



2026:DHC:940-DB



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

+ LPA 816/2013, CM APPL. 17317/2013, 17319/2013,
47074/2024, 7131/2025, 7218/2025

CORPORATION BANKAppellant

Through: Mr. Rajat Arora, Mr. Niraj
Kumar and Mr. Sourabh Mahela, Advs.

versus

RADHEY SHYAM & ANRRespondents

Through: Mr. A.P. Verma, Adv. for R-1
Ms. Manisha Agrawal Narain, CGSC for
UOI

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT (ORAL)

% **04.02.2026**

C. HARI SHANKAR, J.

1. On 18 August 2009, an advertisement was issued by the Corporation Bank¹ for recruitment against 575 clerical vacancies. The respondent applied against the said advertisement. An appointment letter was issued to him on 23 March 2010, whereby he was appointed as a probationary clerk in the Bank with effect from 5 April 2010.

2. The appointment letter specifically stated, in Clause 5(c) thereof thus:

“5(c) You will be governed by the “Defined Contributory Retirement Benefit Scheme”² introduced at the industry level,

¹ “the Bank” hereinafter

² “the CPF Scheme” hereinafter



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following the Memorandum of Understanding dated 27.11.2009, entered into between the Indian Banks' Association and United Forum of Bank Unions.”

3. Mr. Rajat Arora, learned Counsel for the Bank, points out that, prior to the aforementioned appointment of the respondent, a Memorandum of Understanding³ had been executed between the Indian Banks Association⁴ and the workmen' Union of the Banks on 27 November 2009. Clauses 3 and 4 of the MoU read thus:

“3. The Bank Employees' Pension Regulations, 1995⁵ will be effective upto 31.03.2010 and cease to apply to any person appointed in the services of banks on or after 1.4.2010.

4. A defined contributory retirement benefit scheme as governed by the “contributory pension scheme introduced for employees of Central Government with effect from 1.1.2004” will be introduced for workmen/officers joining the services of banks on or after 1.4.2010. There shall be no separate contributory provident fund in respect of these workmen/officers.”

4. Though the respondent was informed of the fact that he was selected for appointment as probationary clerk in the Bank on 23 March 2010, the said letter specifically stipulated in para 2, that the date of joining of the respondent as a probationary clerk in the Bank had been fixed as 5 April 2010. The respondent expressed no objection thereto.

5. Even more significantly, as we have already noted, Clause 5(c) of the appointment order specifically informed the respondent that he would be governed by the defined Contributory Retirement Benefit

³ “MoU” hereinafter

⁴ “IBA” hereafter

⁵ “the 1995 Pension Regulations” hereinafter



Scheme⁶ following the MoU dated 27 November 2009 (*supra*).

6. Clause 9 of the aforementioned letter of appointment read thus:

“9. If you are agreeable to the aforesaid terms and conditions of your appointment in the Bank, you have to communicate to us, your acceptance of the above offer by duly affixing your signature with date, on the duplicate copy of the offer of appointment (enclosed) in token of your acceptance of the offer of appointment and mail the same within 7 days from the date of receipt thereof to the undersigned at the aforesaid address. In the event of your non acceptance for failure to report for training as stated above, it will be deemed that you are not interested in the offer of appointment and accordingly the offer made in terms of this letter, would stand automatically cancelled, without further reference to you.”

7. The respondent joined the services of the Bank on 5 April 2010.

8. Two years after joining the Bank, the respondent petitioned this Court by way of WP (C) 6003/2012⁷. The writ petition contained only one prayer, which we reproduce thus:

“In the facts and circumstances as mentioned above, it is most respectfully prayed the Hon'ble Court may be pleased to:

a) Issue a writ in the nature of Mandamus thereby directing the respondent bank to give pensions benefits to the petitioner as available under the “Corporation Bank (Employees) pensions Regulation, 1995” in place of “Defined Contributory Retirement Benefit Scheme.”

9. Thus, the respondent did not elect to challenge either the MoU, or any provision thereof or Clause 5(c) of his appointment order.

10. The aforementioned writ petition came to be allowed by the learned



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Single Judge of this Court. The Bank had raised, before the learned Single Judge, the contention that the respondent, having joined in full consciousness of the CPF Scheme by which he would be governed, was estopped from contending to the contrary. The learned Single Judge rejected the appellant's submissions and allowed the respondent's writ petition on the ground that estoppel would not stand in the way of enforcement of fundamental rights and that the respondent had been discriminated *vis-à-vis* one Sumit Panchal who had been granted pension in accordance with the 1995 Pension Regulations.

11. Aggrieved by the aforesaid judgment of the learned Single Judge, the Bank is in LPA before us.

12. On 1 November 2013, a Coordinate Division Bench of this Court had issued notice in the present LPA limited to the aspect of whether the respondent was estopped from claiming the benefit of the 1995 Pension Regulations. This order was, however, challenged by the Bank before the Supreme Court by way of Civil Appeal 5161/2017⁸. By order dated 9 November 2023 the Supreme Court disposed of the said Civil Appeal by requiring this Court to consider all aspects raised by the appellant and not the limited aspect on which notice had been issued.

13. We have heard Mr. Rajat Arora, learned Counsel for the Bank and Mr. A.P. Verma, learned Counsel for the respondent, at some

⁷ Radhey Shyam v. Union of India

⁸ Corporation Bank v. Radhey Shyam & Anr.



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length.

14. Mr. Arora submits that the learned Single Judge was patently in error as the case of Sumit Panchal could not be likened to that of the respondent. He submits that Sumit Panchal joined the services of the Bank on 29 March 2010 following an offer of appointment dated 15 March 2010. As such, having joined the services of the Bank prior to 1 April 2010, Sumit Panchal was correctly given the benefit of the 1995 Pension Regulations. The respondent, having joined the services of the Bank after 1 April 2010, could not be given the benefit of the 1995 Scheme.

15. Mr. Verma has assiduously sought to contend that it was completely unfair on the part of the Bank to discriminate the respondent *vis-à-vis* Sumit Panchal and that the respondent had no option at the time of joining but to accept the terms on which the appointment order was issued. Mr. Verma also sought to contest the legality of the MoU dated 27 November 2009 and the terms thereof.

16. We regret our inability to address these arguments of Mr. Verma, for the simple reason that there was no challenge, in the writ petition, to any conditions of the MoU or to Clause 5(c) of the appointment letter dated 23 March 2010.

17. The appointment letter made it perfectly clear that the respondent would be governed by the benefits of the CPF Scheme. Even if we were to ignore, for a minute, the MoU, the appointment letter would bind the respondent.



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18. It is settled law, enunciated in *Vidyavardaka Sangha v Y.D. Deshpande*⁹, that an employee is governed by the terms and conditions of his offer of appointment.

19. That apart, the appointment letter was in consonance with the MoU which, as we have noted, is not under challenge.

20. The respondent joined the services of the Bank on 5 April 2010. The MoU was clear that any person appointed to the services of the bank after 1 April 2010 would be entitled to the benefit of the CPF scheme.

21. Though Mr. Verma has emphasised the fact that the letter of appointment was dated 23 March 2010, which was prior to 1 April 2010, we are of the opinion that this factor cannot seriously weigh in his favour. The letter dated 23 March 2010 was only a communication informing the respondent of the fact that he had been selected as probationary clerk. Para 2 of the letter made it clear that the date of joining of the respondent as probationary clerk had been fixed as 5 April 2010.

22. Moreover, at the cost of repetition, we may note that Clause 5(c) of the appointment letter left no room for doubt, as it clearly stated that the respondent would be governed by the terms of CPF scheme. The respondent accepted the said stipulation without demur.



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23. Having not chosen to challenge the provisions of the MOU or the appointment letter issued to him, we are of the opinion that the respondent could not even have maintained WP (C) 6003/2012 before this Court, as the prayer in the writ petition was in the teeth of Clause 5(c) of the appointment letter as well as the terms of MOU.

24. The view adopted by the learned Single Judge cannot be sustained as Mr. Sumit Panchal, vis-à-vis whom the learned Single Judge has found the respondent to have been discriminated, was differentially situated. Mr. Panchal had joined the services of the Bank prior to 5 April 2010 and was, therefore, entitled to the benefit of the 1995 Pension Regulations.

25. The learned Single Judge, therefore, clearly erred in proceeding on the ground that there was discrimination between the respondent and Mr. Sumit Panchal.

26. Mr. Verma has sought to rely on the judgment of a Division Bench of this Court in *Inspector Rajendra Singh v. UOI*¹⁰.

27. We have seen the said decision.

28. That case is clearly distinguishable. The Division Bench, in that case, was seized with a situation in which the advertisement, consequent on which the appellants had joined, specifically stated that they would be entitled to benefit of the Old Pension Scheme. That Clause was subsequently modified and the appellants were sought to



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be brought under the New Pension Scheme. Apart from this fact, the Division Bench has also noted that the appellants were not in a position to opt for one scheme or the other. Further, that case dealt with recruitment to the post in the Central Reserve Police Force and even on that ground cannot be analogised to the present case.

29. In the present case, para 9 of the offer of appointment specifically called upon the respondent to accept the terms of appointment. The respondent did so and thereafter have served the Bank as per the said terms of appointment for over two years before petitioning this Court. This case is not, therefore, in any way similar to the case of *Insp. Rajendra Singh*.

30. We, therefore, are of the opinion that the impugned judgment of the learned Single Judge cannot sustain on facts or in law. It is accordingly quashed and set aside.

31. WP (C) 6003/2012 filed by the respondent before this Court shall accordingly stand dismissed.

32. The appeal is accordingly allowed. There shall be no order as to costs.

C. HARI SHANKAR, J.

OM PRAKASH SHUKLA, J.

FEBRUARY 4, 2026

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