In the High Court at Calcutta

Constitutional Writ Jurisdiction

Appellate Side

Present:

The Hon'ble Mr. Justice Sandip Kumar De

WPA 22877 of 2024

SANKAR LAL SIKDAR

VS

THE UNION OF INDIA & ORS.

For the petitioner: Ms. Arunima Lala
Mr. Subhamoy Patra
Ms. Mahuya Maity .....Advocates

For the respondent/PNB: Ms. Parna Roy Choudhury, ...Advocate.

Last heard on: 25.11.2026

Judgement on: 27.11.2026

Sandip Kumar De, J.

1. In the present writ petition, the writ petitioner, being a retired employee of United Bank of India, presently Punjab National Bank ('the bank' for short) has challenged the order dated March 28, 2024 passed by the Circle Head of the Hooghly Circle Office of the bank rejecting the claim of the writ petitioner that the writ petitioner be treated as a Pension Optee instead of a Provident Fund Optee.

2. The writ petitioner joined the service of the bank on August 3,1984 as a Single Window Operator-B and retired from service on superannuation on January 31,2018. It is the case of the writ petitioner that in terms of the notification relating to the option to be exercised within 60 days from August 16,2010, the petitioner exercised his option as a pension optee. Prior to that the petitioner had exercised his option in terms of United Bank of India (Employees)Pension Regulations,1995 and the same was duly acknowledged on November 24,1995.
3. The learned counsel for the petitioner placed reliance on the document dated November 24,1995 containing the option for pension exercised by the petitioner duly acknowledged by the General Manager of the Pension Department of the then United Bank of India addressed to the petitioner, the provident fund statements where it is recorded that the petitioner is a pension optee, the letter of the bank for the purpose of calculation of pension, the form duly signed by the bank official in terms of the 1995 Pension Regulations, the form submitted by the petitioner for the purpose of commutation of a fraction of pension, all dated January 31, 2018 at the time of retirement of the petitioner from service in order to show that the petitioner was a Pension Optee and the said fact was acknowledged by the Bank but was not accepted by the bank in the order impugned.
4. Learned counsel for the petitioner, apart from placing reliance on the documents document dated November 24,1995 acknowledging the option for pension exercised by the petitioner acknowledged by the General Manager of the Pension Department of the the then United Bank of India addressed to the petitioner, the Provident Fund statements where it is recorded that the petitioner is a pension optee, the letter of the bank for the purpose of calculation of pension, the form duly singed by the bank official

in terms of the 1995 Pension Regulations, referred to the minutes of the meeting dated November 9, 2023. The learned counsel for the petitioner pointed out that the minutes of the proceeding recorded that the document being the letter dated November 24,1995, has been described as a document on a ruled paper without the bank's letterhead and seal affixed over the signature of the competent authority. The learned counsel further pointed out that the same finding has been recorded in the reasoned order impugned herein also.

5. The learned counsel for the petitioner submitted that in absence of the document dated November 24, 1995, the bank could not have issued the papers and documents as aforesaid acknowledging that the writ petitioner is pension optee only and such a stand taken by the bank that the petitioner did not opt for pension at the relevant point of time is absolutely contrary to the record of the bank itself.
6. The learned counsel for the petitioner submitted that in view of the documents mentioned above, it is clear that the petitioner opted for pension on time and presently, by refunding the employers' share of provident fund, the petitioner can very well be transferred to the category of pension optee.
7. The learned counsel for the petitioner submitted that if the bank denies to acknowledge the document dated November 24,1995, then the subsequent documents issued by the bank based on the said document are also of no consequence. However, in the order impugned, the bank has not denied those documents save and except the document dated November 24,1995. As such, the stand taken by the bank is contrary to the materials on record and self-anomalous.

8. It is the case of the bank that the writ petitioner is not a pension optee but he is a provident fund optee. The provident fund amount has already been disbursed to the petitioner.
9. The learned counsel appearing for the respondent-bank relied on the report in the form of affidavit and submitted that the option was to be exercised for pension within 120 days from the date of notification of the Regulation on September 29,1995. The petitioner did not opt for pension at the relevant point of time. Subsequently, in view of the settlement, opportunity to submit option was again given by the notification dated August 16,2010 for which the option was to be exercised within 60 days from the date of circular, but the petitioner did not opt for pension even at that point of time. Therefore, the petitioner did not avail the opportunity either under first pension option or under second pension option and as such, the petitioner is not entitled to any relief.
10. Learned counsel for the bank raised the preliminary question regarding maintainability of the writ petition as according to the learned counsel for the bank, the petitioner is a 'workman' defined under the bipartite settlement and as such, the remedy for the writ petitioner lies before the Labour Court/Industrial Tribunal. Therefore, the present writ petition is not maintainable in view of the available alternative remedy.
11. Learned counsel for the bank relied on the Division Bench decision of this Court referred in the case of *Anup Goswami Vs. State Bank of India in APOT 342 of 2024* delivered on June 11,2025 and referring to the relevant part of the said decision, the learned counsel for the respondent-bank submitted that the petitioner is a 'workman' defined under the bipartite settlement dated April 10,2002 and as such, the remedy for the writ petitioner lies before the labour court/industrial tribunal. Therefore, the

present writ petition is not maintainable in view of the available alternative remedy.

12. The learned counsel for the respondent-bank next relied on a decision of a learned Single Bench of the High Court of Andhra Pradesh in the case of *Y. Sitaramaiah vs. Bank of Baroda in WPA 4771 of 1968 delivered on April 14,1969* for the proposition that since the petitioner in the said case was an award staff of the bank, the bipartite settlement could not be enforced by way of Writ of Mandamus before the High Court. As such, the writ petition was not maintainable.

13. Learned counsel for the respondent-bank next relied on a decision of a coordinate Bench of this Cort in the case of *Modan Mohan Mondal vs. Union of India and Ors. in WPA 19274 of 2026 delivered on August 27,2026* wherein the coordinate Bench of this Court refused to interfere in a case where the petitioner sought to opt for pension scheme instead of the provident fund scheme. Learned counsel submitted that the coordinate Bench of this Court considered the delay in taking steps for opting under the scheme and such delay was not condoned by the coordinate Bench of this Court in the said decision. As such, the petitioner should not be granted any relief in this writ petition also.

14. In reply, the learned counsel for the petitioner submitted that the petitioner is willing to refund the employers share of provident fund contribution 2.8 times of the revised pay for the month of November,2007 as 30% of the funding gap for the pension scheme.

15. Learned counsel for the petitioner submitted that the case of *Anup Goswami (supra)*[1] is with regard to a different set of facts where the bank employee

[1] *Anup Goswami vs. State Bank of India in APOT 342 of 2024*

was facing a charge sheet due to misconduct which is not the case at hand. Therefore, the said case is distinguishable on facts.

16. Learned counsel for the petitioner further submitted that the term 'workman' has nowhere been used in the instant proceeding and it is not known that whether Single Window Operator-B is 'workman' within the meaning of bipartite settlement. It is further not known that whether the bipartite settlement referred to in *Anup Goswami(supra)*[2] is similar to the present proceeding. Therefore, the said judgement is distinguishable on that score also.

17. Learned counsel for the petitioner further submitted that in *Madan Mohan Mondal(supra)* [3] , the facts are completely different where the petitioner made an allegation that due to insufficient publicity of the circular, the petition could not take steps for option for pension on time which is not the case at hand. In the instant case, the petitioner has already opted for pension on time which is evident from several documents of the bank mentioned hereinabove.

18. Learned counsel for the petitioner next submitted that the decision rendered in the *Y. Sitaramaiah (supra)*[4] is factually different and distinguishable as such. The said decision relates to a case of reinstatement of an employee of the bank after acquittal in a criminal case which is not the set of facts here. The learned counsel for the petitioner then submitted that the case of *Y. Sitaramaiah (supra)*[5]is not applicable in the instant case.

19. Heard the learned counsel for the parties, considered the materials on record as well as the decisions cited by the parties.

---

[2] *Anup Goswami Vs. State Bank of India in APOT 342 of 2024*
[3] *Modan Mohan Mondal vs. Union of India and Ors. in WPA 19274 of 2026 delivered on August 27,2026*
[4] *Y. Sitaramaiah vs. Bank of Baroda in WPA 4771 of 1968 delivered on April 14,1969*
[5] *Y. Sitaramaiah vs. Bank of Baroda in WPA 4771 of 1968 delivered on April 14,1969*

20. It appears from the record that the pursuant to the order passed by a coordinate Bench of this Court in WPA 26067 of 2022 dated March 21, 2023, the representation of the petitioner has been considered by the bank authorities and the order impugned dated March 28,2024 has been passed.

21. It appears from record that a letter was issued by the bank recording the exercise of option for pension by the petitioner on November 24,1995 and all the subsequent documents have been issued time to time in 2011 as well as at the time of retirement of the petitioner on January 31,2018 treating the petitioner as a pension optee. The series of documents issued by the bank in favour of the petitioner clearly show that the bank acknowledged the petitioner as a pension optee. The petitioner also expressed willingness to refund the employers' share of provident fund as per the extant rules of the bank.

22. By carefully avoiding the document dated November 24,1995 relied on by the petitioner, the bank has taken the only stand that the petitioner did not opt for pension in time both for the first time as well as for the second time. However, the bank did not take into consideration the documents relied on by the petitioner before the bank during hearing as well as before this Court at the time of hearing which clearly show that the bank itself had acknowledged that the petitioner is a pension optee.

23. Even the documents relating to the Provident Fund calculations as disclosed by the bank in the report in the form of affidavit show that the petitioner has been acknowledged as a pension optee.

24. Therefore, from the materials on record it is evident that the petitioner is a pension optee which could not have been denied by the bank. The reasons furnished in support of the order under challenge are, therefore, contrary to the materials on record.

25. In *Anup Goswami (supra)*[6], the Division Bench of this Court considered the aspect of alternative remedy based on a bipartite settlement in connection with a charge sheeted employee. The said decision is factually distinguishable. More so, the learned counsel for the petitioner is right in saying that it is not clear whether the bipartite settlement referred to in *Anup Gowsami (supra)* [7] is similar to the present case at hand or not. Therefore, the question of existence of alternative remedy cannot be ascertained from the facts of *Anup Goswami (supra)*[8].
26. The decision rendered in *Modan Mohan Mondal (supra)*[9] is also factually distinguishable and different. The said decision is based on the laches of the petitioner therein in opting for pension on time due to insufficient publicity of the circular which is not the case at present at all. In the instant case, the petitioner opted for pension on time as the same is evident from the record of the bank itself.
27. The question of alternative remedy raised in the case of *Y. Sitaramaiah (supra)*[10], is also factually distinguishable as the same has been rendered in respect of an employee seeking reinstatement after being acquitted from criminal charges which is not the case at hand.
28. Therefore, the decisions cited by the learned counsel for the respondent-bank are not applicable in the instant case.
29. The writ petition is, thus, held to be maintainable against the bank.

---

[6] *Anup Goswami Vs. State Bank of India in APOT 342 of 2024*

[7] *Anup Goswami Vs. State Bank of India in APOT 342 of 2024*

[8] *Anup Goswami Vs. State Bank of India in APOT 342 of 2024*

[9] *Modan Mohan Mondal vs. Union of India and Ors. in WPA 19274 of 2026 delivered on August 27,2026*

[10] *Y. Sitaramaiah vs. Bank of Baroda in WPA 4771 of 1968 delivered on April 14,1969*

30. The issue based on merit can be looked at from a different angle also. If the argument of the bank is accepted where the bank has denied acknowledgement of the petitioner as a pension optee based on the letter dated November 24,1995, then the subsequent documents issued by the bank in 2011 and at the time of retirement of the petitioner, repeatedly describing the petitioner as pension optee become self-contradictory. Therefore, from that angle also, the reason furnished in the order impugned regarding denial of acknowledgment of the petitioner as a pension optee based on the letter dated November 24,1995 becomes completely contrary to the materials on record.
31. It also appears that the first option for pension was to be given within 120 days from September,1995 and the document being the letter dated is dated November 24,1995, well within such time limit.
32. Since the order impugned has been passed in gross material irregularity and being contrary to the materials on record as discussed above, the same is not sustainable.
33. Thus, the order dated March 28,2024 under challenge is quashed and set aside.
34. The respondent-bank shall treat the petitioner as a pension optee in view of the documents mentioned hereinabove and shall take necessary steps for disbursing pension amount as per the applicable laws upon getting refund of the employer's share of the provident fund as sought to be refunded by the petitioner in terms of the applicable rules of the bank within a period of 12 weeks from the date of communication of this order.
35. WPA 22872 of 2024 is, thus, disposed of.
36. No order as to costs.

37. Urgent Photostat certified copy of this order/judgment if applied for, be supplied to the parties upon compliance with all requisite formalities.

(Sandip Kumar De, J.)