IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 23-07-2026

Pronounced on : 31.07.2026

CORAM

THE HON'BLE MR.JUSTICE T. VINOD KUMAR

WP Nos. 4755, 4757 and 9263 of 2020

Dr.Sundaravadanan ..Petitioner in W.P. No.4755 of 2020

R.Senthilkumaran .. Petitioner in W.P.No.4757 of 2020

S.V.Sundaram .. Petitioner in W.P.No.9263 of 2020

Vs

1. The Secretary to Government of India
Ministry of Finance,
Insurance and Banking,
New Delhi.

2. The Chairman Cum Managing Director
United India Insurance Company
Head Office
No.24, Whites Road, Royapettah,
Chennai – 14.

3. The Regional Manager
Personnel Department,
United India Insurance Company Ltd
Regional Office, Chennai.

.. Respondents in
WP Nos. 4755 and 9263 of 2020

1. The Secretary to Government of India
Ministry of Finance,
Insurance and Banking,
New Delhi.

2. The Chairman Cum Managing Director
United India Insurance Company
Head Office
No.24, Whites Road, Royapettah,
Chennai – 14.

3. The Regional Manager
United India Insurance Company Ltd
Regional Office, United India Towers
PB 1020 3-5-817
Basheer Bagh, Hyderabad -29

..Respondents in
W.P.No.4757 of 2020

Prayer in W.P.No.4755 of 2020: Petition filed under Article 226 of the Constitution of India, to issue a writ of certiorarified mandamus, praying to call for the records of the 3rd respondent Proceedings No.Nil dated 22.07.2019 and quash the same and consequently direct the respondents to accept the option exercised by the petitioner for coming over to the Pension Scheme pursuant to the letter of option and further direct the respondents to grant Pension to the petitioner by adjusting the PF amounts already paid.

Prayer in W.P.No.4757 of 2020: Petition filed under Article 226 of the Constitution of India, to issue a writ of Certiorarified Mandamus, praying to call for the records relating to the 3rd respondent in its HRO.PER:386/2019/20 dated 08.08.2019 and quash the same and consequently direct the respondents to accept the option exercised by the petitioner for coming over to the Pension Scheme pursuant to the letter of option and further direct the respondents to grant Pension to the petitioner by adjusting the PF amounts already paid.

Prayer in W.P.No.9263 of 2020: Petition filed under Article 226 of the Constitution of India, to issue a writ of certiorarified mandamus, praying to call for the records of the 3rd respondent Proceedings No.Nil dated 22.07.2019 and quash the same and consequently direct the respondents to accept the option exercised by the petitioner for coming over to the Pension Scheme pursuant to the letter of option and further direct the respondents to grant Pension to the petitioner by adjusting the PF amounts already paid.

For Petitioner in all writ petitions:	Mr. V.Vijay Shankar
For Respondents in all writ petitions:	Mr.C.K.Chandrasekkar for R2 and R3 Standing Counsel No appearance for R1

COMMON ORDER

Since, the issue involved in all the three writ petitions is one and the same, these writ petitions were heard together and are being disposed of, by this common order.

2. With the consent of counsels appearing for the parties, the pleadings in Writ Petition No.4755 of 2020 are taken as lead case for deciding the matter.

3. Heard the learned counsel for the petitioner and the learned Standing Counsel for the respondents No.2 and 3 and perused the materials available on record.

4. The case of the petitioner, in brief, is that he had joined the service of

the respondents in the year 1985; that after putting in 21 years of service had resigned from the service; that during the year 1995, the respondents had framed a pension scheme for its employees w.e.f. 28.06.1995; that the petitioner did not opt to become a member of the said scheme as the same was optional; that the petitioner continued to remain as a member of the Provident Fund; and that on his resignation, all the benefits due to him namely Gratuity, Provident Fund (Employee and Employer Contribution) were granted and thus, his claim was settled.

5. It is the further case of the petitioner that the respondents by bringing an amendment to the said pension scheme, had sought to extend the benefit of Pension Scheme to its employees who joined in service before 28.06.1995 but did not opt to join the pension scheme, to exercise the option of becoming a member of the pension fund; that the respondents while extending the benefit to become a member of the pension fund by the General Insurance (Employees') Pension Amendment Scheme, 2019 (in short 'Pension Amendment Scheme 2019') issued on 17.05.2019; has specified the eligibility to exercise the option; that the respondents had sought to extend the benefit to four categories of its employees namely:

(i). Employees who joined the service before 28.06.1995 and continued to be in service on 23.04.2019.

(ii). Employees who joined services before 28.06.1995 and retired before 23.04.2019.

(iii). Family of employees who joined the service before 28.06.1995 but died while in the service before 23.04.2019; and

(iv) Families of employees who joined the services before 28.06.1995 but retired and thereafter died before 23.04.2019.

6. The petitioner contended that since, he had joined the service of the respondents before 28.06.1995 and had left the service by submitting resignation on 12.12.2006, such resignation is to be considered as retirement and he would be eligible to exercise the option under the Pension Amendment Scheme 2019 under Clause (ii) of the eligibility criteria specified to become the member of the pension fund; that he had accordingly submitted his application/option in Form-II dated 17.07.2019; that the respondents by the impugned proceedings dated 22.07.2019 had erroneously rejected his option of becoming a member of the pension fund; and that the aforesaid action is contrary to the basic object of extending the benefit of the benevolent scheme to the respondent's former employees.

7. The petitioner, further contended that though had resigned from service, on account of opting to become a member of the pension fund under the Pension Amendment Scheme, would be required to abide by the terms and conditions of the amended pension scheme requiring him to refund various amounts as specified in Clause 5 of the Pension Amendment Scheme, 2019; that the respondents cannot construe the term 'retirement' in a strict sense to deny

the benefit; and that since, the employee exercising the option is required to adhere to the terms and conditions, the terms " resignation" and "retirement" cannot be construed as different terms; and thus, the impugned order as issued by the respondents is wholly illegal and arbitrary and contrary to the intent behind the Pension Amendment Scheme 2019.

8. The petitioner also contended that in the option Form, there is no mention of the said scheme as being applicable only to the retirees who had retired from the service of the respondents on attaining the age of superannuation and not being applicable to others and thus, the rejection is also bad for the said reason.

9. Contending as above, the petitioner(s) prays for setting aside the impugned order.

10. Counter affidavit on behalf of the respondents is filed.

11. The respondents, by the counter affidavit mainly contended that the petitioner on joining the service of the respondents had remained a Provident Fund Optee even after the introduction of General Insurance (Employees) Pension Scheme, 1995 till the date of his resignation; that the petitioner

submitted his resignation on 10.11.2006 and sought for being relieved at the earliest; that pursuant to the said letter, the respondents had replied vide letter dated 12.12.2006 informing the petitioner that the competent authority had accepted his resignation w.e.f. 11.11.2006 without giving shortfall notice period of 59 days; that at the time of resignation, the petitioner was governed by the General Insurance (Termination, Superannuation, and Retirement of Officers and Development Staff) Scheme, 1976; that Section 4A as inserted vide notification dated 27.07.1990 stipulated conditions to be eligible for voluntary retirement; that one of the conditions stipulated in Section 4A, is completion of 55 years of age; that at the time when the petitioner opted for voluntary retirement by submitting his application, he did not complete the requisite age of 55 years; that the petitioner being fully aware of the said fact of not completing 55 years of age and not eligible to seek voluntary retirement, resigned from service on his own volition; and that the petitioner with the introduction of Pension Amendment Scheme 2019 is intending to become a member of the pension scheme now in order to get pension under the pretext of having put in 21 years of service.

12. The respondents, by the counter affidavit further contended that as the petitioner did not exercise the option to become a member of the Pension Scheme on its introduction in the year 1995, continued to be governed by the Provident Fund; that on submitting resignation, the terminal benefits of the

petitioner were settled by treating the petitioner as a Provident Fund optee; that as the petitioner submitted resignation from the services of the respondent company, would be ineligible for pension in view of Rule 22 of the Pension Scheme, 1995 dealing with forfeiture of service; that as the petitioner is not entitled to be granted pension under the scheme originally framed, the petitioner cannot now under the amended scheme introduced to extend the benefit to retired employees or families of deceased retired employees, to derive the benefit by seeking to become a member, to which he is not otherwise eligible, even if he had opted and became a Member on introduction of Scheme in 1995 on account of resignation; that the petitioner having resigned from the service of the respondent company on his own volition, having forfeited his service cannot claim as being eligible to become member under the Pension Amendment Scheme 2019 by treating his resignation as voluntary retirement; and that there is no arbitrariness or malice or unfairness in rejecting the option sought to be exercised by the petitioner by submitting Form-II under Pension Amendment Scheme, 2019.

13. In support of the aforesaid contention, reliance is placed on the decision of the Hon'ble Apex Court in the case of ***Senior Divisional Manager, Life Insurance Corporation of India Ltd. & Ors. v. Shree Lal Meena*** – **(2019) 4 SCC 479** and the decision made in Civil Appeal No.9076 of 2019 @ SLP (C) No.6553 of 2018 in the case of ***BSES Yamuna Power Ltd. vs. Sh.Ghanshyam***

Chand Sharma and another.

14. Contending as above, the respondents seek for dismissal of the writ petition.

15. I have taken note of the respective contentions urged.

16. Though the petitioner by submitting the option Form-II on 17.07.2019 sought to become a Member of the Pension Fund of the respondents as per the Pension Amendment Scheme 2019, by which, the respondents sought to extend the benefit of exercising option to become a Member, the amendment Scheme permitted the said benefit to be extended only to four categories of its Employees and its retired employees and their families. The four categories are:

(i) for the employees who are in service;

(ii). the employees who retired from service before the specified date;

(iii). to the families of the employees who joined in the service before introduction of the pension scheme but died while in service before the introduction of the Pension Amendment Scheme; and

(iv). to the families of the employees who joined the service before the introduction of the scheme but retired and died before the introduction of the

Pension Amendment Scheme 2019.

17. In addition, the respondents also extended the benefit to those employees who have retired under voluntary retirement service on attaining the age of 55 years and to employees who retired under the Schemes introduced by the respondents titled as SVRP 2003 or SVRS 2004 or Golden Gate Scheme, subject to condition of having minimum qualifying service of 20 years as stipulated in Clause 2.1 of the Pension Amendment Scheme 2019.

18. Thus, the respondents intended to extend the benefit under Amendment Scheme only to the specified category of its employees and ex-employees and their families, whose relationship with the respondent company as a employer- employee seized on account of retirement from service or under the various Schemes introduced by the respondent company in addition to serving employees.

19. Further, the respondents while issuing the Pension Amendment Scheme, 2019 in Clause 12 (iii) had made it clear that all other terms and conditions of the Pension Scheme 1955 would *mutatis mutandis* continue to remain applicable. The effect of the said condition implied that the conditions of the Pension Scheme, 1995 would apply even if the petitioner becomes a

member of the Pension Fund under the Pension Amendment Scheme in which case the petitioner would attract the disqualification provided in Rule 22 of the 1995 Scheme, as the petitioner had exited from the services of the respondent company by submitting a letter resignation dated 10.11.2006, wherein, the petitioner in express terms had stated that he is resigning from the service of the respondents on personal grounds and requested the respondents to accept his 'resignation' and arrange to relieve him at the earliest from the services of the respondent company.

20. As noted herein above, since, the petitioner exited from service of the respondents by submitting resignation and not by way of voluntary retirement or not under any other schemes introduced by the respondents or on attaining the age of superannuation, the petitioner cannot claim his resignation in November, 2005 is to be considered as voluntary retirement. It is for the reason that the petitioner did not fulfil the conditions of Voluntary Retirement Scheme which was in force then i.e. completing the age of 55 years on the date of submission of his resignation so as to be covered by Clause 2.2. of the Pension Amendment Scheme 2019.

21. The Division Bench of this Court in a challenge to order passed in W.P.No.26795 of 2013, vide order dated 11.12.2023 in W.A.No.209 of 2016 and W.P.No.863 and 864 of 2015 preferred by the respondents herein and

appellant therein had held that if the employees on the date of submission of resignation did not complete 55 years of age, they do not qualify for voluntary retirement to treat them as voluntarily retired to enable them for applying under the 1995 scheme.

22. Further, the term "retirement and resignation" connote a different meanings in common parlance, while retirement takes place on attaining the age of superannuation or in the case of voluntary retirement on completion of qualifying service, in so far as, the 'resignation' is concerned, an employee can resign from the service at any point of time bringing about complete cessation of master and servant relationship.

23. The differentiation between the two terms namely 'Retirement' and 'Resignation' has been explained by the Hon'ble Apex Court in the case of ***M.R.Prabhakar and others vs. Canara Bank and others*- (2012) 9 SCC 671**, wherein, the Court had referred to the decision in the case of ***UCO Bank and others Vs. Sanwar Mal*** – **(2004) 4 SCC 412**.

24. Further, the Hon'ble Apex Court in the case of ***Shree Lal Meena*** (*supra*) had held that when expressions like 'resignation', 'dismissal', 'removal' have been used in the Pension Rules, all of them cannot be given same meaning.

25. A similar challenge had fallen for consideration before a Co-ordinate Bench of this Court in the case of ***V.Latha vs. Chief Manager, New India Assurance Company*** in W.P.No.6322 of 2020. This Court, by order dated 10.01.2025 after referring to catena of decisions on the subject including the decision of the Hon'ble Apex Court in the case of Shree Lal Meena (*supra*) and other decisions had rejected the claim and dismissed the writ petition.

26. In the facts of the present case, the petitioner having submitted letter of resignation, cannot now be permitted to contend that the said letter of resignation is to be considered as a letter for voluntary retirement, more particularly, without submitting the application prescribed seeking voluntary retirement fulfilling the requirement of qualifying service or conditions.

27. Though on behalf of the petitioner, it is contended that in a similar Scheme relating to bank employees, the benefit having been extended to resignees also and thus, the respondents are required to extend similar benefit, firstly, it is to be noted that no mandamus can be issued by the Court to frame a policy in a particular manner so as to extend the benefit, as it is for the framer of the Policy to decide who it intends to cover.

28. Secondly, it is a bargain between the employer and employee and extending of benefit by the banks to its Employees in the year 2024 being

pursuant to Bipartite Settlement, entered into between the Bank and its employees, the petitioner cannot call upon this Court to direct the respondents to extend similar concession.

29. Further, the reliance placed by the petitioner on the proceeding by which the benefit was extended to the Bank employees itself shows that but for the Bipartite Settlement arrived in the year 2024, such extension of benefit was not available to the resignees otherwise.

30. In view of the aforesaid discussion, as it is clear that the petitioner having resigned from service by submitting a letter of resignation expressly indicating his intention, the said letter of 'resignation' cannot be construed/considered as an application for voluntary retirement, more particularly, when the petitioner does not fulfil the criteria for applying under the Voluntary Retirement Scheme in vogue at the relevant point of time. Thus, the petitioner not being eligible for considering his application submitted for Voluntary Retirement Scheme, the termination of the relationship between the petitioner and the respondents is to be considered as only by way of 'resignation'. Since, the separation is by way of resignation, the petitioner would not be eligible to become Member of the Pension Scheme, 1995 under the Pension Amendment Scheme 2019 in order to be granted pensionary

benefit.

31. In view of the above, considered from any angle, the challenge by the petitioner(s) to the impugned proceeding is not only misplaced but is devoid of merit. Accordingly, the writ petition(s) fail and are dismissed. No costs.

31-07-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
MSV
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Pre-Delivery Order in
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