



IN THE HIGH COURT OF PUNJAB & HARYANA  
AT CHANDIGARH

223

CWP-27847-2018 (O&M)

Date of decision: 30.07.2025

Capt. Ramesh Kumar Bhardwaj

...Petitioner

VERSUS

Bank of Baroda and another

...Respondents

**CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ**

Present :- Mr. Sunil K. Nehra, Advocate for the petitioner(s).

Mr. B.B. Bagga, Advocate  
for the respondent(s)-(through V.C.)

\*\*\*\*\*

**VINOD S. BHARDWAJ, J. (Oral)**

1. Challenge in the writ petition is to the order dated 28.06.2018, whereby the request made by the petitioner for grant of the benefit of additional notional service under Regulation 26 of the Bank of Baroda (Employees') Pension Regulations, 1995 (hereinafter referred to as "the Regulations of 1995"), has been declined. The petitioner further assails the communication dated 01.10.2018, whereby subsequent request made by the petitioner seeking similar benefit has also been turned down on the ground that employees who have opted for Voluntary Retirement Scheme (hereinafter referred to as **VRS**) are not entitled to the benefits so claimed.

2. Briefly summarised, the facts of the case are that the petitioner was initially commissioned as a Short Service Commissioned Officer in the Indian Army, where he served for a period of 10 years. After his discharge from the Army on 29.04.1979, the petitioner joined the respondent-Bank as



a Personnel Officer and continued to serve until his voluntary retirement on 31.03.2001 as per the VRS floated by the respondent-Bank. However, it is the petitioner's grievance, that the benefit under Regulation 26 of the Bank of Baroda (Employees') Pension Regulations, 1995, which provide for an addition of five years to the qualifying service have been incorrectly calculated and restricted to only four years.

3. In support of his claim, the petitioner has relied upon the decision of the Hon'ble Supreme Court in *V. Vijayan Etc. v. Chairman and Managing Director, Bank of Baroda and Others*, Civil Appeal Nos. 9371-9374 of 2017, wherein it was held that similarly placed employees were entitled to the benefit of full five years of notional service under Regulation 26. Despite the said authoritative pronouncement, the petitioner's representation dated 28.06.2018, seeking correction of the benefit and for grant of full notional service, was rejected by the respondent-Bank. Aggrieved by the said decision and the subsequent communication dated 01.10.2018, the present writ petition has been filed.

4. Learned counsel for the petitioner has strenuously argued that Regulation 26 of the Bank of Baroda (Employees') Pension Regulations, 1995, explicitly provides for an addition of qualifying service under special circumstances, for a period not exceeding five years. It is submitted that such addition is intended solely for computing entitlement to superannuation pension, and not for any other category of pension, as is evident from a conjoint reading of Regulation 26 with Regulation 28 of the said Regulations. Regulation 28, as amended with effect from 01.09.2000,



incorporates a specific proviso to the effect that superannuation pension shall also be granted to an employee who retires prior to attaining the age of superannuation but after having rendered at least 15 years of qualifying service, provided such retirement is in terms of a scheme framed by the Bank with the approval of the Central Government.

5. It is the case of the petitioner that he opted for voluntary retirement under the VRS floated by the Bank, which was duly notified and approved by the competent authority, thereby squarely bringing his case within the purview of the aforesaid proviso to Regulation 28. The petitioner is thus deemed having retired under a scheme framed with Government approval and granted superannuation pension in terms thereof. It necessarily follows that the benefit under Regulation 26 i.e. the addition of five years of notional qualifying service would be equally applicable to him. Counsel thus contends that the petitioner, having satisfied all conditions prescribed under Regulation 26, was legally entitled to the addition of five years for computing qualifying service, and the decision of the respondent-Bank to restrict such benefit to four years is arbitrary, discriminatory, and contrary to the express mandate of the Regulations.

6. It is further argued that in order to claim parity and to ascertain whether similarly situated employees had been granted the benefit under Regulation 26 of the Pension Regulations, the petitioner submitted an application dated 29.06.2018 under the Right to Information Act, 2005 seeking details regarding the grant of notional service benefits to one Mr. Nallamuthu, an employee who had also retired under similar circumstances



and had availed the benefit of the judgment rendered by the Hon'ble Supreme Court in *V. Vijayan* (supra). In response thereto, the Bank categorically informed the petitioner that the aforesaid judgment had been duly implemented and that the admissible benefits, including the benefit of notional service under Regulation 26 of the Regulations of 1995, had indeed been extended to Mr. Nallamuthu. It was further conveyed that arrears consequent upon such revision had also been disbursed. Hence, benefit at par may also be extended to him.

7. *Per contra*, learned counsel appearing for the respondent(s) submits that the claim is misconceived and devoid of merit. It is argued that the petitioner, having voluntarily opted for retirement under the Bank of Baroda Voluntary Retirement Scheme (VRS), is governed by a distinct special category of pension and cannot now seek to invoke the general provisions governing superannuation pension under Regulation 26 of the Bank of Baroda (Employees) Pension Regulations, 1995. The counsel emphasizes that VRS is a self-contained scheme which provides for specific benefits, distinct from those available under the superannuation category of retirement.

8. It is further submitted that the petitioner, at the time of opting for VRS, was aware and had consciously availed the benefits flowing therefrom. Having derived the advantage of such special dispensations, the petitioner cannot now approbate and reprobate by selectively seeking benefits under an entirely different class of pensionary entitlement. The respondents further contend that the petitioner's claim for additional notional



service is clearly an afterthought and is not sustainable in law, more particularly when the benefits due under the VRS have been fully settled and accepted by the petitioner without demur. To substantiate the submission, the respondent(s) place reliance on the specific details of benefits granted to the petitioner under the Bank of Baroda VRS, which are enumerated as under:

***“An employee who has been allowed to retire voluntarily from the bank under BOBEVRS 2001 shall be paid, in addition to terminal dues as mentioned in the scheme an additional benefit in the nature of ex gratia amount specified at (i) or (ii) below:***

***(i) Sixty days of salary for each completed year or service***

***OR***

***(ii) Salary for the number of months for service left.”***

9. Learned counsel for the respondent(s) further contends that Regulation 29 of the Bank of Baroda (Employees) Pension Regulations, 1995 specifically governs the provisions relating to the Voluntary Retirement Scheme (VRS). It is submitted that, in particular, Regulation 29(5) stipulates that the addition of qualifying service under the VRS shall not exceed five years, and, importantly, such addition shall not extend the employee's service beyond the date of his or her superannuation. Thus, the regulation places a clear statutory ceiling on the maximum period of notional service that may be credited under the VRS, ensuring that no employee's total qualifying service surpasses the superannuation age prescribed by the



Bank's pension regulations

10. Learned counsel further submits that, if the petitioner were to be granted the benefit of five years of additional service as claimed, it would result in deeming his length of service to extend up to the age of 61 years, which is beyond the prescribed age of superannuation under the applicable service rules. Consequently, such a grant would be impermissible as it contravenes the statutory limits established for superannuation.

11. Additionally, it is also contended that the instant writ petition has been filed after an inordinate delay of more than seventeen years since retirement. This inordinate delay and laches on the part of the petitioner disentitles him from seeking the relief claimed, and therefore, the petition is liable to be dismissed on this grounds alone.

12. No other argument has been raised by the parties.

13. I have heard the learned counsel appearing on behalf of the respective parties and have gone through the documents appended with the instant petition, with their able assistance.

14. For better appreciation of the case, it would be necessary to refer to the Regulations relied upon by the counsel for the parties in support of their claims. The same are extracted as under:-

***“26. Addition to qualifying service in special circumstances.***

*An employee shall be eligible to add to his service qualifying for superannuation pension (but not for any other class of pension) the actual period not exceeding one fourth of the length of his service or the actual period by which his age at*



*the time of recruitment exceeded the upper age limit specified by the Bank for direct recruitment or a period of five years, whichever is less, if the service or post to which the employee is appointed is one –*

*(a) for which post-graduate research, or specialist qualification or experience in scientific, technological, or professional fields, is essential; and*

*(b) to which candidates of age exceeding the upper age limit specified for direct recruitment are normally recruited.*

*(c) for which the candidate was given age relaxation over and above the maximum age limit fixed by the Bank on account of his possessing higher qualifications or experience:*

*Provided that this concession shall not be admissible to an employee unless his actual qualifying service at the time he quits the service in the Bank is not less than ten years;*

*Provided further that this concession shall be admissible if the recruitment rules in respect of the said service or post contain specific provision that the service or post is one, which carries benefit of this regulation;*

*Provided also that the recruitment rules in respect of any service or post, which carries the benefit of this regulation, shall be made with the approval of the Central Government.*

xxxxxx

**28. Superannuation Pension.**



*Superannuation pension shall be granted to an employee who has retired on his attaining the age of Superannuation specified in the Service Regulations or Settlements.*

***Provided that, with effect from 1st day of September, 2000 pension shall also be granted to an employee who opts to retire before attaining the age of Superannuation, but after rendering service for a minimum period of 15 years in terms of any Scheme that may be framed for such purpose by the Board with the approval of the Government.***

***29. Pension on Voluntary Retirement.***

(1) xxxxxxxx

(5) *The qualifying service of an employee retiring voluntarily under this regulation shall be increased by a period not exceeding five years, subject to the condition that the total qualifying service rendered by such employee shall not in any case exceed thirty-three years and it does not take him beyond the date of superannuation.”*

15. The parties are not in dispute that the petitioner has obtained retirement under the Voluntary Retirement Scheme issued by the Bank of Baroda.

16. Addressing the preliminary objection that the writ petition is barred by delay and laches, well settled position in law is that pension constitutes a recurring cause of action. Consequently, an aggrieved person is entitled to approach the Court for relief at any time. However, it is equally



established that the Court may, in appropriate cases, restrict or deny relief for the period for which delay is attributable to the litigant. Since this settled legal position has not been disputed by the parties, the objection regarding maintainability on the ground of delay and laches is accordingly rejected.

17. Turning next to the substantive issue i.e. whether the petitioner is entitled to the benefit under Regulation 28 read with Regulation 26 of the Bank of Baroda (Employees) Pension Regulations, 1995, or whether the respondents are justified in denying the benefit of the fifth year of service by invoking Regulation 29(5) of the said Regulations.

18. Undisputedly, Regulation 26 of the Bank of Baroda (Employees) Pension Regulations, 1995, provides that an employee is entitled to add to his qualifying service for superannuation pension, an actual period not exceeding one-fourth of the length of his service, or the actual period by which his age at the time of recruitment exceeded the upper age limit prescribed by the Bank for direct recruitment, or a period of five years, whichever is less.

19. Counsel for the parties have not raised any dispute or objection regarding the claim of the petitioner for seeking the benefit of a period of five years as the minimum period of notional addition to qualifying service, in the event the petitioner succeeds in his claim for grant of such benefit under the special circumstances referred to. It is further undisputed that the petitioner is eligible to claim the said benefit by virtue of having a professional background or field, which falls within the ambit of special circumstances prescribed under Regulation 26 of the Regulations of 1995.



223

*CWP-27847-2018 (O&M)*

Since there is no controversy raised by either party with respect to the petitioner's eligibility to avail the benefit of the special circumstance and the advantage of notional addition to his qualifying service, I do not find it necessary to delve any further into or examine this issue at the present stage of adjudication.

20. Hence, the petitioner would become eligible to claim addition to his qualifying service for superannuation pension if the case succeeds.

21. As per the definition, "superannuation pension" is payable to an employee who retires on attaining the age of superannuation as prescribed under the service Regulations. The proviso to Regulation 28, however, expands the ambit of superannuation pension to include the employees who sought voluntary retirement before attaining the age of superannuation, provided they have rendered a minimum period of fifteen years of service. The petitioner claims entitlement to the benefit under this proviso.

21. While the respondents contend that the petitioner's case must be adjudicated strictly in accordance with the provisions relating to pension on voluntary retirement under Regulation 29 of the Regulations of 1995, it is imperative to note that Regulation 29 is a general provision applicable uniformly under the Pension Regulations notified by the Bank. It does not specifically cater to persons opting for retirement under any special or specific schemes notified by the respondent-Bank.

22. The eligibility criteria prescribed under Regulation 29 are generic and perennial in nature, linked intrinsically to the Regulations themselves. Under Regulation 29, any person who has completed twenty



years of qualifying service becomes entitled to claim pension by way of voluntary retirement. However, where the claim arises under a specific retirement scheme, and not under the general provisions of Regulation 29, the pensionary benefits applicable under such scheme would in my opinion, fall within the scope of the proviso to Regulation 28.

23. It is a well settled rule governing statutory interpretation that Courts must make an endeavour to give effect to every provision under the statute. An interpretation which is likely to render any other provision otiose or nugatory has to be avoided. The argument, as suggested by the respondent, if accepted, would render the proviso to Regulation 28 prescribing for a VRS scheme meaningless. Even otherwise, there is a fine but real distinction in the case of expressions in Regulation 28 and Regulation 29(5). While proviso to Regulation 28 refers to superannuation under a Scheme, Regulation 29(5) only talks of 'voluntary retirement' and not a 'voluntary retirement scheme'. The subtle change of expression is the essential mark of distinction and differentiation between different situations contemplated by the legislation and it is not just an interchangeable synonymous expression. In such circumstances, the respondents would thus be obliged to compute the admissible benefits by a harmonious and purposive construction of proviso to Regulation 28 to be read conjointly with Regulation 26 of the Regulations of 1995. To deny the petitioner's claim by invoking Regulation 29(5), without regard to the special scheme and the proviso under Regulation 28, would amount to a misinterpretation and misapplication of the Regulations, that are not applicable to the facts of



the present case. Such an approach would disregard the specific statutory framework governing the petitioner's claim and thus cannot be sustained.

24. Adverting to the next objection raised by the respondents' counsel that the grant of the benefit of notional service would result in the petitioner's qualifying service exceeding the age of superannuation, I am of the considered view that such an objection is hyper-technical and unsustainable in law. Regulation 28 of the Regulations of 1995 does not impose any upper age limit restriction or condition linked to the age of superannuation for extending the benefit of notional service. Similarly, Regulation 26, which sets forth the parameters and restrictions regarding the maximum length of qualifying service or the extent of benefit a person may claim, also does not provide that the benefit must be curtailed by the difference between the claimed period and the normal age of superannuation as a pre-condition.

25. Acceptance of the respondents' argument would effectively amount to judicially inserting an additional clause into Regulation 26 to the effect that the addition to qualifying service cannot exceed the remaining period until the normal age of superannuation by interpretation even though no such qualification is expressed in Regulation 26. The conditions prescribed in Regulation 29(5) thus cannot be supplanted or read into Regulation 28 and Regulation 26.

26. By not conditioning the grant of notional service under Regulation 26 upon the age criteria articulated in Regulation 29(5), the respondents seek to graft onto the statutory framework a limitation that is



absent from the express terms of the Regulations. Such judicial supplementation of the statute is impermissible. The omission or non-prescription of such a condition in the Regulations cannot be construed as an error or inadvertence on the part of the legislature or the Bank authorities. This Court, in exercise of its powers under Article 226 of the Constitution of India, is bound by the principle that it cannot read into the statute any provision which the statute itself does not contain. Any such reading would amount to judicial legislation, which is beyond the scope of judicial review. The statutory text, as it stands, must be applied as enacted, without addition or subtraction by the Court.

27. Further, this Court also takes note that in circumstances analogous to the present case, the benefit under Regulation 26 of the Regulations of 1995 has already been extended to similarly situated individuals, notably to Mr. Nallamuthu. This extension was made in compliance with the judgment dated 20.07.2017 passed by the Hon'ble Supreme Court in *V. Vijayan Etc.* (supra), wherein the Supreme Court upheld the judgment of the Single Bench of the Madras High Court. This precedent reinforces the entitlement of the petitioner to the benefit claimed under Regulation 26, thereby lending further weight to the petitioner's plea for relief.

28. Consequently, the impugned order dated 28.06.2018 as well as communication dated 01.10.2018 is set aside. The petitioner is held entitled to the benefit of addition of notional benefit of qualifying service of 5 years instead of 4 years as extended by the respondents-Bank. The respondents are



223

*CWP-27847-2018 (O&M)*

directed re-ascertain the admissible benefits to the petitioner in terms thereof. The actual benefits shall however be extendable to the petitioner for a period of 38 months prior to the institution of the present writ petition.

29. Let the aforesaid benefits be calculated in favour of the petitioner within a period of 3 months of receipt of a certified copy of this order, failing which, the petitioner shall also be entitled to interest @6% per annum from the date of passing of the present order.

30. Allowed in above terms.

31. All pending civil misc. application(s), if any, stand disposed of.

**(VINOD S. BHARDWAJ)**  
**JUDGE**

**30.07.2025**

*Mangal Singh*

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