

FORM NO. J (2)

**In the High Court at Calcutta
Constitutional Writ Jurisdiction
Appellate Side**

Present:

THE HON'BLE JUSTICE REETOBROTO KUMAR MITRA

WPA/25540/2026

DR. ABIR KUMAR PAL

Vs.

THE WEST BENGAL POWER DEVELOPMENT
CORPORATION LIMITED & ORS.

For the Petitioner	:	Mr. Samim Ahammed, Advocate Mr. Md. Nasirul Haque, Advocate Ms. Zoya Eram, Advocate
For the State	:	Ms. Piush Chaturvedi, Sr. Advocate Mr. Anujit Mookerjee, Advocate
For Respondent 1-5	:	Mr. R. De, Advocate Mr. B. Banerjee, Advocate Mr. A.A. Bose, Advocate
Heard on	:	September 23, 2026.
Judgment on	:	September 25, 2026.

THE COURT:

1. The grievance of the writ petitioner is that the exercise of his option seeking revocation of his resignation has not been accepted.

2. The facts of this case are fairly simple and admitted. A brief enumeration thereof will render the deliberation more meaningful.
3. The petitioner was employed in the service of Respondent No. 1 as a Senior Medical Officer at the Medical Unit, Sagardighi Thermal Power Project (hereinafter referred to as the Corporation).
4. Owing to a marital discord with his now estranged wife, which arose sometime in 2022, the petitioner tendered his resignation on October 25, 2025, effective from February 4, 2026. In terms of prevalent rules, the resignation was made effective from February 4, 2026, upon completion of the required three months' notice, in compliance with Clause 5(b) of his letter of appointment dated November 10, 2016.
5. The respondent Corporation accepted the resignation tendered by the petitioner "provisionally" on December 31, 2025.
6. In the interregnum between the provisional acceptance of the resignation and February 4, 2026, being the effective date of resignation, the petitioner received salaries for the months of October to December 2025, as well as for January and part of February 2026. On February 9, 2026, February 12, 2026 March 10, 2026 all after the resignation had been finally effected and completed, the petitioner had made representations *inter alia* seeking to recall and/or revoke his resignation. The said request was ignored by the

Corporation. On March 11, 2026, the release order as well as the retirement benefits of the petitioner was released.

7. On July 16, 2026, the petitioner finally obtained his divorce from his wife.
8. After the representations of February 9, 2026, February 12, 2026, and March 10, 2026, were rejected by the authorities by their order of March 23, 2026, fresh representations on the exact lines as the earlier ones were made successively in the months of May, June, and July. These representations were also rejected by a reasoned order of August 14, 2026.
9. The petitioner is aggrieved that his prayer for revocation of his resignation was rejected by the respondent Corporation on multiple occasion. Hence, the present writ petition.
10. Mr. Shamim Ahammed, learned advocate appearing for the petitioner, has made the following submissions:-
 - i. *The resignation was given on October 25, 2025. In spite thereof, he received payment for the month of October to December 2025.*
 - ii. *The resignation was accepted only provisionally on December 31, 2025, and there was no final acceptance of such resignation.*
 - iii. *This is evident from the fact that the release order of the petitioner was issued by the Corporation only on March 11, 2026, which necessarily implies that the petitioner was still in service on the date of the first representation on February 9, 2026.*

- iv. *Thus, his representation of February 9, 2026, February 12, 2026, March 10, 2026 ought to have been allowed, as the resignation was effected on March 11, 2026. Therefore, the petitioner's prayer for revocation of his resignation was justified and should have been considered in a more positive manner.*
 - v. *In fact, in rejecting the representations, the authority has placed reliance on Rule 34A of the West Bengal Service Rules Part I which stipulates that a person continues in service if he, withdraws the letter before the date from which the resignation is to take effect. The resignation becomes inoperative. According to Mr. Ahmad, this effective date is March 11, 2026, and not any date prior thereto.*
 - vi. *Therefore, the representations of the petitioner seeking revocation of his resignation has been wrongfully and wrongly rejected and should be set aside, thereby permitting the petitioner to continue in service.*
 - vii. *The petitioner submits that certain other persons, Mohadev Ganguly, Papia Mohinder, and Debolina Nath, were all permitted to withdraw their resignation and resume service. Hence, there is no reason as to why the petitioner should not be accordingly allowed to withdraw his resignation and resume service. Discriminatory treatment should not be permitted as against the petitioner.*
11. Mr. De, learned Senior Advocate appearing for the respondent Corporation, has made the following submissions:-

- i. *The Corporation is a State under Article 12 and is bound by its own rules and regulations and the West Bengal Service Rules to the extent that they have been adopted and incorporated into the service rules and regulations of the Corporation.*
- ii. *Regulation 4 of the (WBSEDCL) Employees' Service Regulations is clear and unequivocal and reflects adoption and reliance on Rule 34A of the West Bengal Service Rules.*
- iii. *The effective date of resignation has been specified ; once one juxtaposes these service rules, the regulations along with the specifics in the letter of appointment of the petitioner.*
- iv. *The three months' notice has been specifically incorporated in Clause 5B of the letter of appointment of the petitioner issued by the Corporation.*
- v. *An employee is permitted to resign upon giving such three months' notice.*
- vi. *This notice period has been specified by the petitioner himself in the letter of resignation dated October 25, 2025, thereby fixing the date of resignation to be February 4, 2026, which must necessarily be construed as the effective date of resignation of the petitioner.*
- vii. *The acceptance of the petitioner's resignation by the Corporation on December 31, 2025 has to be a provisional acceptance as a final acceptance would have twofold consequences:-*
 - a) *First, the authorities would be curtailing the notice period of three months if the same was accepted finally on December 31, 2025.*
 - b) *Second, any final acceptance on December 31, 2025, would entail consequential financial benefits to the petitioner,*

including pension, leave salary, gratuity, provident fund, etc.

This could not be done prior to February 4, 2026, being the effective date of resignation.

- viii. It is for this purpose that the resignation was accepted provisionally, prior to its effective date.*
- ix. The actions of March 11, 2026 are merely the consequence of resignation, resulting in ministerial acts of issuance of the releasing order and the financial benefits thereof.*
- x. The effective date of resignation being February 4, 2026, the same takes effect without any further act of commission or omission on behalf of any of the parties. Had the representations been made at any time prior to February 4, 2026, the petitioner could have still argued that he had a right to withdraw as that would have been prior to the date from which the resignation is to take effect, which is February 4, 2026.*
- xi. Having taken effect on February 4, 2026, the resignation of the petitioner became irrevocable and operative. Thus, there is no question of revocation of the same.*
- xii. He has placed reliance on a decision of the Hon'ble Supreme Court of India reported in (2024) 13 SCC 598, (Dr. Suman v. Marwadi Sammelan through its Secretary & Ors), in aid of his argument that a resignation can be withdrawn at any time before it becomes effective. However, upon the arrival of the effective date, such resignation becomes complete and operative and there is no right bestowed on the incumbent officer to rescind, revoke or withdraw such resignation.*
- xiii. Thus, the authorities in no uncertain terms and with sufficient clarity rejected the representations of the petitioner seeking revocation of his resignation dated February 9, 2026.*

12. I have heard the learned advocates for the parties and considered the documents and decisions relied upon by them.
13. It is of no import as to why the petitioner tendered the resignation. The submission on behalf of the petitioner that the same was done on account of the marital discord of the petitioner, which stood resolved subsequently, is of no value to the instant case.
14. The letter of resignation of October 25, 2025 issued by the petitioner is a prospective resignation, which is to take place on a future date which has been defined as the “effective date”. It is this effective date which is of great relevance. Unless the resignation letter is rejected , it becomes final, complete and becomes operative on the effective date itself.
15. In this case, it is indisputable that Clause 5B in the letter of appointment stipulates a three months' notice period for any incumbent officer who wishes to tender his resignation. Pursuant thereto, the petitioner issued a letter of resignation thereby stipulating a timeline of three months corresponding to the three months' notice which is to be given. Thus, the petitioner himself stipulated February 4, 2026 as the effective date when his resignation would become operative and complete.
16. The respondent Corporation by its letter of December 31, 2025 accepted the resignation provisionally. Thus, even if the petitioner wished to revoke his resignation, it could have

been done anytime within three months, prior to the effective date of the resignation. Mere provisional acceptance would not curtail the three months' notice period. Likewise, mere provisional acceptance does not also curtail the right of the petitioner to seek revocation of his resignation before the effective date of resignation on February 4, 2026.

17. However, once the timeline crosses the effective date, the said resignation does not remain prospective and indeed assumes finality and irrevocability and cannot be rescinded or revoked.
18. The decision of the Hon'ble Supreme Court of India in Dr. Mrs. Suman (*supra*) is absolutely clear and lays down this very proposition by which this Court is bound.
19. The argument of the petitioner that the provisional acceptance of the resignation on December 31, 2025 left room for him to seek revocation thereof is not in dispute, as he could indeed withdraw the resignation even after the provisional acceptance, but only until the effective date, i.e., February 4, 2026. The mere issuance of the release order on March 11, 2026 and payment of the petitioner's retirement benefits on the very same date, which were accepted by the petitioner without any prejudice or demur, does not mean or imply, nor can it be construed in any manner to imply, that the acceptance of the resignation of the petitioner was finally effected on March 11, 2026.
20. Somewhere in the milieu of these facts, the petitioner was also aware that the resignation tendered by him had become

effective. It is upon such realization, the petitioner prayed for revocation of the resignation.

21. The subsequent representations after the divorce of the petitioner on July 16, 2026, are on similar lines, that the petitioner ought to have been permitted to resume service upon revocation of his resignation, made by successive representations, all of which are, however, after the effective date of resignation on February 4, 2026.
22. The petitioner's submission that other officers/employees of the Corporation were permitted to withdraw their resignation and resume service is bald and without material particulars, since the effective date of resignation of these persons has not been disclosed in the petition nor argued. No assertion with any particular, has been made that these persons had withdrawn or were permitted to withdraw their resignation after the effective date of their resignation. Therefore, there is no allegation or even an insinuation that these persons, referred to by the petitioner in paragraph 35 of the petition, were permitted to resume service after revocation of their resignation post the effective date of resignation. Such a fleeting submission, unsupported by documents and pleadings, is best ignored.
23. The acceptance of the resignation was on February 4, 2026 and the consequential benefits of such resignation including the financial benefits were meted out on March 11, 2026 along with the release order. The release order coming at a later date than the effective date of resignation cannot clothe

the petitioner with an additional right to challenge such resignation as if the said resignation had not taken effect on February 4, 2026 but on March 11, 2026.

24. In the orders impugned, dated March 23, 2026 and August 14, 2026, the respondent Corporation took into consideration all facts and the prevalent rules and regulations and held that since the petitioner did not withdraw the letter of resignation prior to February 4, 2026, and since all service benefits of the petitioner had been released by the Corporation, the petitioner had no vested right to seek revocation of his resignation.
25. In view of the afore-stated discussions and findings, the following findings are unavoidable:
 - i. *The petitioner tendered his resignation letter on October 25, 2025 upon due compliance with all regulations and the three months' notice period to be effective from February 4, 2026.*
 - ii. *This was accepted provisionally on December 31, 2025.*
 - iii. *The resignation took effect on February 4, 2026 assuming a complete, operative and irrevocable character.*
 - iv. *The release order and the benefits pursuant to the resignation were issued on March 11, 2026 based on the resignation of February 4, 2026.*
 - v. *Once the resignation became final, operative and complete and thereby irrevocable, the representations subsequent thereto were no value.*
 - vi. *There is no vested right to exercise an option and seek withdrawal, once the resignation has taken effect and has become operational and irrevocable on the effective date.*

vii. Thus, the request for revocation of the resignation letter made by the petitioner has been rightly rejected.

26. In view of the afore-stated facts and circumstances, I do not find any reason to interfere with the orders of the respondent Corporation dated March 23, 2026 and August 14, 2026 rejecting the revocation of the resignation.
27. Accordingly, the writ petition fails and is hereby **dismissed**.

(Reetobroto Kumar Mitra, J.)