit which was available to him under CPF scheme was received by the plaintiff, he cannot be allowed to another benefit flowing from the pension scheme which he never opted. Extending benefit of the pension scheme to the plaintiff shall be extending double benefits- CPF benefit as well as pension scheme*”



which was never contemplated by the Regulations. In any view of the matter, the issue in the present case is covered by the judgment in PEPSU Road Transport Corporation v. Mangal Singh (supra) and we do not propose to take any different view in the matter. Learned counsel for the respondents has also contended that in so far as the outstanding amount of CPF is concerned the said amount could have been deducted by virtue of Regulation 24 and which amount is to be adjusted against death-cum-retirement gratuity. In the present case the plaintiff having not opted for pension scheme, the requirement from refunding the advance taken from CPF within six months is not attracted. More so, in the present case as has been stated by the appellant in the written statement in the suit even after retirement an amount of ₹ 4999/- was due from the advance taken by the respondents from his CPF amount.” (Emphasis supplied)

11. Applying the settled law to the facts of the present case, it is evident that the petitioner is not entitled to the relief sought. While the petitioner claims to have opted for the 1992 Pension Scheme, the record unequivocally demonstrates that he failed to deposit the required loan amount and interest within the mandatory six-month period as prescribed by the Regulations. As a result, his consent form was cancelled vide order dated 15.02.1993 (Annexure R-1), which was never challenged by the petitioner and hence, has attained finality. Furthermore, upon his retirement, the petitioner accepted all retiral benefits under the CPF scheme, including leave encashment and gratuity, without any objection or protest.

12. Moreover, the learned counsel for the petitioner could not controvert the respondents' submission regarding the petitioner's service record. During his tenure, the petitioner remained on leave without pay for a period exceeding seven years and was recorded as absent for 22 days. Consequently, his actual qualifying service was correctly calculated as 28 years, 4 months, and 8 days. This stands in stark contrast to the petitioner's claim of 37 years of "unblemished" service.

CONCLUSION

13. In view of the foregoing discussion, the petitioner is not entitled to any relief as prayed for and the petition deserves to be dismissed.

14. Pending miscellaneous applications, if any, shall also stand disposed of.

(HARPREET SINGH BRAR)
JUDGE

14.01.2026
Neha

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No