

IN THE HIGH COURT OF KARNATAKA AT BANGALORE

DATED THIS THE 30TH DAY OF AUGUST 2012

BEFORE

THE HON'BLE MR. JUSTICE SUBHASH B ADI

WRIT PETITION NO.7245/2011

C/W

(R)

WRIT PETITION NOS.122-135/2011, 7718-7746/2011, 8103-8109/2011, 13558-13559/2011, 39683/2010, 40431-40461/2010, 40850-40917/2010, 23522-23553/2011, 24739/2011, 36917-36920/2011, 1154/2012, 32048-32051/2011, 13322/2011, 25641-42/2011 & 32475-32602/2010

IN WP NO.7245/2011

BETWEEN :

N SURESH PRABHU,
AGED 57 YEARS, S/O LATE N.R. PRABHU,
R/AT RAVALAPPA NIVAS, OPP:KABETTU
PRIMARY SCHOOL, SALMARA, KARKALA.
UDUPI DISTRICT.

...PETITIONER

(BY SRI. M N PRASANNA ALONG WITH SRI. P.S.RAJAGOPAL, SR.COUNSEL
FOR P.S.RAJAGOPAL ASSTS., ADVS.)

AND :

1 CORPORATION BANK
A BODY CONSTITUTED UNDER THE BANKING
COMPANIES(ACQUISITION AND TRANSFER OF
UNDERTAKINGS) ACT, 1980.
REP. BY ITS GENERAL MANAGER,
PERSONNEL ADMINISTRATION DIVISION,
HEAD OFFICE, MANGALADEVI TEMPLE ROAD,
PANDESHWAR, MANGALORE.

2 INDIAN BANKS ASSOCIATION,
WORLD TRADE CENTRE COMPLEX,
CENTRE-I, 6TH FLOOR, CAFFE PARADE,
MUMBAI, BY ITS CHAIRMAN.

...RESPONDENTS

(BY SRI ABHILASH RAJU FOR SRI. RAMDAS, SR.COUNSEL FOR
M/S SUNDARASWAMY & RAMDAS, ADVS.,)

IN WP Nos.122-135/2011

BETWEEN :

- 1 H L BHASKARA
S/O H N LAXMINARAYANA RAO
AGED ABOUT 52 YEARS,
R/A NO.218/8, C CROSS,
PIPELINE ROAD, BAHUBALINAGAR,
JALAHALLI, BANGALORE-560013
- 2 S KRISHNA SWAMY
S/O SINNANNA KANGEYA GOUNDAR
AGED ABOUT 53 YEARS
R/A G-4, NATARAJ APARTMENTS,
147, ARUL NAGAR, THINDAL,
ERODE-638 012, TAMIL NADU
- 3 SHRIDHAR SHARMA, S/O LATE RAM SINGHASAN
SHARMA, AGED ABOUT 54 YEARS,
R/A NO.C-1, 2ND FLOOR,
GEETANJALI PARK,
ARIADHA, KOLKATA-700057
- 4 V SESHAPANI S/O V RAMA RAO
AGED ABOUT 49 YEARS,
R/A NO.C-4, 4TH FLOOR,
MALANAD MANSION,
KAGGADASAPURA MAIN ROAD,
OPP. S.C.T INSTITUTE OF TECHNOLOGY
BANGALORE-560075
- 5 ACHYUTUNI SRINIVASA MURTHY
S/O SUBRAHMANYAM
AGED ABOUT 54 YEARS,
R/A NO.402, RAAVI RESIDENCY,

4TH LINE, A.T.AGRAHARAM, GUNTUR-522004

- 6 SAMPATH SARATHY
S/O R PARTHASARATHY
AGED ABOUT 49 YEARS,
R/A A-802, RENAISSANCE PARK III
IST MAIN ROAD, SUBRAMANYA NAGAR,
WEST MALLESHWARAM, BANGALORE-560055
- 7 SHRIKANT KAMAT S/O PEERAJI KAMAT
AGED ABOUT 57 YEARS,
R/A AMTI S KAMAT
FLAT NO.204, APURVA APARTMENTS,
SECTOR 20, B.BIROLI,
NEW MUMBAI-400708
- 8 B S RATHNAKUMAR SHANBHAG
S/O LATE B SANJEEV SHANBHAG
AGED ABOUT 57 YEARS,
R/A NO.1573, SRI MAHALAKSHMI
6TH MAIN, 8TH CROSS, BEHIND
CANARA BANK, VIJAYANAGAR II STAGE,
MYSORE-570 017
- 9 P RAJENDRAN S/O P PERUMAL
AGED ABOUT 56 YEARS,
R/A NO.2/272, BHARATHITHASAN STREET,
5TH CROSS, SAKTHINAGAR,
IYER BUNGALOW, MADURAI-625 014
- 10 SURYA NARAYAN MOHAPATRA
S/O BIJAYARAM MOHAPATRA
AGED ABOUT 53 YEARS,
R/A PLOT NO.68, VIDHANI MOUNT VIEW,
A-21, SECTOR-17, VASHI, NAVI MUMAI
MAHARASTRA-400 703
- 11 G RAJAMONEY JEYAKUMAR
S/O GNANIAH,AGED ABOUT 55 YEARS,

R/A NO.11, IST STREET,
TOOVEYPURAM, TUTICORIN-628 003
TAMIL NADU

- 12 K S DEVARAJA S/O K N SHAMANNA
AGED ABOUT 54 YEARS,
R/A NO.26/3, 2ND CROSS,
ESHWARA NAGARA,
BANASHANKARI II STAGE,
BANGALORE-560070
- 13 SATISH CHANDER CHOPRA
S/O H E M CHANDER CHOPRA
AGED ABOUT 57 YEARS,
R/A HOUSE NO.2130, POCKET-B-2,
VASANT KUNJ, NEW DELHI-110 070
- 14 B RAMESH KAMATH
S/O LATE B GOPALAKRISHNA KAMATH
AGED ABOUT 58 YEARS,
R/A FLAT NO.20, BUILDING NO.61,
SHRI BHUVANENDRA CHS LIMITED,
SUDHINDRA NAGAR, DAHISAR EAST,
MUMBAI-400068 ...PETITIONERS

(BY SRI. M N PRASANNA FOR P.S.RAJAGOPAL ASSTS., ADVS.,)

AND :

- 1 SYNDICATE BANK
A BODY CONSTITUTED UNDER THE BANKING
COMPANIES (ACQUISITION & TRANSFER OF
UNDERTAKINGS)ACT, 1970
R/BY ITS GENERAL MANAGER PERSONNEL
DEPARTMENT, STAFF WELFARE DIVISION
HEAD OFFICE, MANIPAL-576 119, UDUPI DIST
- 2 INDIAN BANKS ASSOCIATION
WORLD TRADE CENTRE COMPLEX,

CENTRE-1, 6TH FLOOR, CUFFE PARADE,
MUMBAI-400005
R/BY ITS CHAIRMAN

3. UNION OF INDIA
BY ITS SECRETARY TO GOVERNMENT
MINISTRY OF FINANCE
DEPARTMENT OF FINANCIAL SERVICES
BANKING DIVISION, JEEVAN DEEP BUILDING
PARLIAMENT STREET,
NEW DELHI-110 001 ...RESPONDENTS

(BY S R.I.K.RADHESH PRABHU FOR M/S PRABHU & DAVE, ADVS.,
FOR R1; SRI.RAMDAS, SR.COUNSEL FOR M/S SUNDARASWAMY &
RAMDAS, ADVS., FOR R2; SRI. A HANUMANTHAPPA, CGC FOR R3)

IN WP Nos.7718-7746/2011

BETWEEN :

- 1 M BHASKAR BHAT S/O M SRINIVAS BHAT
AGED ABOUT 50 YEARS
R/AT MOGERI, POST KERGAL
576 201 KUNDAPURA TALUK
UDUPI DISTRICT
- 2 S KUMAR S/O S SRINIVASAN
AGED ABOUT 60 YEARS
R/AT FLAT G 5, DAFFODIL BLOCK
VANDALUR PARK APARTMENTS,
S.G.S.S.T ROAD, URAPAKKAM RANCHEEPURAM
DISTRICT, TAMIL NADU- 603 201
- 3 G CHANDRAKANTHAN S/O LATE V GOVINDA PAI
AGED ABOUT 62 YEARS
R/AT PRASANTHI H.NO. 31/1013,
CHANDANAKAVU A N PURA
ALAPPUZHA- 688 011

- 4 CHAKOR RAJAN VASUDEO S/O RAJAN G VASUDEO
AGED ABOUT 50 YEARS, R/AT A 1, FLAT NO 3, PRAMILA
NAGAR, CO-OPERATIVE HOUSING SOCIETY
LIMITED, BAPU BAGWE ROAD, KANDHARPADA
DAHISAR (WST), MUMVAI- 400 068
- 5 SMT G GEETHA W/O C GURUVAIAH
AGED ABOUT 56 YEARS
R/AT NO 130, I D CROSS SATHYANARAYANA
LAYOUT, BASAVESHWARANAGAR,
BANGALORE 560079
- 6 Y C KRISHNAMOORTHY S/O LATE CHIKKUSA
NAIKAR
AGED ABOUT 61 YEARS
R/AT NO 7/113 VARADARAO STREET,
YELANDUR 51 441,
CHICKMAGALUR DISTRICT
- 7 MS ANURADHA S KENKRE D/O SRI SHAM VASANTH
KENKRE, AGED ABOUT 60 YEARS
R/AT NO B 31, SHRI GAJANAN CO-OPERATIVE
HOUSING SOCIETY, LT DILIP GUPTA MARG,
MAHIM (WEST) MUMBAI- 400 016
- 8 TADALA SATYANARAYANA MURTHY S/O LATE
SURYANARAYANA
MURTHY AGED ABOUT 53 YEARS
R/AT FLAT NO 203 II BLOCK
ETERNAL SAI AMRUTHA RESIDENCY
2-2-1075/13/A BAGH AMBERPET,
HYDERABAD - 500 013
- 9 B POOJARY S/O BALA POOJARY
AGED ABOUT 58 YEARS
R/AT NO D/615, RAJSATYAM, ASHOKVAN
DAHISAR (EAST)
MUMBAI - 400 068
- 10 PADMA KRISHNASWAMY W/O BS VENKOBA RAO

AGED ABOUT 56 YEARS
R/AT NO B 9, SREE BADARI NIVAS,
ESHWAR LAYOUT J P NAGAR 7 PHASE,
BVANGALORE- 560 062

- 11 P S N MURTHY S/O VENKANNA
AGED ABOUT 57 YEARS
R/AT NO 70-15-33/1,
SURESH NAGAR, J N T U POST,
KAKINADA, EAST GODAVARI DISTRICT,
A.PO
- 12 DILIP SRIDHAR SAWANT S/O SHRIDHAR N SAWANT
AGED ABOUT 60 YEARS
R/AT NO 2/402, YASHODHAN APARTMENT,
FOUR BUNGALOW J P ROAD, ANDHERI (WEST)
MUMBAI - 400 053
- 13 B V SREENATH S/O B VENKATESHAIAH
AGED ABOUT 52 YEARS
R/AT NO 436-D, II CROSS IDEAL GHOMES TOW
RAJARAJESHWARI NAGAR,
BANGALORE - 560098
- 14 VAIDYA AJAYKUMAR VISHWANATH
S/O VISHWANATH DATTATREYA VAIDYA
AGED ABOUT 55 YEARS
R/AT SMRUTI B 108,
INDIRANAGAR, BIJAPUR ROAD,
SHOLAPUR - 413 004
- 15 SHASHIKANT VISHNU BHATT S/O VISHNU NARASIMHA
BHATT, AGED ABOUT 58 YEARS
R/AT NO 20, BAGESHRI C.H.S.
KHOT WADI SANTACRUZ (WEST)
MUMBAI - 400 054
- 16 S C POONIAN S/O HARNAM POONIAN

AGED ABOUT 57 YEARS
R/AT VILLAGE DHANIRWAD (P.O)
SALHASWAD DISTRICT, JHAJJAR
HARYANA

- 17 G R GURUPRASAD S/O G RAGHAVENDRA RAO
AGED ABOUT 54 YEARS
R/AT NO 319-C, 9TH MAIN ROAD 9TH CROSS,
NTI LAYOUT VIDYARANAPURA
BANGALORE - 560 097
- 18 RAVINDER KUMAR RAINA
S/O LATE PROF. NILA KANTH RAI,
AGED ABOUT 52 YEARS
R/AT HOUSE NO D 42, SECTOR DELTA I
GREATER NOIDA - 201 306, U.P
- 19 MS. VIJAYA G RAO S/O M S NEMIRAJ
AGED ABOUT 52 YEARS
R/AT PHANI L.B.S. ROAD,
VIDYANAGAR, TUMKUR- 572 103
- 20 J VENKATARAMAN S/O LATE S JANAKIRAMAN
AGED ABOUT 59 YEARS
R/AT FLAT B 28, RAGAMALIKA
APARTMENTS, PH 3, MEDAVAKKAM KOOT ROAD
JUNCTION, CHENNAI- 600 100
- 21 G LOGANATHAN S/O L GOPALAKRISHNAN
AGED ABOUT 50 EYARS
R/AT NO 77 I FLOOR 4TH MAIN
GOKULAM 3RD STAGE,
MYSORE 570 002
- 22 KARKADA ANANTHAYA SHANBHOGUE,
S/O LATE SRINIVAS S H
AGED ABOUT 60 YEARS
R/AT"PADMAVATHI H.NO 3-39(B),
CHEMPI POST YEDABETTA, VIA SASTHAN 576 2

UDUPI TALUK AND DISTRICT

- 23 N RAJAGOPAL S/O S NEELAKANTAN
AGED ABOUT 60 YEARS
R/AT 1833/E2, GNANANADAR ILLAM
KUBERA NAGAR, I STREET (EXTESION)
VENGIKKAL, THIRUVANNAMALAI – 606 604
- 24 MENINO FRANCIS DIAS S/O FRANCIS DIAS
AGED ABOUT 46 YEARS
R./AT SHRI SWAMI SAMARTH DARSHAN
CO-OPERATIVE HOUSING SOCIETY LIMITED,
402, PAKKADI KHAREGAON KALWA,
DISTRICT THANE, MAHARASHTRA- 400 605
- 25 MRS. ARCHANA U KUDTARKAR D/O MANGESH M
SAVARDEKAR
AGED ABOUT 50 YEARS
R/AT NO 801, YOGESH TOWER,
R M BHATTAD MARG, BORIWILI (WEST)
MUMBAI - 400 092
- 26 RAJASHRI BALRAM SAVANT
S/O DR BALRAM KRISHNA SAVANT
AGED ABOUT 47 YEARS
R/AT NO 5/C 302,
MERIDIEN, PATILIPUTRA NAGAR MHADA OSHIWARA
LINK ROAD JOGESHWARI (WEST)
MUMBAI - 400 102
- 27 H KRISHNAPRASAD S/O I K HUCHU RAO
AGED ABOUT 51 YEARS
R/AT NO 131, 3RD CROSS,
VITHALNAGAR HBCS, NEAR BESCOM
OFFICE, ISRO LAYOUT,
BANGALORE- 560 078
- 28 S SURESHKUMAR S/O SUBRAMANIAN K
AGED ABOUT 57 YEARS

R/AT NO 102/41, 15TH CROSS,
16TH MAIN, PADMANABHANAGAR,
BANGALORE - 560070

- 29 K SARVOTHAMA KAMATH S/O KG KAMATH
AGED ABOUT 68 YEARS
R/AT NO 82, SANGAMA TMS LAYOUT,
33 A MAIN 5TH CROSS I PHASE
J P NAGAR, BANGALORE - 560 078 ...PETITIONERS

(BY SRI. M N PRASANNA FOR P.S.RAJAGOPAL ASSTS., ADVS.,)

AND :

- 1 CANARA BANK
A BODY CONSTITUTED UNDER THE
BANKING COMPANIES' (ACQUISITION
& TRANSFER OF UNDERTAKINGS) ACT
1970, HEAD OFFICE
112, J.C.ROAD,
BANGALORE – 560 002,
REPRESENTED BY ITS GENERAL MANAGER (PERSONNEL)
- 2 INDIAN BANKS ASSOCIATION,
WORLD TRADE CENTRE COMPLEX,
CENTRE I, 6TH FLOOR CUFFE PARADE,
MUMBAI - 400 055
REP BY ITS CHAIRMAN
- 3 UNION OF INDIA,
BY ITS SECRETARY TO GOVERNMENT
MINISTRY OF FINANCE,
DEPARTMENT OF FINANCIAL SERVICES,
BANKING DIVISION JEEVAN DEEP
SERVICES, BANKIND DIVISION, JEEVAN DEEP
BUILDING, PARLIAMENT STREET,
NEW DELHI- 110 001 ...RESPONDENTS

(BY K.SUBHA ANANTHI FOR M/S KASTURI ASSTS., ADV. FOR R-1;
SRI.RAMDAS, SR.COUNSEL FOR M/S SUNDARASWAMY AND
RAMDAS, ADV. FOR R2; SRI. C.S.GIRISH KUMAR, CGC FOR R3)

IN WP Nos.8103- 8109/2011

BETWEEN :

- 1 CAPT. ALLEN CLARKE
 S/O LATE FRANCIS CLARKE
 AGED ABOUT 52 YEARS
 R/A NO. 108, ST. MARY" ROAD
 BISHOP DAVID NAGAR
 VELLORE-632 001 T.N.

- 2 MS. VARSHA SHENOY
 D/O PANDURANG SHENOY
 AGED ABOUT 52 YEARS
 R/A B3(1&2) SAUDAMINI CHS
 BHUSARI COLONY PAUD ROAD
 PUNE-411 038

- 3 M S MANI
 S/O M S SETHURAM
 AGED ABOUT 58 YEARS
 R/AT NO. B-105, NIRMAN GALAXY
 VIKAS NAGAR, PUMP HOUSE
 ANDHERI EAST
 MUMBAI-400 093

- 4 M J SUBRAMANYAM
 S/O M V JAMBUNATHAN
 AGED ABOUT 56 YEARS
 R/A NO.3 (OLD NO.12)
 KAMAKSHIPOURAM 2ND STREET
 WEST MAMBALAM
 CHENNAI-600033

- 5 SANKARA NARAYANA SHENOY
S/O LATE PADMANABHA SHENOY
AGED ABOUT 63 YEARS
R/A "KRISHNA", KOLKARE
KOTESHWAR-576 222
KUNDAPUR TALUK
UDUPI DISTRICT
- 6 VARADARAJ AYYANGAR A V S
S/O RANGACHARYA
AGED ABOUT 49 YEARS
R/A NO. B-902, VICEROY PARK
PLOT NO.3, PALMBEACH ROAD
SECTOR-18, SANPADA
NAVI MUMBAI-400 705
- 7 P G SUSHAMA
W/O P K GOPALAN
AGED ABOUT 58 YEARS
R/A "GITA GARDENS", CHUNDA KOLLY
PAMBRA P.O, SULTAN BATHERY
WAYANAD, KERALAM-673 592 ...PETITIONERS

(BY SRI. M N PRASANNA FOR P.S.RAJAGOPAL ASSTS., ADVS.,)

AND :

- 1 SYNDICATE BANK
A BODY CONSTITUTED UNDER THE BANKING
COMPANIES (ACQUISITION & TRANSFER OF
UNDERTAKINGS) ACT, 1970
R/BY ITS GENERAL MANAGER
PERSONNEL DEPARTMENT, STAFF WELFARE
DIVISION, HEAD OFFICE, MANIPAL-576 119,
UDUPI DISTRICT
- 2 INDIAN BANKS' ASSOCIATION
WORLD TRADE CENTRE COMPLEX
CENTRE-D1, 6TH FLOOR, CUFFE PARADE

MUMBAI-400 005
R/BY ITS CHAIRMAN

- 3 UNION OF INDIA
BY ITS SECRETARY TO GOVERNMENT
MINISTRY OF FINANCE
DEPARTMENT OF FINANCIAL SERVICES
BANKING DIVISION, JEEVAN DEEP BUILDING
PARLIAMENT STREET
NEW DELHI-110 001 ...RESPONDENTS

(BY SRI. K RADHESH PRABHU FOR M/S PRABHU & DAVE FOR R1;
SRI. RAMDAS, SR.COUNSEL FOR M/S SUNDARASWAMY &
RAMDAS FOR R2; SRI. A.HANUMANTHAPLPA, CGC FOR R3)

IN WP Nos.13558- 13559/2011

BETWEEN :

- 1 MADHUKAR HEROORKAR
AGED ABOUT 59 YEARS,
S/O LATE HANUMANTHARAO HEROORKAR, R/AT
BHAGYALAKSHMI NIVAS, 6TH MAIN,10TH
CROSS, PADMANABHANAGAR,
BANGALORE
- 2 ARUN G. NAIK
AGED ABOUT 62 YEARS,
S/O LATE GANAPATI C. NAIK,
RESIDING AT NO. 1059, 1ST FLOOR,
16TH CROSS, CHANDALAYOUT I STAGE,
NEAR SIDDAGANGA PUBLIC SCHOOL
BANGALORE. ...PETITIONERS

(BY SRI. M N PRASANNA FOR M/S P.S.RAJAGOPAL ASSOCIATES,
ADVS.,)

AND :

- 1 STATE BANK OF HYDERABAD
A BODY CONSTITUTED UNDER THE STATE BANK
OF INDIA AND SUBSIDIARIES ACT, 1955
HAVING ITS HEAD OFFICE AT GUN FOUNDRY
HYDERABAD REP BY ITS GENERAL
MANAGER (PERSONNEL)
- 2 INDIAN BANKS" ASSOCIATION WORLD
TRADE CENTRE COMPLEX, CENTRE-I,
6TH FLOOR, CUFFE PARADE, MUMBAI
REPRESENTED BY ITS CHAIRMAN
- 3 UNION OF INDIA
BY ITS SECRETARY TO GOVERNMENT,
MINISTRY OF FINANCE, DEPARTMENT
OF FINANCIAL SERVICES, BANKING
DIVISION, JEEVAN DEEP BUILDING,
PARLIAMENT STREET,
NEW DELHI ...RESPONDENTS

(BY SRI. S K M SHETTY, ADV., FOR R1;
SRI. RAMDAS, SR.COUNSEL FOR M/S SUNDARASWAMY &
RAMDAS, ADVS., FOR R2; SRI.HANUMANTAPPA, CGS FOR R3)

IN WP No.39683/2010

BETWEEN :

M. BHAGWANDAS S/O LATE NARAYANA P KARKERA
AGED ABOUT 61 YEARS, EARLIER WORKING AS
CLERK, SYNDICATE BANK, KUNJIBETTU BRANCH
UDUPI AND PRESENTLY R/A DAS MANDIR,
MALPE-576 118,
UDUPI TALUK AND DISTRICT ...PETITIONER

(BY SRI. M N PRASANNA FOR
M/S P.S.RAJAGOPAL & ASSTS., ADVS.,)

AND :

SYNDICATE BANK

A BODY CONSTITUTED UNDER THE BANKING COMPANIES (ACQUISITION & TRANSFER OF UNDERTAKINGS) ACT, 1970 R/BY ITS GENERAL MANAGER (P), ORGANISATION AND METHODS DIVISION, HEAD OFFICE, MANIPAL-576 104
UDUPI DISTRICT

...RESPONDENT

(BY SRI. K RADHESH PRABHU FOR M/S PRABHU & DAVE, ADVS.,)

IN WP Nos.40431-40461/2010

BETWEEN :

- 1 SYNDICATE BANK OFFICERS ASSOCIATION(REGD.)
(A TRADE UNION REGISTERED UNDER THE TRADE UNIONS ACT, 1926), 4TH FLOOR,
LAWRECNE & MAYO HOUSE, 276, D.N. ROAD,
FORT,MUMBAI-01, REP BY ITS
GENERAL SECRETARY
- 2 A MANOHAR KAMATH
AGED ABOUT 59 YEARS
S/O SRINIVASA KAMATH.A
R/AT LAXMI DOOMAPPA APARTMENT,
II FLOOR, OLD KENT ROAD, PANDESHWAR,
MANGALORE- 575 001
- 3 S RAJAGOPALA
AGED ABOUT 52 YEARS
S/O S K SRINIVASAMURTHY,
R/AT NO. 992, 23RD MAIN, 4TH "T" BLOCK,
JAYANAGAR, BANGALORE- 560 041
- 4 SMT A SHYAMALA
AGED ABOUT 56 YEARS
D/O G ANANTHAPADMANABHAN,

R/AT NO. 169/1, MARUTHI STREET,
I CROSS, SUBBAIYANAPALYA,
BANASAWADI ROAD,
BANGALORE-560 033

- 5 K R NATARAJAN
AGED ABOUT 56 YEARS
S/O E RAMASASTRY
R/AT NO. 177, 2 "G" MAIN ROAD,
II BLOCK, NAGARABHAVI, II STAGE,
BANGALORE-560 072
- 6 S N SRIPRAKASH
AGED ABOUT 53 YEARS
S/O S K NARAYANAN
R/AT NO. 750, SECTOR-28,
NOIDA- 201 301
- 7 DR SMITA SUDHIR DATYE
AGED ABOUT 58 YEARS
D/O DINKAR Y MANOHAR
R/AT SURVEY NO 17/1, PLOT NO.7
VIDNYAN NAGAR CO-OPERATIVE HOUSING
SOCIETY, OFF: NDA ROAD, BAWDHAN KHURD,
PUNE- 411 021
- 8 DESHPANDE PRAKASH KRISHNAJI
AGED ABOUT 61 YEARS
S/O LATE KRISHNAJI A DESHPANDE
R/AT GERHERA BUILDING, FLAT- G- 502
SAUDAGAR, PUNE- 411 027
- 9 H SURESH PRABHU
AGED ABOUT 60 YEARS
S/O H SUBBA RAO,
R/AT DOOR NO. 4-5-34A,
OPP. GAYATHRI DIGITAL PALACE,
MAIN ROAD, KINNIMULKYU,
UDUPI- 576 101

- 10 PADMANABHA BHANDRY
AGED ABOUT 56 YEARS
S/O NAGESH BHANDARY
R/AT NO. 3-3-92, K1, "SHRADDHA"
AMBALPADY,
UDUPI- 576 103
- 11 YADAV SURESHKUMAR SAHEBRAO
AGED ABOUT 55 YEARS
S/O YADAV SAHEBRAO NANASAHEB,
R/AT "JANJIRA" MOTIBAG,
KEDGAON,
AHMEDNAGAR- 414 005
- 12 YASHWANT PAWAR
AGED ABOUT 56 YEARS
S/O ANANTRAO PAWAR,
R/AT NO. 852 "B" ,
"AWANTIKA" APARTMENT,
NEAR TELEGRAM OFFICE, SUBASH ROAD,
KOLHAPUR- 416 012
- 13 MADHUSUDAN TANDON
AGED ABOUT 58 YEARS
S/O HARISHANKAR TANDON
R/AT NO. 538A/ 205,
TRIVENINAGAR, SITAPUR ROAD,
LUCKNOW- 226 020
- 14 OMPRAKASH BIAL
AGED ABOUT 61 YEARS
S/O LATE SHANKAR DASS,
R/AT GALI NO.2, SAHEBJADA
AJITSINGHNAGAR, BEHIND JAI KISAN
COLD STORE, HOSHIARPUR- 146 001
- 15 K N N KAMATH
AGED ABOUT 61 YEARS

- S/O LATE K NARASIMHA KAMATH
R/AT "PANCHAJANYA"
DOOR NO. 4-250, LAXMINDRA NAGAR,
I CROSS ROAD, KUNJIBETTU
UDUPI- 576 102
- 16 SMT USHA G RAO
AGED ABOUT 60 YEARS
S/O SHANKAR RANGAPPA NAYAK
RESIDING AT NO. 4/129, "SHRI DHAM"
I FLOOR, BEHIND INDRALI ENGLISH MEDIUM
HIGH SCHOOL, SRINIVASANAGAR, INDRALI,
P O KUNJIBETTU, UDUPI- 576 102
- 17 A PREMANANDA PAI
AGED ABOUT 69 YEARS
S/O A PANDUNRANGA PAI
R/AT "ANJANA", I CROSS, 5TH MAIN,
VIBHUDAPRIYANAGAR,
UDUPI- 576 102
- 18 SHRIKRISHNA ANANT YADNOPAVIT
AGED ABOUT 57 YEARS
S/O ANANT PANDURANG YADNOPAVIT
R/AT FLAT NO. P-11, SUYOG HEIGHTS,
SNEH PARADISE, RAMBAG COLONY, PAUD ROAD,
PUNE- 411 038
- 19 MRS. DOROTHI VICTOR ARANHA
AGED ABOUT 60 YEARS
D/O ALBERT REBELIO,
R/AT NO. 504, " SHEETAL CHHAYA"
SITLADEVI TEMPLE ROAD,
NEAR VICTORIA CHURCH, MAHIM,
MUMBAI- 400 016
- 20 CHANDRAVADAN D LOTWALA
AGED ABOUT 62 YEARS
S/O DAYABHAI

R/AT G-33, NEW NAVJYOT SOC,
OPP. NIKITA PARK, MEMNAYUR,
AHMEDABAD- 380 052

- 21 M M VINOD
AGED ABOUT 53 YEARS
S/O K P KANARAN
R/AT " SHIVAS BHASYAM ",
HOUSE NO. 8-B, OKKIAM FOUNDRY
ROAD, THORIAPAKKAM, CHENNAI- 600 096
- 22 Y GOKUL DASS
AGED ABOUT 53 YEARS
S/O LATE N RAM DAS MENON,
R/AT NO. 14/63/1, 8TH MAIN,
KAVALBYRASANDRA NEW EXTENSION,
R. T NAGAR P.O, BANGALORE- 560 032
- 23 S SHIRDHAR
AGED ABOUT 51 YEARS
S/O N SRINIVASAN,
R/AT FLAT NO. 108, RAMYA REGENCY,
F-4 STREET, JEEVANBHIMANAGAR,
BANGALORE- 560 075
- 24 K PARTHASARATHY
AGED ABOUT 49 YEARS
S/O P KRISHNAMURTHY
R/AT NO. 140/1, GROUND FLOOR,
1 MANIN ROAD, K G NAGAR,
BANGALORE- 560 019
- 25 SADANAND MATHAVALE
AGED ABOUT 60 YEARS
S/O MORESHWAR HARI ATHAVALE
R/AT PLOT NO. 34, "SAHAKAR"
UNIT NO2, ROAD NO.4, ABHINAGAR NAGAR,
BORIVILLI (EAST) MUMBAI- 400 066

- 26 M J SUBRAMANYA
AGED ABOUT 56 YEARS
S/O M V JAMBUNAHAN
R/AT NEW NO. 3, OLD NO. 2,
KAMAKSHIPURAM 2ND STREET,
WEST MAMBALAM, CHENNAI- 600 033
- 27 U SATISH SHENOY
AGED ABOUT 57 YEARS
S/O U UMANATH SHENOY
R/AT " SHRI SHANTADURGA NILAYA,
SRI MANGESH APARTMENT,
6-4-58, HARISHCHANDRA MARG,
UDUPI- 576 101
- 28 REGINALD A FERNANDES
AGED ABOUT 60 YEARS
S/O APOLINARO FERNANDES,
R/AT NO. 40/10, MANISH NAGAR,
ANDHERI (WEST), MUMBAI- 400 053
- 29 K RAGHUPATHI
AGED ABOUT 51 YEARS
S/O K R ASHWATHAIAH
R/AT NO. 1259, 23RD CROSS, 23RD MAIN,
BANASHANKARI II STAGE,
BANGALORE- 560 070
- 30 H VEDHANARAYANANA
AGED ABOUT 62 YEARS
S/O V HARIAHARA IYER,
R/AT NO. C-2, SREE GANAPATHY RESIDENCY,
L V B NAGAR, KARUR- 639 002
- 31 SMT K GEETHA R SHENOY
AGED ABOUT 64 YEARS
W/O K R SHENOY

R/AT SHREE RAVAINATH,
III MAIN ROAD, V P NAGAR,
INDRALI, UDUPI- 576 102

...PETITIONERS

(BY SRI. M N PRASANNA FOR M/S P.S.RAJAGOPAL ASSTS.,ADVS.,)
AND :

1 SYNDICATE BANK
(A BODY CONSTITUTED UNDER THE BANKING
COMPANIES(ACQUISTION & TRANSFER OF
UNDERTAKINGS) ACT 1970, REP BY ITS
GENERAL MANAGER, PERSONNEL DEPARTMENT,
STAFF WELFARE DIVISION, HEAD OFFICE,
MANIPAL- 576 119, UDUPI DIST

2 INDIAN BANKS ASSOCIATION
WORLD TRADE CENTRE COMPLEX,
CENTRE-1, 6TH FLOOR, CUFFEE PARADE,
MUMBAI- 400 005,
REP BY ITS CHAIRMAN

3 UNION OF INDIA
BY ITS SECRETARY TO GOVERNMENT
MINISTRY OF FINANCE,
DEPARTMENT OF FINANCIAL SERVICES,
BANKING DIVISION, JEEVAN DEEP
BUILDING, PARLIAMENT STREET,
NEW DELHI- 110 001

...RESPONDENTS

(BY SRI. K.RADHESH PRABHU FOR M/S PRABHU & DAVE,ADVS.,
FOR R1; M/S SUNDARASWAMY & RAMADAS, ADVS.,FOR R2; SRI.
ASHOK N.PATIL, CGC FOR R3)

IN WP Nos.40850- 40917/2010

BETWEEN :

1 B SHANKARA ACHARYA

S/O.LATE B VITTAL ACHARYA
AGED ABOUT 62 YEARS
R/AT.NO.691, SAMCHI, NARAYAN NAGAR
I BLOCK, 20TH B CROSS,
KANAKAPURA ROAD, DODDAKALLASANDRA
BANGALORE 560 067

2 K RAGHUVVEERA SHENOY
S/O.K RAGHAVENDRA SHENOY
AGED ABOUT 60 YEARS
R/AT.NO.803 (7), 4TH A CROSS,
PUNDALIKANAGAR, SYNDICATE BANK
STAFF COLONY, MOODALAPALYA
BANGALORE 560 072

3 U PANDARI NATH BHAT
S/O.U RAGHAVENDRA K BHAT
AGED ABOUT 63 YEARS
R/AT.M-31, MAHALASA 3RD FLOOR
SHANTHANANDA RESIDENCY
MISSION HOSPITAL ROAD
UDUPI 576 101

4 VENKATRAMAN S IYER
S/O.LATE M S SUBBAIAH
AGED ABOUT 56 YEARS
R/AT.FLAT NO.103, BUILDING, NO.11-J
NEAR JAIN MANDIR,
NEELAMNAGAR PHASE II
MULUND EAST
MUMBAI 400 081

5 G S KARANTH
S/O.LATE SASRI SITARAM KARANTH
AGED ABOUT 62 YEARS
R/AT.NO.77, ADARSH
18TH MAIN, BTM LAYOUT IST STAGE
BANGALORE- 560 068

- 6 SMT SATYAVATI K SHANBHAG
W/O.KRISHNA SHANKAR SHANBHAG
AGED ABOUT 58 YEARS
R/AT.SHANTERI, NEAR SHANDILYA ASHRAM
NAGASHETIKOPPA
KESHVAPUR, HUBLI - 520 023
- 7 K RAJARAM ADIGA
S/O.LATE S GANESH ADIGA
AGED ABOUT 60 YEARS
R/AT.HOUSE NO.1, SRI RAKSHA
MANJUNATH NAGAR GOKUL ROAD
HUBLI - 580 030
- 8 R SAMPATH KUMAR
S/O.LATE K RAMACHANDRA
AGED ABOUT 55 YEARS
R/AT.VIJAY DEEP
B-3-33/1, (2), KADRI BEHIND KPT
MANGALORE - 575 004
- 9 K GOPAL KRISHNAN
S/O.LATE GOVINDANKUTTY NAIR
AGED ABOUT 63 YEARS
R/AT.NO.102, PARIDIGM HEIGHTS
233, I CROSS, 38TH MAIN, BEHIND SILK
BOARD, BTM II STAGE,
BANGALORE -560 068
- 10 VISHWANATH KAMATH
S/O.NAGESH KAMATH
AGED ABOUT 59 YEARS
R/AT.HOUSE NO.8-72E, GOWRI NIVAS
SARALEBETTU ROAD,
MANIPAL- 576 104 UDUPI DIST
- 11 HANUMESH ACHARYA K UPPRAL
S/O.KOPRESHACHARYA UPPRAL
AGED ABOUT 60 YEARS

R/AT.PLOT NO.48-A, SHANKAR COLONY
I ROAD, S N PET,
BELLARY- 585 103

- 12 PHANI RAJ A
S/O.ANANTHARAMAIAH I S
AGED ABOUT 52 YEARS
R/AT.BANAKA, 151, 2ND MAIN ROAD
SARVABHOWMANAGAR,
CHIKKALLASANDRA
BANGALORE- 560 021
- 13 VINOD HEGDE M
S/O.LATE M NARAYANA HEGDE
AGED ABOUT 58 YEARS
R/AT.C-204, SANGEETHA APARTMENTS
162/1, 5TH CROSS ROAD,
MALLESHWARAM
BANGALORE - 560 003
- 14 T D SHANKARAN
S/O.T D DORAIRAJAN
AGED ABOUT 50 YEARS
R/AT.FLAT NO.202, SAWERA APARTMENTS
NO.409, I STAGE, III BLOCK, 5TH CROSS
HBR LAYOUT, KALYAN NAGAR P O
BANGALORE- 560 043
- 15 R V SIRSALIMUTT
S/O.H S VEERABHADRAIAH
AGED ABOUT 52 YEARS
R/AT.D NO.419/1, KUVEMPU ROAD
(LAWYER ROAD) OPP KUVEMPU AUTO STAND
NEAR JAYADEVA CIRCLE
DAVANAGERE
- 16 APPAGOUDA R PATIL
S/O.RAMAGOUDA A PATIL

AGED ABOUT 52 YEARS
R/AT.PLOT NO.2784, 1ST FLOOR
PALLAVI, GANESH MARG
SECTOR-12, MAHANTESHNAGAR
BELGAUM - 590 016

- 17 M ARUL NAMBI
S/O.A MUTHUSAMI
AGED ABOUT 51 YEARS
R/AT.FLAT NO.406,
PRAKRUTHI PROVIDENCE CREST
5TH MAIN, I CROSS, TATANAGAR
ANNEX, KODIGEHALLI, BANGALORE- 560 092
- 18 Ms. A SHYAMALA
D/O.SRI ANANTHAPADMANABHAN G
AGED ABOUT 56 YEARS
R/AT.NO.169/1, MARUTHI STREET
I CROSS, SUBBAYYANA PAIYA,
BANASAWADI ROAD,
BANGALORE- 560 033
- 19 C RAJA RAMAN
S/O.K P CHAKKARAI
AGED ABOUT 53 YEARS
R/AT.FLAT NO.C-304,
SNEHA SPLENDOUR APARTMENTS
T SUBBANNA LAYOUT,
HOODI CIRCLE BANGALORE -560 048
- 20 R RAVI KUMAR
S/O.K G RAMAKRISHNAN
AGED ABOUT 53 YEARS
R/AT.NO.43/29, A SATHYANARAYANAPURA
CHINITHAMMIPUDUR
COIMGATORE- 641 103
- 21 S S MAKANDAR
S/O.SAYED HAFEEZ

AGED ABOUT 52 YEARS
R/AT.NO.SF-1, SNEHA SUKHAVAS
DR A M C MAIN ROAD,
KAVALABYRASANDRA
BANGALORE- 560 032

22 NATARAJAN K R
S/O.K RAMASASTRY
AGED ABOUT 56 YEARS
R/AT.NO.177, 2ND G MAIN ROAD
11TH BLOCK, NAGARABHAVI 2ND STAGE
BANGALORE- 560 072

23 N SURYAPRAKASH RAO
S/O.N SUBBA RAJU
AGED ABOUT 54 YEARS
R/AT.FLAT NO.8, VEENA PARTMENTS
R K NAGAR, MALKAJGIRI
HYDERABAD -500 047

24 K PRAKASH RAO
S/O.RAMA MURTHY
AGED ABOUT 55 YEARS
R/AT H NO.10-2-318/1/A/23 I FLOOR
PLOT NO.23, INDIRANAGAR,
VIJAYANAGAR COLONY
HYDERABAD- 500 057

25 KUPPALA CHINNA REDDANNA
S/O.VENKATA REDDY K
AGED ABOUT 60 YEARS
R/AT PLOT NO.143, OPP E SEVA
MOTHINAGAR, ERRAGADDA
HYDERABAD- 500 018

26 MURALIDHAR SHARMA
S/O.GOPALA CHARY
AGED ABOUT 51 YEARS
R/AT.H NO.3-10-26/27/A

RTC COLONY, NAR E SEVA
RAMANTHAPUR,
HYDERABAD -500 013

- 27 M K N M R D PRASAD
S/O.LATE BASAVA KOTAIAH
AGED ABOUT 58 YEARS
R/AT.NO.102, GAYATRI HOME
BARKATNAGAR, CHAITANYAPURI
HYDERABAD- 500 060
- 28 P GOPALAKRISHNA KURUP
S/O.LATE K PRAMESHWARA KURUP
AGED ABOUT 59 YEARS
R/AT.FLAT NO.7, LIC OFFICERS QUARTERS
ADARSH NAGAR SAIFEBAD
HYDERABAD- 500 063
- 29 S SRI RANGANATH,
S/O.LATE S VENKATESWARA RAO
AGED ABOUT 46 YEARS
R/AT.H NO.17-3, ROAD NO.1,
SRI KRISHNANAGAR, DILSHUKNAGAR
HYDERABAD- 500 060
- 30 K A NARENDRA RAO
S/O.LATE A VAMAN RAO
AGED ABOUT 61 YEARS
R/AT.SHRI NIVAS, IST FLOOR,
H NO.3 W-5-488/2 & 3
VASANTH VIHAR COMPOUND
MANJUNATHA COLONY, KADRI
MANGALORE -575 004
- 31 V V G SANKAR
S/O.K VARASAMY PILLAI
AGED ABOUT 57 YEARS
R/AT.NO.C-504, NAGARJUNA MAPLE HEIGHTS

B NARAYANAPURA,
MAHADEVAPURA POST,
BANGALORE- 560 016

- 32 H ASWATHANARAYANA REDDY
S/O.LATE K A BASIREDDY
AGED ABOUT 55 YEARS
R/AT.HOUSE NO.3, IV MAIN,
NAVAPRIYA SHELTERS, KUVEMPUR NAGAR
KANAKAPURA MAIN ROAD,
DODDAKALLASANDRA,
BANGALORE -560 062
- 33 V SURENDRA KAMATH
S/O.SANTHAPPA KAMATH
AGED ABOUT 60 YEARS
R/AT.SOWRABAH, 16-126-D8,
III MAIN, 1ST CROSS,
HUDCO MIG COLONY
MANIPAL -576 104 UDUPI DIST
- 34 NARUMANCHI RAMANA ADITYA
S/O.NARUMANCHI VEERABHADRA RAO
AGED ABOUT 50 YEARS
R/AT.G-1, HARSHA RESIDENCY
6TH MAIN, 1ST CROSS,
SARVABHOUMANAGAR, CHIKKALASANDRA
BANGALORE- 560 061
- 35 SMT ANASUYA A A
W/O.LATE A D AIYANNA
AGED ABOUT 57 YEARS
R/AT.NO.4/1, GIRIYA BOVI PALYA MAIN
SIDDARTHANAGAR,
MYSORE - 11
- 36 SMT PRATIBHA JAYANNA

W/O.SRINIVASA MURTHY S R
AGED ABOUT 48 YEARS
R/AT.NO.2, BLOCK 8, MADHUVANA HOUSING
LAYOUT, SRIRAMAPURA II STAGE
MYSORE - 570 023

- 37 DEEPAK ANANTH GHANGURDE
S/O.ANANT SADASHIV GHANGURDE
AGED ABOUT 53 YEARS
R/AT.NO.A/99, MAHINDRA & MAHINDRA
CO OPERATIVE HOUSING SOCIETY LTD
SRIKRISHNA NAGAR, BOVIWILI EAST
MUMBAI- 400 066
- 38 VASANT PARAMESHWAR RAO
S/O.SRI PARAMESHWAR RAO
AGED ABOUT 56 YEARS
R/AT.SAI NISARG PARK
OPP SWARAJ GARDEN, FLAT NO.103 A WING
1ST FLOOR, PIMPLE SAUDANAGAR
PUNE - 411 027
- 39 R VENKATESHWARAN
S/O.V R RAJAN
AGED ABOUT 56 YEARS
R/AT.C/O.SUNDARAM
FLAT NO.9, I FLOOR, ESR CASTLE
PLOT NO.77, MARUTHA NAGAR,
VEDAVALLI,
COIMBATORE- 641 041
- 40 K SUDHAKAR BHAT
S/O.LATE K PANDURANGA BHAT
AGED ABOUT 61 YEARS
R/AT.NO.7, SYNDICATE BANK STAFF COLONY
7TH MAIN, III CROSS,
BANASHANKARI III STAGE,
BANGALORE- 560 085

- 41 I RAMACHANDRA PAI
S/O.LATE DEVENDRA PAI
AGED ABOUT 58 YEARS
R/AT.A-01, RAJARAJESHWARI NIVAS
VAJAPAYEE NAGAR, OFF HOSUR ROAD
BENNIGANAHALLI
BANGALORE -560 068
- 42 V RAMAKRISHNAN
S/O.J S VEERABHADRAN
AGED ABOUT 57 YEARS
R/AT.F-4, 57, INDIRA GANDHI STREET
KAVERI RANGAN NAGAR
SALIGRAM
CHENNAI- 600 093
- 43 C NARASIMHA PRASAD
S/O.C RAMA KRISHNA MURTHY
AGED ABOUT 58 YEARS
R/AT.503, ANANDA NILAYA, BEHIND A BLOCK
9TH CROSS, OFF AECS LAYOUT,
CHINNAPPANAHALLI
BANGALORE- 560 037
- 44 PRASHANTH PAI K
S/O.LATE K VINODARAYA PAI
AGED ABOUT 57 YEARS
R/AT.D.NO.12-3-81, CONVENT ROAD
KDABETHY,
UDUPI- 576 101
- 45 BALAJI SRINIVASAN K
S/O.KANNA A
AGED ABOUT 47 YEARS
R/AT.C-5, LAKE VIEW APARTMENTS
ANNA ROAD, PERUNGUDI
CHENNAI - 600 096
- 46 R SHIVAKUMAR

S/O.V RAMAMOORTHY
AGED ABOUT 55 YEARS
R/AT.PLOT NO.8, C NAGAPPA NAGAR
1ST CROSS STREET, NAGAPPA NAGAR
CHROMEPT,
CHENNAI- 600 044

47 T SHYAMSUNDAR
S/O.T VEDANTHA CHARI
AGED ABOUT 53 YEARS
R/AT.NO.171, FLAT NO.3, MCC APARTMENTS
2ND MAIN, 5TH CROSS,
GRIHALAXMI LAYOUT,
BANGALORE - 560 079

48 T SWAMINATHAN
S/O.DR R THYAGARAJAN
AGED ABOUT 53 YEARS
R/AT.F-1, AKSHAYA
58/46, 28TH CROSS STREET
INDIRANAR, ADYAR
CHENNAI- 600 020

49 V LAKSHMI NARASIMHAN
S/O.M VENKATASUBRAMANIAN
AGED ABOUT 53 YEARS
R/AT.NO.61/1, RAMS 3RD MAIN ROAD
KASTHURBAI NAGAR, ADYAR
CHENNAI- 600 020

50 R NARASIMHAN
S/O.N RANGASWAMY
AGED ABOUT 65 YEARS
R/AT.NO.H4, BENOO FLAT, 2ND CROSS
STREET, BESANT NAGAR
CHENNAI -600 090

51 A RAVI PRAKASH

- S/O.SRI A AIYAVU
AGED ABOUT 54 YEARS
R/AT.NO.1015, 39TH CROSS, II BLOCK
RAJAJINAGAR
BANGALORE- 560 010
- 52 HARIDASKUMAR H R
S/O.KUNDAIAH GOWDA
AGED ABOUT 53 YEARS
R/AT.NO.48, 5TH MAIN
KUVEMPUNAGAR,
DODDAKALLASANDRA
BANGALORE- 560 062
- 53 JEEVENDRA BALLAL
S/O.LATE N BHUJAHATI BALLAL
AGED ABOUT 61 YEARS
R/AT.NO.4-30/4, RAJHOMES LAYOUT
SUNKATGUDDA, BIJAI NEW ROAD
MANGALORE- 4
- 54 Y KRISHNANANDA
S/O.LATE Y SADANANDA SHENOY
AGED ABOUT 55 YEARS
R/AT.SADANAND
M S COLONY, TELLAR ROAD
KARKALA -574 104
- 55 KESHAV BHAT J
S/O.LATE J MADHAV BHAT
AGED ABOUT 59 YEARS
R/AT.FLAT NO.301, DIVYA DEEPA APARTMENT
BIJAI, MANGALORE -575 004
- 56 B VARADARAJ PAI
S/O.LATE B SRINIVASA PAI
AGED ABOUT 55 YEARS
R/AT.NO.1-5-16-1037/16
ANUPAMA II CROSS,

SPRING FIELD,
CHELIMBI,
MANGALORE -575 006

- 57 SRINIVASAN P A
S/O.P U A ESWARAN
AGED ABOUT 57 YEARS
R/AT.RADHE SHYAM NO.34/1,
II CROSS, VIVEKANANDANAGAR
BANGALORE -560 033
- 58 R RAMANATHAN
S/O.P R RAJARATNAM
AGED ABOUT 55 YEARS
R/AT.C/O.V R ANANDANARAYANAN
RAM AGENCIES, HAJI BUILDING
FORT ROAD, KANNUR KERALA STATE
- 59 S SRIDHAR
S/O.K R SUNDARAM IYER
AGED ABOUT 52 YEARS
R/AT.FLAT NO.341, RANKA NEST
35/1, K K S ROAD, OKALIPURAM
BANGALORE- 560 021
- 60 JAYADEVAN C
S/O.LATE K M V NAMBU DIRI
AGED ABOUT 50 YEARS
R/AT.C/O.KOCHUMADHAVAN
3/103, MANIKANTA NAGAR
EDAYARAPALAYAM, KUNIAMTHUR
COIMBATORE -641 008
- 61 K V SURESH
S/O.LATE M SETHUMADHAVAN NAIR
AGED ABOUT 53 YEARS

R/AT.BLOCK-1, C-3, CEEBROS MAYFAIR
APARTMENTS, 2A, LIC COLONY ROAD
VIJAYANAGAR, VELACHERY
CHENNAI -600 042

- 62 M V SAI BABU, S/O.M V APPA RAO
R/AT.PLOT NO.105, H NO.50/B, ROAD NO.2
AGED ABOUT 48 YEARS
NEW NAGALE, SARDARNAGAR (M)
RANGAREDDI DISTRICT,
HYDERABAD
- 63 J KALYANA SUNDARAM
S/O.LATE H JAMBUNATHAN
AGED ABOUT 57 YEARS
R/AT.NO.244, NAVIN BALAJI COMPLEX,
SARAN APARTMENTS, IST FLOOR
GANDHI CHOWK DHALI ROAD,
UDUMALPET, TIRUPUR DISTRICT
TAMIL NADU
- 64 M DAMODAR BHAT
S/O.M PANDURANGA BHAT
AGED ABOUT 60 YEARS
R/AT.FLAT NO.468, C BLOCK,
MAHAVEER TUSCAN
HOODI CIRCLE, WHIE FIELD MAIN ROAD
BANGALORE- 560 058
- 65 VENKATESAN T, S/O.LATE S T V NARASIMHAN
R/AT.NO.B-5, DEEP SAGAR
AGED ABOUT 50 YEARS
CHS N S PHADKE MARG, ANDHERI EAST
MUMBAI - 400 069
- 66 M C AGARWAL
S/O.LATE LAXMI NARAIN AGARWAL
AGED ABOUT 53 YEARS
R/AT.29-B, KIRTI NAGAR

TANK ROAD,
JAIPUR - 302 018

67 B RADHAKRISHNA BHAKTA
S/O.LATE GOPAL BHARTA
AGED ABOUT 59 YEARS
R/AT.D-59, ANJALI C H S LTD,
90 FEET ROAD, GAVANPADE,
MULUND EAST
MUMBAI - 400 081

68 G MANICKASUNDARAM
S/O.LATE M GOVINDASWAMY
AGED ABOUT 58 YEARS
R/AT.NO.72, IST MAIN ROAD,
SREE AYYAPPAN NAGAR
VIRUGAMBAKKAM
CHENNAI – 600 092

...PETITIONERS

(BY SRI. M N PRASANNA FOR M/S S.RAJAGOPAL ASSTS., ADVS.,)
AND :

- 1 SYNDICATE BANK
A BODY CONSTITUTED UNDER THE BANKING
COMPANIES (ACQUISITION & TRANSFER OF
UNDERTAKINGS) ACT, 1970,
REP BY ITS GENERAL MANAGER
PERSONNEL DEPARTMENT,
STAFF WELFARE DIVISION
HEAD OFFICE, MANIPAL 576 119
UDUPI DISTRICT
- 2 INDIAN BANKS ASSOCIATION
WORLD TRADE CENTRE COMPLEX,
CENTRE 1, 6TH FLOOR, CUFFE PARADE
MUMBAI 400 005,
REP BY ITS CHAIRMAN
- 3 UNION OF INDIA

BY ITS SECRETARY TO GOVERNMENT
MINISTRY OF FINANCE
DEPARTMENT OF FINANCIAL SERVICES
BANKING DIVISION, JEEVAN DEEP BUILDING
PARLIAMENT STREET,
NEW DELHI - 110 001

...RESPONDENTS

(BY SRI.K.RADHESH PRABHU FOR M/S PRABHU AND DAVE,
ADVS. FOR R1; SRI. K.RAMADAS, SR.COUNSEL FOR M/S
SUNDARASWAMY & RAMDAS, ADVS., FOR R2; SRI.
S.N.ASWATHANARAYAN, CGC, FOR R3)

IN WP Nos.23522- 23553/2011

BETWEEN :

- 1 M.P RAMACHANDRA RAO
AGED ABOUT 57 YEARS,
S/O.M. PADMANABA RAO
GF 2, CHAITRASRI ENCLAVE, 12/1, I MAIN
II BLOCK, THYAGARAJA NAGAR,
NEAR JAIN TEMPLE,
BANGALORE
- 2 K.P BHAT
AGED ABOUT 62 YEARS,
S/O. LATE GANAPATHY BHAT,
NANDA DEEPA, BEJAI NEW ROAD,
5TH CROSS, BEJAI, MANGALORE
- 3 JOSEKUTTY EAPEN
AGED ABOUT 60 YEARS,
S/O. VARKEY EAPEN,
SRAMPICKAL HOUSE,
VAZHAPPALLY POST, CHANGANACHERRY
KOTTAYAM
- 4 T.V MURALEEDHARAN
AGED ABOUT 54 YEARS,

S/O. V. KRISHNA PISHARODY
31/916, "KRISHNASREE"
MAYANAD POST,
CALICUT

- 5 P.K CHATHUKUTTY
AGED ABOUT 58 YEARS,
S/O P.K.KUNHULAN,
"SOUPARNIKA", PURATHE KAMMILI
PARAMBA, VENGARI POST OFFICE
CALICUT
- 6 S.S. VENKITACHALAM
AGED ABOUT 60 YEARS,
S/O S.N SESA IYER,
PLOT "# 6, "SARADHA"
CHEMBAKA HOUSING COLONY
B.C. ROAD, BEYPORE
CALICUT
- 7 V.K. NARAYANAN
AGED ABOUT 55 YEARS,
S/O. V.P KRISHNA IYER
19/1815, SREE KRISHNA
BHAJANA KOIL LANE,
CHALAPURAM,
CALICUT
- 8 SUNANDA RATNAKAR
AGED ABOUT 58 YEARS,
S/O. D.NARAYANA DAS
MIG C-42, DR. A.S. RAONAGAR,
HYDERABAD
- 9 R. VENKITESWARAN
AGED ABOUT 58 YEARS,
S/O. P. RAMA IYER,
"OM" SUBRAMANIAN TEMPLE ROAD,
(VIA) JAWAHARLAL ROAD,

POONITHARA,
COCHIN

- 10 MOHAN R. SHASTRI
AGED ABOUT 59 YEARS,
S/O RAMACHANDRA N. SHASTRI
"VISHALAKSHI", PLOT NO.202, SURYODAYA
CO.OP. HSG SOC, KANSAI SECTION
AMBARNATH-EAST, (DR. THANE, MAHARASHTRA)
- 11 P.S GOPALAKRISHNAN
AGED ABOUT 62 YEARS,
S/O. C.V. SUBRAMANIAN
1/723, SIVAN KOVIL STREET
OD KALAPATHY, KALAPATHY
POST OFFICE, PALAKKAD
- 12 N.KUMARASWAMY
AGED ABOUT 56 YEARS,
S/O. N. SUBBARAO,
323. "SREE TULASI", I STAGE,
II MAIN, II CROSS, NIVEDITANAGAR
MYSORE
- 13 S. MURALITHARAN
AGED ABOUT 59 YEARS,
S/O. V.S. SRINIVASAN,
C/O. SRI C. SIVARAMAN C1204,
AISHWARYA EXCELLENCY, OPP. TO TIN
FACTORY,K.R PURAM,
BANGALORE
- 14 K.A. BHANUMATHI
AGED ABOUT 60 YEARS,
D/O K.A. KORAN, BHAVANA,
TC 9/2633, ELAMKAM GARDENS
A 69, VELLAYAMBALAM,

TRIVANDRUM

- 15 B.MOHANLAL
AGED ABOUT 51 YEARS,
S/O B. LAL SINGH,H.NO.2-320
BALLEPALLY VILLAGE, OPP. TO S.F.S. CHOOOL
KAMMAN URBAN MANDAL,
KHAMMAN DT.
- 16 G. VIJAYAKUMAR
AGED ABOUT 60 YEARS,
S/O. R. GOPALAN NAIR, "GEETHANJALY,
PULIPPARA ROAD,
NEDUMANGAD
TRIVANDRUM DISTRICT
- 17 V. HARIHARAN
AGED ABOUT 59 YEARS,
S/O VENKATACHALA IYER
B 7, "ARUNODAYAM"
CAPITAL RESIDENCY APARTMENTS,
PUSHPAGIRI, PUNKUNNAM (PO)
TRICHUR
- 18 ASHOK MALLA
S/O RAJ NARAIN MALLA,
104, PARAMOUND APARTMENTS,
8, GYAN PARK,
TELEPHONE NAGAR,
INDORE (M.P)
- 19 V DHARMARAJA IYER
S/O D VAIDYANATHAN
AGED 62 YEARS
FLAT NO.3, "GAYATHRI APARTMENT"
KANTHARAJA URS ROAD, LAKSHMIPRUAM
MYSORE-570 004
- 20 K N SURENDRA

S/O P RAGHAVAN NAIR
AGED 59 YEARS
H.NO. 12/468, "KOMALA NIVAS"
KARALA STREET, KOPPAM
PALAKKAD-678 001

21 NUPUR SEN
S/O BINOY KISHNA BOSE
AGED 56 YEARS
27/5, PRINCE GOLAM MOHAMED SHAH ROAD
KOLKATA-700 095

22 HIMANSU SEKHAR KAYAL
S/O UDDHAB CHANDRA KAYAL
AGED 58 YEARS
46/1, R N TAGORE ROAD
KOLKATA-700 063

23 DEBI PRASAD ACHARJYA
S/O N K ACHARJEE
AGED 55 YEARS
7A, BROJA MOHAN MANDAL ROAD
1ST FLOOR, SANTOSHPUR
KOLKATA-700 075

24 P K NATH
S/O MONMOHAN NATH
AGED 58 YEARS
8, MUKHERJEE PARK ROAD
BHAT PARK P.O-743 123
24, PARGANA (NORTH) DT. (W.B.)

25 R K MISHRA
S/O H C MISHRA
AGED 60 YEARS
68/178, PRATAP NAGAR
SANGANER, JAIPUR-302 030

26 C P KHURANA

- S/O PREM DASS
AGED 59 YEARS
42, RAJA PRAK
AMBALA CANTONMENT
- 27 V B CHOLKAR
S/O BHALCHANDRA
AGED ABOUT 59 YEARS
B-5, BELA APARTMENT
B/H, MANISHA SOCIETY
VASNA ROAD, BARODA-390 015
- 28 K RAJAGOPAL
S/O P K KANNAN
AGED 54 YEARS
"SRI PADUKA" NO. 146, 3 "E" CROSS
KASTURI NAGAR EAST OF NGEF
BANGALORE-560043
- 29 CHAKOR RAJAN VASUDEO
S/O RAJAN G VASUDEO
AGED 50 YEARS
BLDG. NO.A-1, FLAT NO.3
PRAMILANAGAR CO.OP. HOUSING SOCIETY LTD
BAPU BAGWE ROAD, KANDHARPADA, DAHISAR
(WEST), MUMBAI-400068
- 30 GANESH B POOJARY
S/O BALA POOJARY
AGED 48 YEARS
RAJSATYAM BUILDING
FLAT NO. 615, "D" WING
MARUTI NAGAR, ASHOKVAN
DAHISAR (E), MUMBAI-400068
- 31 V K SADANANDAN
S/O V R KOCHUKUTTAN
AGED 62 YEARS
"SHREYAS", L B S ROAD

EDAPALLY POST OFFICE
KOCHI-682 024

32 SMT. KRISHNA DEB
D/O LATE JYOTHI BIKASH ROY
AGED 54 YEARS, 402, GARFA MAIN ROAD
KOLKATA-700 075 ...PETITIONERS

(BY SRI. VENUGOPAL M S, ADV.,)

AND :

1 CANARA BANK
REP BY THE CHAIRMAN & MANAGING DIRECTOR
HEAD OFFICE
112, J C ROAD
BANGALORE-560 002

2 THE COMPETENT AUTHORITY
CANARA BANK (EMPLOYEES) PENSION
REGULATIONS, 1995, CANARA BANK
HEAD OFFICE, 112, J C ROAD
BANGALORE-560 002

3 INDIAN BANKS ASSOCIATION
WORLD TRADE CENTRE COMPLEX
CENTRE 1, 6TH FLOOR
CUFF PARADE,
MUMBAI-400 005 ...RESPONDENTS

(BY SMT. K SUBHA ANANTHI FOR M/S KASTURI ASSTS., ADVS.,
FOR R2; SRI. RAMDAS, SR.COUNSEL FOR M/S SUNDARASWAMY &
RAMDAS, ADVS., FOR R3; R1-SD)

IN WP No.24739/2011

BETWEEN :

SRI. N SHAKARANARAYANA
S/O.LATE H NANJUNDAPPA

R/O.HOSAHALLI VILLAGE
SAGAR TALUK
SHIMOGA DISTRICT

...PETITIONER

(BY S RI. S V PRAKASH, ADV.,)
AND :

BANK OF MAHARASHTRA
A BODY CONSTITUTED UNDER THE
BANKING COMPANIES (ACQUISITION AND
TRANSFER OF UNDERTAKINGS) ACT 1970,
REP BY ITS CHAIRMAN AND MANAGING
DIRECTOR, CENTRAL OFFICE AT LOKMANGAL
PUNE 411 005

...RESPONDENT

(BY SRI. RAMESH UPADHYAYA, ADV.,)

IN WP Nos.36917- 36920/2011

BETWEEN :

- 1 SMT MEERA YOGA
W/O SRI G R YOGANARASIMHA,
AGED ABOUT 54 YEARS,
R/A NO.106/1, 15TH CROSS,
MAHABALA GAYATHRI DEVI,
PARK EXTENTION, VYALLIKAVAL
BANGALORE-560 003
- 2 SRI JAYAPRAKASH
S/O G V SHIVANNA
AGED ABOUT 62 YEARS,
R/A NO.1056, HAMSA
NEW KANTHARAJA URS ROAD,
KUVEMPUNAGAR, MYSORE-570023
- 3 SRI SURESH BABU
S/O S KRISHNARJUNA RAO

AGED ABOUT 62 YERAS,
R/A NO.79, 4TH CROSS,
KALIDASA LAYOUT,
SRINAGAR, BANGALORE-560050

- 4 SMT RAJESWARI KUMAR
W/O SRI S KRISHNARJUNA RAO,
AGED ABOUT 52 YEARS,
R/A NO.D-32, BEL COLONY,
JALAHALLI, BANGALORE-560 013 ...PETITIONERS

(BY SRI. V S NAIK & MANJULA N KULKARNI, ADVS.,)
AND :

- 1 THE CHAIRMAN
INDIAN BANKS ASSOCIATION
WORLD TRADE CENTER COMPLEX,
CENTER-I VI FLOOR,
CUFFE PARADE, MUMBAI 400 005
- 2 THE MANAGING DIRECTOR
STATE BANK OF MYSORE
HEAD OFFICE, K.G.ROAD,
BANGALORE-560 009 ...RESPONDENTS

(BY SRI. RAMDAS, SR.COUNSEL FOR M/S SUNDARASWAMY &
RAMDAS, ADVS., FOR R1; SRI. S V NARASIMHAN, ADV. FOR R2)

IN WP No.1154/2012

BETWEEN :

N SURESHAN
AGED ABOUT 51 YEARS
S/O S NAGARAJA
R/A C/O MARAPPA, OPP MARUTHI HIGH SCHOOL
OFF KANAKAPURA ROAD, TATHAGUNI POST
BANGALORE- 560 062 ...PETITIONER

R/A FLAT NO.S2, MADHURA RESIDENCY,
NO.255, ANKAPPA LAYOUT, (BEHIND GARDEN
SCHOOL) CHIKKALLASANDRA,
BANGALORE 560 061

- 2 SRI A SURENDRA PAI
AGED 54 YEARS
S/O LATE K L N PAI
R/A 1ST CROSS, ALN LAYOUT,
MANIPAL 576 119
UDUPI DISTRICT
- 3 SRI B R KRISHNA RAO
AGED 60 YEARS
S/O LATE SRI B N RAMALINGAIYA
R/A NO.3900, INDIRA NILAYA, 13TH MAIN,
VAJRAMUNI ROAD, KUMARASWAMY LAYOUT
2ND STAGE, BANGALORE 560 078
- 4 SRI PRABHALA MOHANA RAO
AGED 56 YEARS
S/O PRABHALA NARAYANA MURTHY
R/A PLOT NO.30, 1-1-48/24/2-1, ROAD NO.2
SHRUNGERI COLONY, KOTHAPET
HYDERABAD - 500 035

...PETITIONERS

(BY SRI. V S NAIK & MANJULA N KULKARNI, ADVS.,)

AND :

- 1 THE CHAIRMAN
INDIAN BANKS ASSOCIATION
WORLD TRADE CENTER COMPLEX
CENTER-I, VI FLOOR, CUFFE PARADE,
MUMBAI 400 005
- 2 THE MANAGING DIRECTOR
STATE BANK OF MYSORE
HEAD OFFICE, K G ROAD,

BANGALORE 560 009

...RESPONDENTS

(BY SRI.RAMDAS, SR.COUNSEL FOR M/S SUNDARASWAMY &
RAMADAS FOR R1; SRI.K.V. NARASIMHAN, ADV., FOR R2)

IN WP No.13322/2011

BETWEEN :

SRI M G MADHAVA MURTHY
AGED 58 YEARS
S/O SRI GURURAJACHAR
R/A NO.47, DHATRI
NEAR PRAJNA BHARATHI SCHOOL,
DODDAKALLASANDRA
BANGALORE - 560 062

...PETITIONER

(BY SRI.V S NAIK & MANJULA N KULKARNI, ADVS.,)

AND :

1 THE CHAIRMAN
INDIAN BANKS ASSOCIATION
WORLD TRADE CENTRE COMPLEX,
CENTRE I, VI BLOCK,
CUFFE PARADE,
MUMBAI 400 005

2 THE MANAGING DIRECTOR
STATE BANK OF MYSORE
HEAD OFFICE
K G ROAD,
BANGALORE 560 009

...RESPONDENTS

(BY SRI.RAMDAS, SR.COUNSEL FOR M/S SUNDARASWAMY &
RAMDAS, ADVS., FOR R1; SRI.S V NARASIMHAN, ADV., FOR R2)

IN WP Nos.25641-42/2011

BETWEEN :

- 1 SMT P S SAROJA W/O SRI P A CHANDRA GUPTA
AGED ABOUT 54 YEARS
R/AT NO 657, 2ND FLOOR 6TH MAIN
11TH CROSS, J P NAGAR, II STAGE,
BANGALORE- 560 078
 - 2 SRI A G KRISHNAMURTHY S/O A N GUNDURAO
AGED ABOUT 60 YEARS
R/AT NO 72, HAYASYA 3RD MAIN 10TH CROSS,
SHREYAS COLONY J P NAGAR,
7TH PHASE,
BANGALORE- 560 078
- ...PETITIONERS

(BY SRI. V S NAIK & MANJULA N KULKARNI, ADVS.,)

AND :

- 1 THE CHAIRMAN
INDIAN BANKS ASSOCIATION WORLD TRADE
CENTER COMPLEX, CENTER I , VI
FLOOR, CUFFE PARADE MUMBAI 400 005
 - 2 THE MANAGING DIRECTOR
STATE BANK OF MYSORE
HEAD OFFICE, K G ROAD,
BANGALORE 560 009
- ...RESPONDENTS

(BY SRI.RAMDAS, SR.COUNSEL FOR M/S SUNDARASWAMY &
RAMDAS, ADVS., FOR R1; SRI.S V NARASIMHAN, ADV., FOR R2)**IN WP Nos.32475-32602/2010**

BETWEEN :

- 1 DADA PEER

S/O LATE BABA BUDEN SAHED
AGED ABOUT 55 YEARS
R/A NO.4, 8TH B MAIN
BTM LAYOUT I STAGE
BANGALORE-560029

- 2 P S SUNDAR
S/O P R SRINIVASAN
AGED ABOUT 55 YEARS
R/A NO.2572, 11TH MAIN
E BLOCK, II STAGE, RAJAJINAGAR
BANGALORE-560010
- 3 R RAMPRASAD
S/O LATE P RANGACHAR
AGED ABOUT 56 YEARS
R/A NO.A101, KRISHNA VILAS
APARTMENT 6TH CROSS, ASHOKNAGAR
N R COLONY, BANGALORE-560050
- 4 H N RAMESH
S/O NAGENDRAIAH
AGED ABOUT 57 YEARS
R/A NO.90, 5TH CROSS, PANDURANGANAGARA
BANNERGHATTA ROAD
BANGALORE-560076
- 5 CR MURRALI
S/O LATE C RANGASWAMY IYENGAR
AGED ABOUT 55 YEARS
R/A G3, SAIMATHURA GRACE-II, 118/3, 7TH
CROSS, C K ACHUKATTU, BANASHANKARI III
STAGE, BANGALORE-560085
- 6 G S RAMANUJA
S/O G R S DESHIKACHAR
AGED ABOUT 55 YEARS
R/A NO.11 "SRIRANGAMH CROSS
TELECOM LAYOUT, VIJAYANAGAR BANGALORE

- 7 SMT S LALITHA
D/O H S SRINIVASA MURTHY
AGED ABOUT 53 YEARS
R/A NO.546, 42ND CROSS, 8TH BLOCK
JAYANAGAR
BANGALORE-560082
- 8 SMT RADHA SRIRAM
S/O LATE DR L V RAJAGOPAL
AGED ABOUT 58 YEARS
R/A NO.107, 4TH MODEL HOUSE STREET
BASAVANAGUDI
BANGALORE-560 004
- 9 K SUNDARARAJ
S/O K V KRISHNAN
AGED ABOUT 49 YEARS
R/A NO.G-1, SUDARSAN ENCLAVE
II, ARTILLERY ROAD, ULSOOR
BANGALORE-560 008
- 10 C SUBRAMANIAN
S/O C S CHELLAPPA
AGED ABOUT 54 YEARS
R/A "MEENA" PLOT 156, 3RD CROSS
4TH MAIN, NRUPATHUNGANAGAR
J P NAGAR 8TH PHASE
BANGALORE-560 076
- 11 B N SRINATH
S/O B NARAYANA MURTHY
AGED ABOUT 52 YEARS
R/A NO.1004, 9TH MAIN, 10TH CROSS
2ND STAGE, WEST OF CHORD ROAD
BANGALORE-560 086
- 12 H P MURALEEDHARA PAI
S/O LATE H PADMANABHA PAI

AGED ABOUT 57 YEARS
R/A H.NO.51, 2ND MAIN 4TH CROSS
SECTOR-2, NOBONAGAR,
BANNERGHATTA ROAD
BANGALORE-560 076

- 13 P RADHAKRISHNAN NAIR
S/O K K R NAIR
AGED ABOUT 51 YEARS
R/A NO.306, CANARA BANK LAYOUT
5TH MAIN KODIGEHALI
BANGALORE-560 097
- 14 S RADHAKRISHNAN
S/O R SETARAM
AGED ABOUT 52 YEARS
R/A NO.T4, BENAKA CLUSTERS, 2 B STREET,
I MAIN, SESHADRIFURAM
BANGALORE-560 020
- 15 K RAVINDRANATH
S/O R KANNAN
AGED ABOUT 54 YEARS
R/A NO.132, 9TH CROSS, SECTOR-1
NOBO NAGAR, BANNERGHATTA ROAD
BANGALORE-560 076
- 16 K V NIREESH KUMAR S/O VASUDEVAN NAIR
AGED ABOUT 47 YEARS,
R/A NO.15, RANGAPPA GARDENS,
UDAYAPURA, KANAKAPURA ROAD,
BANGALORE-560 082
- 17 P V A V KRISHNAN S/O P R VEDANTHA CHAR
AGED ABOUT 51 YEARS,
R/A NO.25, D.N.Y.AHSRAMA ROAD,
SRINIVASA LAYOUT, NEAR KASI VISHWANATHA
LAYOUT, K.R.PURAM, BANGALORE-560 036

- 18 N V VIJAY KUMAR S/O N C JOGA RAO
AGED ABOUT 49 YEARS,
R/A NO.62, 5TH CROSS,
SARASWATHIPURAM, NYANAPPANAHALLI,
IIMB POST, BANGALORE-560 068
- 19 V SRINIVASAN S/O K VENKATRAMAN
AGED ABOUT 49 YEARS,
R/A FLAT E-406, RAJEJA PARK,
MAGADI ROAD, BANGALORE-560 079
- 20 K L S RAO S/O K LAKSHMINARASIMHAIAH
AGED ABOUT 54 YEARS,
R/A FLAT NO.602, BUILDING NO.12,
SHANTHIPARK APARTMENT,
9TH BLOCK, JAYANAGAR,
BANGALORE-560 069
- 21 A S SANTI SWAROOP S/O A S R K RAO
AGED ABOUT 44 YEARS,
R/A D.NO.70-2A-9/2,
GATATRI NILAYAM, RAMANAIAHPET,
KAKINADA, E.G.DISTRICT,
A.P
- 22 F VENKATESAN S/O V PARTHASARATHY
AGED ABOUT 49 YEARS,
R/A FLAT 002, VIKAS RESIDENCY,
IST CROSS, KANAKA LAYOUT,
PADMANABANAGAR, BANGALORE-560 070
- 23 D R N SAM ASIR S/O S DAVID RATHINARAJ
AGED ABOUT 48 YEARS,
R/A NO.B1, CASABLANCA,
68, 5TH CROSS, P & T LAYOUT,
HORAMAVU MAIN ROAD,
BANGALORE-560 043
- 24 S ASWATHANARAYANA S/O LATE N M

SRINIVASIAH
AGED ABOUT 52 YEARS,
R/A NO.7/3399, 6TH CROSS,
BASAVESHWARANAGAR,
KOLLEGAL-571 440
CHAMARAJNAGAR DISTRICT

- 25 R S DESHPANDE S/O SRIPAD
AGED ABOUT 56 YEARS,
C/O ADITYA R DESHPANDE,
FLAT NO.3026, SOBHA IRIS,
OUTER RING ROAD, OPP. INTEL,
DEVARABISANAHALLI, BANGALORE
- 26 B SENTHIL KUMAR
S/O M BALASUBRAMANIAN
AGED ABOUT 52 YEARS,
R/A SAI DWARAKA, 28TH 4TH CROSS STREET,
PURUSHOTHAM NAGAR,
CHROMEPET, CHENNAI-600 046
- 27 S BALASUBRAMANIAN S/O B SETHURAMAN
AGED ABOUT 53 YEARS,
R/A STAFF QUARTERS, AMRITA SCHOOL OF ENG
26/27, OFF. SARJAPURA ROAD,
KASAVANAHALLI, BANGALORE-560 035
- 28 S V SUDARSHAN S/O S B VASANTHA RAJIAH
AGED ABOUT 53 YEARS,
R/A 296, 5TH MAIN, CANARA BANK COLONY,
VIDYARANYAPURA POST,
BANGALORE-560 097
- 29 DEVIDAS DOIJODE S/O NARAYANA RAO
AGED ABOUT 50 YEARS,
R/A AASTHA G1 BLOCK 6,
JAYANTI GARDENS APARTMENTS,
9TH MAIN, 7TH CROSS,
SHAKAMBARI NAGAR, J.P.NAGAR

PHASE-I, BANGALORE-560 078

- 30 H V PRASAD S/O H V VENKATESHAIAH
AGED ABOUT 51 YEARS,
R/A 42/3, EAST ANJANEYA TEMPLE STREET,
BASAVANAGUDI, BANGALORE-560 004
- 31 SMT SANDHYA VENKATESH D/O B C KULKARNI
AGED ABOUT 51 YEARS,
R/A 205, D1, 14TH MAIN,
SUBRAMANYA NAGAR,
BANGALORE
- 32 SHASHIKANTHA RAO BEKAL
S/O N R BEKAL
AGED ABOUT 59 YEARS,
R/A 2208, 23RD CROSS, 5TH MAIN,
II STAGE, BANASHANKARI,
BANGALORE-560 070
- 33 R N SATYA MURTHI S/O LATE R V NARAYANA RAO
AGED ABOUT 60 YEARS
R/AT NO 25, SRI RAMA 5TH CROSS,
0TH MAIN BSK III STAGE,
BANGALORE 560 085
- 34 H J CHITTARANJAN
S/O LATE H M JAYATHIRTHA RAO
AGED ABOUT 61 YEARS
R/AT NO 13, AMBA NILAYA, 13TH CROSS,
SWIMMING POOL, EXTENSION,
MALLESWARAM,
BANGALORE 560 003
- 35 K VASANTHA LAL S/O LATE S KRISHNA LAL
AGED ABOUT 60 YEARS
R/AT 15/2 4TH CROSS
GUPTHA LAYOUT, ULSOOR,
BANGALORE 560 008

- 36 DINESH SHIVARAM SHASTRI
S/O B SHVIARAM SHASTRI
AGED ABOUT 51 YEARS
R/AT NO 143, VINYASA PANDURANGANAGAR
OPP HSBC, BANNERGHATTA ROAD,
BANGALORE 560 076
- 37 T V SHASHIDHAR S/O LATE T VENKATA RAO
AGED ABOUT 55 YEARS
R/AT " ATRIA VILLA" GF 6,
DT ROAD, MALLESWARAM
BANGALORE 560 003
- 38 P PRAKASH PRABHU S/O P SARVOTHAM PRABHU
AGED ABOUT 52 YEARS
R/AT "KRISHNA NO 31, 13TH MAIN,
SHAKAMBARI NAGAR JP NAGAR,
I PHASE, BANGALORE 560 078
- 39 S BASAVARAJU S/O SIDE GOWDA
AGED ABOUT 51 YEARS
R/AT NO 7, MATHA 6TH CROSS,
SUPRAJA NAGARA,
KONANAKUNTE, BANGALORE
- 40 SMT H N GAYATHRI D/O H N NARASIMHA MURTHY
AGED ABOUT 51 YEARS
R/AT NO 347, TANMAYI 8TH CROSS,
PAVAMANA NAGARA GOTTIGERE,
BANNERGHATTA ROAD,
BANGALORE 560 083
- 41 T KRISHNA S/O MAHALINGA NAIK
AGED ABOUT 59 YEARS
R/AT NO 20, TYPE IV QUARTERS,
CVRDE OFFICERS COLONY
VIKASNAGARA, AVADI
CHENNAI 600 054

- 42 B N VENKATESH S/O B R NARAYANA
AGED ABOUT 55 YEARS
R/AT " KRISHNA DHAMA"
13/B, LAL BAHADUR SHASTRY ROAD,
PADMANABHANAGAR,
BANGALORE 560 070
- 43 S CHANDRASHEKAR S/O D SHANMUGAM
AGED ABOUT 54 YEARS
R/AT NO 46/3 5TH MAIN,
VENUGOPAL LAYOUT, SBM COLONY
ANAND NAGAR, BANGALORE 560 024
- 44 H M SHIVASHANKAR S/O LATE H V MUKUNDAIAH
AGED ABOUT 56 YEARS
R/AT 2627, DHRUTHI, 38TH CROSS,
9TH BLOCK, JAYANAGAR,
BANGALORE 560 069
- 45 P T NARASIMHAN S/O LATE P T RANGACHARI
AGED ABOUT 60 YEARS
R/AT NO 15/5, OLD NO 28/5, R R FLATS,
KRISHNAPURI R.A. PURAM
CHENNAI 600 028
- 46 S MURALI S/O LATE A R SRINIVASARAGHAVAN
AGED ABOUT 52 YEARS
R/AT FLAT NO 302 SAAPHIRE REGENCY
TOWERS, OFF GHOD BUNDER ROAD,
BEHIND MUCHHALA POLY TECH.
COLLEGE, KAVESAR, THANE WEST,
MUMBAI 400 601
- 47 K N CHINNAKRISHNAN S/O KC NARASIMHAN
R/AT 9/4, MGR STREET,
AGED ABOUT 57 YEARS, VENKATESAN
NAGAR, GKM COLONY, CHENNAI 600 082

- 48 M PALANIAPPAN S/O S M MANICKAM
AGED ABOUT 55 YEARS,
R/AT FLAT SF-4, 9/363, CHINNA ANDAN KOIL
NARAYANA NAGAR, KARUR 639 002
- 49 R RAAJ KUMAR S/O G RAJAGOPAL
AGED ABOUT 51 YEARS,
R/AT AG-2, SAJOTHI APARTMENTS
PLOT NO.13TH STREET
SATHYAVATHY NAGAR, PADI
CHENNAI 600 050
- 50 M D KANNAN S/O M R DESIKAN
AGED ABOUT 62 YEARS,
R/AT 39/1, 5E ASPEN GARDEN
8TH MILEJ, HESARGHATTA ROAD
BANGALORE 57.
- 51 B H GOVINDA REDDY S/O B HANUMAPPA
AGED ABOUT 61 YEARS,
R/AT NO.198-24, 9TH C MAIN
PIPELINE ROAD, VIJAYANAGAR
BANGALORE 40
- 52 V RAMADURAI S/O P V VARADAN
AGED ABOUT 55 YEARS,
C/O V JAGANNATHAN,
NEW NO.5, D B SHANMUGAM STREET,
AYANAVARAM CHENNMAI 600 023
- 53 V MADHAVA RAO S/O LATE S VENAKTCHALAI AH
AGED ABOUT 54 YEARS,
R/AT FLAT NO.302, 3RD FLOOR
NO.305-306, MAHAGIRI
RESIDENCY 9TH MAIN KHCS
BHUVANESHWARINAGAR,
J P POST BANGALORE 56
- 54 S R ESWARAN S/O LATE S SAMPANGI RAMAIAH

AGED ABOUT 59 YEARS,
R/AT NO.7-64, OLDPOST OFFICE STREET,
KUPPAM 517 425 A.P.

55 K M ANANTHASAYANAM S/O K S MUTHUKRISHNAN
AGED ABOUT 51 YEARS,
R/AT NO.29, FIRST FLOOR
N.G.G.O. COLONY MAIN RAOD,
ERODE 638 009.

56 SMT N UMA D/O M NATARAJAN
AGED ABOUT 51 YEARS,
R/AT FLAT NO.S/3, PRATHAMESH
APARTMENTS 17TH CROSS, 6TH MAIN,
MALLESHWARAM, BANGALORE 55

57 V L GANAPATHI SUBRAMANIAN
S/O V M LAKSHMINARAYANAN
AGED ABOUT 49 YEARS,
R/AT FLAT A4, ASHA THARANG,
45, BABU RAJENDRA PRASAD STREET,
WEST MAMBALAM CHENNAI 600 033

58 V PRASANNA KUMAR S/O C M VASUDEVA MURTHY
AGED ABOUT 46 YEARS,
R/AT NO.88-A, PAVANA DHAMA
I BLOCK, THYAGARAJA NAGAR
BANGALORE 560 082

59 S SRINIVASAN S/O S SUDNARA RAJAN
AGED ABOUT 49 YEARS,
R/AT 6/4, II FLOOR, VEVEKANANDANAGAR
LINK ROAD, VIVEKANANDANAGAR
BANGALORE 560 033

60 N MURALI S/O LATE R.NARAYANAN
AGED ABOUT 51 YEARS,
R/AT 76/5, II FLOOR JAMBU NIVAS DAGONAL
ROAD, V V PURAM, BANGALORE 4

- 61 R CHADNRASEKARAN S/O RAMARAO
AGED ABOUT 47 YEARS,
C/O MRS. VASANTHI MUKUNDARAO
I MAIN ROAD, KAVAL BYRASANDRA R T NAGAR
BANGALORE
- 62 FRANK ANTONY
S/O M ANTONY
AGED ABOUT 50 YEARS
R/A 611, 6TH MAIN, 1ST STAGE
2ND BLOCK, HBR LAYOUT
BANGALORE-560043
- 63 K S VASAN
S/O V KRISHNAMOORTHY
AGED ABOUT 50 YEARS
R/A L202, GOLDEN SQUARE
SUNDER NAGAR, KALINA
SANTA CRUZ EAST
MUMBAI-400 098
- 64 K RAMAKRISHNAN
S/O LATE K A KUMBESWARA IYER
AGED ABOUT 53 YEARS
R/A A 702, MEENAXI APARTMENTS
GEN A K VAIDYA MARG
GOKULDHAM, GOREGAON(E)
MUMBAI-400 063
- 65 RANJAN KUMAR
S/O SRI KRISHNA MOHAN SAHAI
AGED ABOUT 47 YEARS
R/A "KUSUM VILLA" ROAD NO.2
HOUSE NO. 2/36, INDRAPURI
PATNA-800 024
- 66 R S DODDA BYREGOWDA

S/O LATE R M SHIVANNA
AGED ABOUT 52 YEARS
R/A NO. 350, 1ST CROSS, 5TH MAIN
CANARA BANK LAYOUT
KODIGEHEALLI, VIDYARANYAPURA(PO)
BANGALORE-560 097

67 T N SUNDARAM,
FLAT NO.6, NEW COSMOS CO-OP
HOUSING SOCIETY, JUHU
VERSOVA LINK ROAD, ANDHERI(WEST)
MUMBAI-400 053

68 RAMADAS NAYAK
S/O K MANJUNATH NAYAK
AGED ABOUT 59 YEARS
R/A NO. 305, CRYSTAL APARTMENTS
KODIALGUTHU (WEST)
MANGALORE

69 G B KULKARNI
S/O B G KULKARNI
AGED ABOUT 64 YEARS
R/A NO. 848, 6TH MAIN, KSRTC LAYOUT
J P NAGAR II PHASE
BANGALORE-560 078

70 K V SUBRAMANIAN
S/O S V RAJAN
AGED ABOUT 61 YEARS
R/A A-48, "SAIKRUPA", RAMANIS
MAYURI, CHINNAVEDAMPATTI
COIMBATORE- 641 049

71 SMT. S USHA
D/O R SRINIVASAN
AGED ABOUT 52 YEARS
R/A 8, 19TH MAIN, 20TH CROSS
M S B ROAD, S M S LAYOUT

J P NAGAR, 5TH PHASE
BANGALORE

- 72 ANAND BHASKAR PRASADE
S/O LATE BHASKAR LAXMAN PRASADE
AGED ABOUT 59 YEARS
R/A B1/206 BORIVLI HURIOM CHSL
S V ROAD, BORIVLI(W)
MUMBAI-400 092
- 73 N RAGHUNATHAN
S/O A K NARAYANA IYER
AGED ABOUT 52 YEARS
R/A OLD NO. 62A, NEW NO. 17A
GAJAPAJTHY STREET
SHENOY NAGAR, CHENNAI-600 030
- 74 K S SHEKAR
S/O K S SANTHANA GOPALAN
AGED ABOUT 57 YEARS
R/A HT-3, "ANIRUDDH"
VASUNDHARA APARTMENTS
AGRINI HOUSING COMPLEX, 78, TPK ROAD
ANDALPURAM, MADURAI-625 003
- 75 RAMACHANDRA V HEGDE
S/O VENKARAMANA HEGDE
AGED ABOUT 56 YEARS
R/A 128, "VEDIKE", SECTOR 2
4TH CROSS, NOBONAGAR
OPP: BANNERGHATTA ROAD
S O S POST OFFICE, BANGALORE-560 076
- 76 M V KUMAR
S/O LATE M K VENKATA RAO
AGED ABOUT 59 YEARS
R/A NO. 85, 2ND FLOOR, 20TH MAIN
J C NAGAR, MAHALAKSHMIPURAM
BANGALORE-560 086

- 77 P MANJUNATH PAI
AGED ABOUT 60 YEARS
S/O P LAKSHMAN PAI
R/A NO. 138, 6TH CROSS, I SECTOR,
NOBONAGAR, BANNERGHATTA ROAD,
BANGALORE- 560 076
- 78 B VISHWANATHA PAI
AGED ABOUT 60 YEARS
S/O B GOPAL PAI
R/AT NO. 16, " ANURADAH " 17TH MAIN,
1ST CROSS, AICOBOO NAGAR,
I PHASE , BANGALORE- 560 068
- 79 A SRINIVASAN
AGED ABOUT 49 YEARS
S/O K N ARUNCHALAM
R/AT NO. 9/19, DR. NATESAN SALAI,
ASHOKNAGAR, CHENNAI- 600 083
- 80 SHARADA MOHAN
AGED ABOUT 53 YEARS
D/O N K RANGANATHAN
R/A NO. 91, 5TH MAIN, 5TH CROSS,
2ND STAGE, RPC LAY-OUT,
VIJAYANAGAR, BANGALORE- 560 040
- 81 VISHAL RAGHAVENDRA DESHPANDE
AGED ABOUT 51 YEARS
S/O RAGHAVENDRA H DESHPANDE
R/AT " ANUGRAHA ", 4TH MAIN,
1ST CROSS, GANDHINAGAR,
DHARWAD- 580 004
- 82 SUMATHI KRISHNAMURTHY
AGED ABOUT 47 YEARS
S/O K S SRINIVASAN,
R/AT 987, V BLOCK, 66TH CROSS,

RAJAJINAGAR,
BANGALORE- 560 010

- 83 ASHOK RAO
AGED ABOUT 57 YEARS
S/O B H RAO
R/A CH# 15, 4TH MAIN, 5TH CROSS,
SARASWATHIPURAM,
MYSORE- 570 009
- 84 SUBHASH VISHNUPANT KALE
AGED ABOUT 60 YEARS
S/O VISHNUPANT MAARTAND KALE,
R/AT FLAT NO. 101, BROOK SIDE
CHS LTD., RAMNAGAR COLONY,
BAVDHAN, PUNE- 411 021
- 85 S A PATIL
AGED ABOUT 60 YEARS
S/O AYYANAGOWDA PATIL
R/AT PLOT NO. 478, SREE
VEERABHADRESHWARA KRUPA,
RAMTEERTHANAGAR,
BELGAUM
- 86 T SATHYANARAYANA
AGED ABOUT 59 YEARS
S/O T N SADGURU MURTHY
R/AT HOUSE N. 96, 7TH MAIN,
V R LAY-OUT, MATHIKERE,
BANGALORE- 560 054
- 87 S JAYARAMAN
AGED ABOUT 62 YEARS
S/O S SUBRAMANIAM
R/AT FLAT 3A, ARCOT VILLA,
18, MOSQUE ROAD, FRASER TOWN,
BANGAORE- 560 005

- 88 B PARAMESHWARAM
AGED ABOUT 48 YEARS
S/O D BALASUBRAMANIAN
R/AT NO. 56, WHEELERS ROAD,
II CROSS, SINDHI COLONY,
BANGALORE- 560 005
- 89 KRISHNAVENI. R. MAYYA
AGED ABOUT 61 YEARS
S/O P VASUDEVA UPADHYAYA
R/AT NO. 714, 38TH CROSS,
17TH MAIN, 4TH " T" BLOCK,
JAYANAGAR, BANGALORE- 560 011
- 90 A R MADHAVAN
AGED ABOUT 62 YEARS
S/O LATE DR. K. RAJAGOPAL
R/A NO. B 007 GARADI APARTMENTS,
K R ROAD, TATA SILK FARM,
BASAVANGUDI,
BANGALORE- 560 004
- 91 R S YADAV
AGED ABOUT 61 YEARS
S/O J B JADAV
NO. 689, SECTOR 4A,
R/A AVOS VIKAS COLONY,
SIKANDRA, AGRA- 282 007
- 92 V S JAYRAM
AGED ABOUT 52 YEARS
S/O LATE V S SREENIVASAN
R/A NO. 159, TEACHERS COLONY,
6TH CROSS, BSK II STAGE,
BANGALORE- 560 070
- 93 C SRINIVASA REDDY
AGED ABOUT 63 YEARS

S/O LATE CHENNA REDDY
R/AT NO. 152, 4TH CROSS, 6TH MAIN,
J P NAGAR III PHASE,
BANGALORE- 560 078

- 94 D.KRISHNADOSS,
AGED ABOUT 48 YEARS
S/O LATE E.S.DAMODARAN,
R/A NO.1A, BLOCK-C,
MAHALAKSHMI FLATS,
45, GUGAN STREET, KODAMBAKKAM,
CHENNAI 600 024
- 95 N.RAMU, AGED ABOUT 53 YEARS
S/O LATE SRI. NARAYANAPPA,
NO.722, 7TH B CROSS,
8TH MAIN, SHASTRINAGAR,
TYAGARAJANAGAR P.O.,
BANGALORE-560 028
- 96 R.SHANKARANARAYANA
AGED ABOUT 52 YEARS
S/O LATE S.L.RAJAGOPAL
R/A NO.204, 7TH CROSS,
TEACHERS COLONY, 2ND STAGE,
SUBRAMANYAPURA ROAD,
NEAR BANASHANKARI,
BANGALORE-560 050
- 97 B.MONOHARAN,
AGED ABOUT 52 YEARS
S/O BALAJI SINGH
R/A A-703, GOKULAM APARTMENT,
8TH MILE, KANAKAPURA ROAD,
VASANTHAPURA,
BANGALORE-560 062
- 98 N.PUSHPAKARAN,
AGED ABOUT 54 YEARS

S/O NAGABUSHANAM,
R/A NO.113, BASKAR COLONY,
III STREET VIRUGAMBAKKAM,
CHENNAI-600 092

- 99 A.K.SUBRAMANIAN NAMBOODIRI
AGED ABOUT 56 YEARS
S/O A.K.KRISHNAN NAMBOODIRI,
R/A B 101, SRADDHA SPLENDOR,
RAMAGONDANAHALLI, WHITEFIELD,
BANGALORE-560 066
- 100 K.A.GOVINDA RAO
AGED ABOUT 47 YEARS
S/O K.ANANTHA SWAMY RAO,
R/A NO.16, GURU ANUGRAHA,
7TH CROSS, UDAYAGIRI I STAGE,
MYSORE 570 019
- 101 M.NAGESH PRABHU
AGED ABOUT 51 YEARS
S/O V.S.PRABHUM
R/A TREASURY MANAGER
M/S LULU INTERNATIONAL EXCHANGE
ABUDABI
- 102 K.SURESH K PAI,
AGED ABOUT 58 YEARS
S/O LATE K.SUBRAYA PAL,
R/A E-1, 5TH FLOOR, SRI SHARADA
APARTMENTS 7TH CROSS,
GANDHINAGAR, MANGALORE 575003
- 103 T.DINAKAR
AGED ABOUT 59 YEARS
S/O TMADHAVA MAYYA,
R/A NO.204, ANAND APARTMENTS,

PINTO S LANE, KARANGALPADY
MANGALORE-575 003

- 104 MS MANDAKINI MURTHY,
AGED ABOUT 59 YEARS
D/O GLSLMURTI,
R/A C/O D.N.VENKAT RAO, 1242
8TH A CROSS, GIRINGAR II PHASE,
BANGALORE-560085
- 105 C.V.SUNDARA RAO,
AGED ABOUT 61 YEARS
S/O JAYARAMAIAH,
R/A H.NO.7258, YADAV STREET,
R.N.PET, NELLORE 524001
- 106 M.MURALI,
AGED ABOUT 57 YEARS
S/O R.MACHAVACHARI,
R/A C/O MR. S JAYARAM, 159,
TEACHERS COLONY, 6TH CROSS,
BSK II STAGE, NEAR KADIRANALLI CORSS,
BANGALORE 560 070
- 107 GURUPRASAD SHENOY
AGED 47 YEARS
S/O B K SHENOY
R/A FLAT NO.102, TOWER 19,
ORCHID PETALS, SOHNA ROAD,
GURGAON – 122 001
- 108 ANAND B TALGERI
AGED 47 YEARS
S/O BALACHANDRA M TALGERI
R/A SF 9, ATRIA VILLA, PALACE
GUTTAHALLI ROAD, MALLESWARAM,
BANGALORE - 560 003
- 109 R NAGASUBRAMANIAN

AGED 44 YEARS
S/O S RAMAMOORTHY
R/A C/O R MEENAKSHI, 94,
PRASHANT APARTMENTS,
PAPTARGANG, NEW DELHI - 110 092

110 RAVADA SUDHAKAR
AGED 58 YEARS
S/O LATE RAVADA GUNNESWARA RAO
R/A C/O RVS SHEKAR, FLAT NO.404,
BLOCK 9, HILL RIDGE STRINGS,
GACHIBOWLI,
HYDERABAD - 500 032

111 LAKSHMANA KUMAR PARIMI
AGED 51 YEARS
S/O DURGA PRASAD RAO PARIMI
R/A H NO.37, EWS, B K GUDA
S R NAGAR,
HYDERABAD - 500 038

112 M V RAO
AGED 59 YEARS
S/O LATE M VEERABHADRA RAO
R/A FLAT NO.201, D NO.6-3-1195/96
K P APARTMENTS, BEGUMPET,
KUNDANBAGH LANE,
HYDERABAD - 500 016

113 C K S BHASKAR
AGED 57 YEARS
S/O LATE C RAGHAVA RAO
R/A 1-8-725/A/1, 1ST FLOOR,
VEGETABLE MARKET ROAD,
NALLAKUNTA,
HYDERABAD - 500 044

114 S B R BABUJI

AGED 60 YEARS
S/O LATE S V S MAWYAH,
R/A FLAT NO.103, MAGADHA TOWERS,
H NO.1-9-3 & 1-9-9/6,
STREET NO.1, RAMNAGAR,
HYDERABAD - 500 020

- 115 K V NAGESHWARA RAO
AGED 55 YEARS
S/O LATE SURYANARAYANA
R/A F.105, VIVEK VARDHAN,
APARTMENTS, 1-1-421/1, GANDHINAGAR,
HYDERABAD - 500 080
- 116 V KISHORI
AGED 58 YEARS
W/O VAJRAMANI SRINIVAS
R/A NO.785/A, 5TH CROSS,
7TH MAIN, MAHALAXMI LAY-OUT,
HYDERABAD - 500 045
- 117 S MALLIKARJUNA
AGED 55 YEARS
S/O S SESHIAH
R/A FLAT NO.301, PRASANT NIVAS,
ROOM NO.2, EXTN. JUBLEEHILLS,
HYDERABAD - 500 045
- 118 MOHAN SHETTY
AGED 55 YEARS
S/O SHEENA SHETTY
R/AT NO.603, HANDARSHAN APTS,
SJP ROAD, BORIVLI WEST,
MUMBAI - 92
- 119 K RATNAKAR SHENOY
AGED 54 YEARS
S/O LATE K VITTALDDAS SHENOY
R/A 12-1-92, MITHILA COMPOUND,

DONGERKERY ROAD,
MANGALORE 575 003

- 120 PHADKE DURGA RAMAN
AGED 57 YEARS
W/O RAMAN SHANKAR PHADKE,
R/A 780.2, YESHWANT SHREE,
SHIVAJINAGAR,
PUNE - 411 004
- 121 S P DATAR
AGED 58 YEARS
S/O DATAR PRABHAKAR GAJANAN
R/A SARTHAK, 669.3, SANJAWAT,
SDC, BIBWEWADI,
PUNE - 37
- 122 BALIGA VASUDEEV VISHWANATH
S/O.BALIGA VISHWANATH
AGED ABOUT 60 YEARS,
R/A FLAT NO.1, ARUNIMA APARTMENTS
BHUSARI COLONY, PAVD ROAD,
S NO.98/67, KOTHRUD,
PUNE 411 038
- 123 D G NAMJOSHI
S/O.GOVIND NAMJOSHI
AGED ABOUT 60 YEARS,
R/A 2/51, RAMANAND, CO OP
HOUSING SOCIETY, SUBHASH ROAD,
VILE PARLE (E) MUMBAI 400 057
- 124 RAMESH CHAND
S/O.LATE SH CHIRANJILAL
AGED ABOUT 59 YEARS,
R/A M N 117, BLOCK C
SECTOR 11, FARIDBAD- 121 006
HARYANA

- 125 BHIMRAO BHAMADAS HAJARE
S/O.BHAMADAS HAJARE
AGED ABOUT 59 YEARS,
R/A AVANDI APARTMENT A
WING FLAT NO.203, LEFT BHUSARI
COLONY PAND ROAD, KOTHROD
PUNE 411 038
- 126 G H DESAI
S/O.HARI PANDURANG DESAI
AGED ABOUT 60 YEARS,
R/A B.405, MULUND KUMAR CHS LTD
EASTERN EXP HISHWAY MULUND
MUMBAI 81
- 127 VILAS DINKAR SOMAN
S/O.DINKAR MUKUND SOMAN
AGED ABOUT 54 YEARS,
R/A C/203, MULUND SHREE SAWAN CHS
MHADA COLONY, NAVGHAR ROAD,
MUMBAI 400 081
- 128 M JAYA BHARATHI
S/O.M RAMARAM BHAT
AGED ABOUT 50 YEARS,
R/O.NO.127, GF 1ST STAGE,
10TH CROSS, INDIRANAGAR,
BANGALORE 560 038
- ...PETITIONERS

(BY SRI. M N PRASANNA FOR P.S.RAJAGOPAL & ASSTS., ADVS.,)

AND :

- 1 CANARA BANK
A BODY CONSTITUTED UNDER THE
BANKING COMPANIES' (ACQUISITION & TRANSFER OF
UNDERTAKINGS) ACT 1970,
HEAD OFFICE 112, J C ROAD,
BANGALORE 560 002

- 2 INDIAN BANKS ASSOCIATION
WORLD TRADE CENTRE COMPLEX,
CENTRE-I, 6TH FLOOR, CUFFE PARADE
MUMBAI 400 005, REP BY ITS CHAIRMAN
- 3 UNION OF INDIA
BY ITS SECRETARY TO GOVERNMENT
MINISTRY OF FINANCE
DEPARTMENT OF FINANCIAL SERVICES
BANKING DIVISION, JEEVAN DEEP BUILDING
PARLIAMENT STREET,
NEW DELHI 110 001 ...RESPONDENTS

(BY K.SUBHA ANANTHI, ADV. FOR M/S KASTURI ASSTS.,ADVS.,
FOR R1 & R2; SRI. S PRAKASH SHETTY CGC FOR R3)

WRIT PETITION NO.7245/2011 IS FILED UNDER ARTICLES 226 & 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE ORDER DATED 19.10.2010 UNDER ANNEXURE-K TO THE WRIT PETITION, AND ORDER DATED 8.11.2010 UNDER ANNEXURE-M TO THE WRIT PETITION, ISSUED BY THE 1ST RESPONDENT / BANK AND DIRECT THE 1ST RESPONDENT / BANK BY ISSUE OF A WRIT IN THE NATURE OF MANDAMUS TO ACCEPT THE OPTION EXERCISED BY THE PETITIONER BY HIS LETTER DATED 17.9.2010 TO COME OVER TO PENSION SCHEME OF THE BANK, TREAT HIM AS PENSION OPTEE AND GRANT HIM ALL BENEFITS THAT FLOW FROM H.O. CIRCULAR NO.670/2010 DATED 24TH AUGUST 2010 UNDER ANNEXURE-G TO THE WRIT PETITION, FORTHWITH.

WRIT PETITION NOS.122-135/2011 ARE FILED UNDER ARTICLE 226 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE ORDERS DTD.25.9.10 ISSUED TO THE P1 DTD.24.9.10 ISSUED TO THE P2 DTD 12.10.10 ISSUED TO THE P7 DTD 25.10.10 ISSUED TO THE P10 AND DTD 6.10.10 ISSUED TO THE P14 ALL BY THE R1 BANK PRODUCED AT ANNEXS-EE, EE1, EE2, EE3 AND EE4 RESPECTIVELY BY WHICH THE R1 BANK HAS REJECTED THE APPLICATION OF THE PETITIONERS FOR OPTING FOR PENSION & ETC.,

WRIT PETITION NOS.7718/-7746/2011 ARE FILED UNDER ARTICLES 226 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE LAST SENTENCE READING- "SIMILARLY EMPLOYEES WHO HAVE GONE ON VRS UNDER VRS SCHEME EXISTING in the BANK ARE ALSO NOT ELIGIBLE TO OPT" - AT CLAUSE (5) OF ANNEXURE TO CIRCULAR DTD.21.8.2010 (UNDER ANNEXURE-X TO THE WRIT PETITION) AS CONTRARY TO THE SETTLEMENT AND JOINT NOT DATED 27.4.2010 & ETC.,

WRIT PETITION NOS.8103-8109/2011, 40431-40461/2010, 40850-40917/2010 ARE FILED UNDER ARTICLE 226 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE PHRASE 'ON SUPERANNUATION' APPEARING INELIGIBILITY CONDITION NO.2 READING THOSE WHO WERE IN THE SERVICE OF THE BANK PRIOR TO 29.9.1995 AND CONTINUED TO BE IN THE SERVICE ON OR AFTER THE SAID DATE AND RETIRED ON SUPERANNUATION AFTER THAT DATE AND THE SENTENCE READING AT CLAUSE 7 OF MODALITIES OF NEW OPTION READING EMPLOYEES OF NEW OPTION READING EMPLOYEES WHO CEASED TO BE in the SERVICE OF THE BANK ON OR AFTER 29.9.1995 BY ANY OTHER MODE OF VOLUNTARY RETIREMENT OTHER THAN UNDER THE SPECIAL VRS 2000 SCHEME SHALL NOT BE ELIGIBLE TO OPT FOR PENSION & ETC.,

WRIT PETITION NOS.13558-559/2011 ARE FILED UNDER ARTICLE 226 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH CLAUSE (V) OF THE CIRCULAR DATED 28.08.2010 BEARING NO.PER 2010-11/51 UNDER ANNEX. Z) to the WRIT PETITION) IN SO FAR IT EXCLUDES THE PETITIONERS WHO HAVE VOLUNTARILY RETIRED UNDER REGULATION 19 AS CONTRARY TO THE SETTLEMENT AND JOINT NOTE DATED 27.04.2010, NEGOTIATIONS LEADING THERETO AND ALSO VIOLATIVE OF STATE BANK OF HYDERABAD (EMPLOYEES) PENSION REGULATIONS, 1995 AND STATE BANK OF HYDERABAD OFFICERS' SERVICE REGULATIONS 1979 AND AS BEING VIOLATIVE OF ARTICLES 14, 16(1), 21 AND 41 OF THE CONSTITUTION OF INDIA BY ISSUE OF AN APPROPRIATE WRIT, ORDER OR DIRECTION AND CONSEQUENTLY QUASH ORDER

DATED 26TH OCTOBER 2010 (UNDER ANNEX, EE TO THE WRIT PETITION AND ORDER DATED 26TH OCTOBER 2010 & ETC.,

WRIT PETITION NO.39683/2010 IS FILED UNDER ARTICLE 226 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH CLAUSE (7) UNDER CHAPTER "GENERAL INSTRUCTIONS" CONTAINED IN THE TERMS AND CONDITIONS OF EXTENDING ANOTHER OPTION TO JOIN THE PENSION SCHEME BY THOSE WHO DID NOT OPT FOR PENSION EARLIER UNDER CIRCULAR DATED 16.9.2010 (UNDER ANNEXURE-L TO THE WRIT PETITION) READING & ETC.,

WRIT PETITION NOS.23522-553/2011 ARE FILED UNDER ARTICLE 226 & 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE ANNEX.K TO THE BANK CIRCULAR BEARING NO.297/2010 INDEX NO.STF-18 DATED 21.08.2010 READING "SIMILARLY EMPLOYEES WHO HAVE GONE ON VRS UNDER VRS SCHEME EXISTING IN THE BANK ARE ALSO NOT ELIGIBLE TO OPT." AND QUASH THE SAME & ETC.,

WRIT PETITION NO.24739/2011 IS FILED UNDER ARTICLE 226 & 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE ENDORSEMENT ISSUED BY THE RESPONDENT-BANK DT.21.12.10 VIDE ANNEX-H TO THE WP & ETC.,

WRIT PETITION NOS.36917-920/2011 ARE FILED UNDER ARTICLE 226 & 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE ENDORSEMENTS/LETTERS (1) DATED 6.12.2010 AND (2) DATED 12.8.2011 (3) DATED 6.12.2010, (4) DATED 6.12.2010 ISSUED TO THE PETITIONERS 1 TO 4 THE ORIGINALS OF WHICH ARE PRODUCED AND MARKED AS ANNEXURES-F, G,H & J RESPECTIVELY, ISSUED BY THE CHIEF MANAGER (PGP) OF THE 2ND RESPONDENT-BANK, SINCE THE SAME ARE ARBITRARY AND ILLEGAL AND ALSO IN VIOLATION OF ARTICLES 14 & 16 OF THE CONSTITUTION OF INDIA & ETC.,

WRIT PETITION NO.1154/2012 IS FILED UNDER ARTICLE 226 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE

ORDER DATED 13.10.2010 VIDE ANNEXURE-R. ISSUED BY THE 1ST RESPONDENT BANK AND DIRECT THE 1ST RESPONDENT/BANK BY ISSUE OF A WRIT IN THE NATURE OF MANDAMUS TO ACCEPT THE OPTION OF THE PETITIONER FOR PENSION UNDER THE SETTLEMENT DATED 27.4.2010 AND GRANT HIM ALL CONSEQUENTIAL BENEFITS THAT FLOW THEREFROM.

WRIT PETITION NOS.32048-51/2011 ARE FILED UNDER ARTICLE 226 & 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE ENDORSEMENTS (1) DTD.6.12.10 AND (2) DTD.6.12.10 (3) DTD.6.12.10 AND (4) 6.12.10 THE ORIGINAL OF WHICH ARE PRODUCED AND MARKED AS ANNEX-G & K RESPECTIVELY, ISSUED BY THE CHIEF MANAGER (PGP) OF THE R2-BANK, SINCE THE SAME ARE ARBITRARY AND ILLEGAL AND ALSO IN VIOLATION OF ARTICLES 14 AND 16 OF THE CONSTITUTION OF INDIA & ETC.,

WRIT PETITION NO.13322/2011 IS FILED UNDER ARTICLE 226 & 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE ENDORSEMENT DT.6.12.10, THE ORIGINAL OF WHICH IS PRODUCED & MARKED AS ANN-H , ISSUED BY THE CHIEF MANAGER (PGP) OF THE R2 BANK, SINCE THE SAME IS ARBITRARY & ILLEGAL & ALSO IN VIOLATION OF ARTICLES 14 & 16 OF THE CONSTITUTION OF INDIA & ETC.,

WRIT PETITION NOS.25641 & 25642/2011 ARE FILED UNDER ARTICLE 226 & 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE ENDORSEMENT DT.6.12.10 AND DATED 6.12.10 THE ORIGINALS OF WHICH ARE PRODUCED AND MARKED AS ANNEX-E & F RESPECTIVELY, ISSUED BY THE CHIEF MANAGER OF THE R2 BANK, SINCE THE SAME ARE ARBITRARY AND ILLEGAL AND ALSO IN VIOLATION OF ART, 14 & 16 OF THE CONSTITUTION OF INDIA & ETC.,

WRIT PETITION NOS.32475-32602/2010 ARE FILED UNDER ARTICLE 226 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE LAST SENTENCE READING – 'SIMILARLY EMPLOYEES WHO HAVE GONE ON VRS UNDER VRS SCHEME EXISTING IN THE BANK ARE ALSO NOT ELIGIBLE TO OPT' – AT CLAUSE (5) OF

ANNEXURE TO CIRCULAR NO.297/2010 DATED 21.08.2010 (UNDER ANNEXURE W TO THE WRIT PETITION) AS CONTRARY TO THE SETTLEMENT AND JOINT NOTE DATED 27.04.2010, NEGOTIATIONS LEADING TERE TO AND ALSO VIOLATIVE OF CANARA BANK (EMPLOYEES) PENSION REGULATIONS, 1995 AND CANARA BANK OFFICERS' SERVICE REGULATIONS 1979 AND AS BEING VIOLATIVE OF ARTICLES 14, 16(1), 21 AND 41 OF THE CONSTITUTION OF INDIA BY ISSUE OF AN APPROPRIATE WRIT & ETC.,

THESE PETITIONS COMING ON FOR DICTATING ORDERS THIS DAY, THE COURT MADE THE FOLLOWING:

ORDER

All these petitioners being denied of pensionary benefits under the joint note dated 27.4.2010, are before this Court.

2. The brief background of these cases is that:

3. There was a persistent demand for pension as a third terminal benefit. In the banking industry, except the payment of provident fund and the gratuity, there was no provision for pensionary benefit. The service conditions of the employees was based on the terms of settlement between the employees' Union and the Management, based on such settlement, the Bank was framing the regulation with the approval of the Central Government. However, the Banking Industry

noticing the persistent demand, constituted a non-statutory body called “The Indian Banks Association” (in short referred as 'I.B.A.') to negotiate with the employees' association and various Trade Unions of the Banks.

4. The IV Pay Commission submitted its report on 1.1.1986, recommending the liberalised pension scheme for the Central Government employees. The Bank Employees' Association and the Trade Unions of the Banks found that, the liberalised pension scheme also be introduced in the Banking industry, as the liberalised pension scheme is recommended by the IV Pay Commission for Central Government employees. Added to this, the Reserve Bank of India introduced pension scheme for its employees on 1.11.1990, with effect from 1.1.1986. Boosted by the Reserve Bank of India's decision to provide pensionary benefit to its employees, the banking employees intensified their demonstration. When, despite their repeated demands, and agitation, both the Central Government as well as the I.B.A. did not heed to their request, the Trade Unions of the Banks decided to go on indefinite strike and call notice was given to go on strike from

2.11.1993. In the meanwhile, the I.B.A. having noticed the seriousness of the situation, for the first time, the I.B.A. and the Trade Union agreed to meet on the issue of providing pension to the Bank employees, accordingly, on 21.10.1993, they agreed to formulate the pensionary scheme on par with R.B.I. In pursuance of negotiations on 25.10.93 a recommendation was sent to the Government of India for adopting pensionary benefit to the employees of the commercial banks. In furtherance of recommendation, both agreed to fix a date for signing the agreement. As many as 59 banks represented through I.B.A. signed the memorandum of agreement on 29.10.1993, fixing the effective date from 1.11.1993. It was agreed to introduce the pensionary benefit as a second retirement benefit, as against the contributory provident fund.

5. The said scheme was made applicable to those employees, who were in service as on 1.1.1986 and retired thereafter including existing employees. A draft circulars were prepared by various banks accordingly for the benefit of Bank employees, an information was issued to enable the intending employees for exercising their option for opting the pensionary benefit, however, the circular/regulations

contained a clause for forfeiture of pension in case the employee is found to be involved in a strike against the Bank. However, in bipartite agreement, it was not agreed. This clause was contrary to the terms of the settlement agreed to between the Trade Union and the I.B.A. Apprehending the forfeiture, only 48% of the employees opted for pensionary benefit, 52%, they did not exercise their option and sought for different mode of terminal benefits like V.R.S., resignation or under other schemes.

6. In the meanwhile, some of the employees, who could not exercise option in time, sought for extension of time, and on refusal of the same, approached this Court. The said writ petitions came to be dismissed, against which, writ appeals were filed and writ appeals also came to be dismissed, as against which, S.L.P.No.3634/2006 and other connected petitions were filed before the Apex Court, the Apex Court by order dated 22.2.2008 granted leave.

7. After the grant of leave and while the civil appeals were pending, second round of negotiation started between the I.B.A. and the Employees' Trade Unions of the Banks for granting second option,

accordingly, on 25/26.2.2008, a meeting was held, in the said meeting, it was agreed to grant second option to the employees, who could not exercise their option earlier. On 27.10.2007, a memorandum was also entered into and finally, a joint note came to be signed on 27.4.2010 by the Indian Bank Association and the Trade Union of the employees of the Banks and other parties. The joint note provided for second option to those, who had not exercised their option at the first instance, were provided to exercise second option. The said benefit was made applicable to such of employees, who were in service prior to 29.9.1995 in respect of nationalized bank and 26.3.1996 in respect of other banks, and who continued in service till 27.4.2010 or had retired, they could exercise their option within 60 days from the date of joint note.

8. Petitioners herein, who could not exercise the option at first instance, exercised their option within the stipulated time, as per the joint note. However, their request for grant of pension was rejected by the respondent - Banks by issuing endorsements/communications mainly on the grounds that:

- 1) as they have resigned; or
- 2) voluntary retirement opted by them does not come within the purview of pension regulation; or
- 3) the scheme under which they have retired, does not provide for pension, as their retirement is not on attaining the age of superannuation or is under voluntary retirement under Regulation 29 of the Pension Regulations of 1995.

9. As against such rejections, petitioners are before this Court.

10. Sri.P.S.Rajagopal, learned Senior Counsel appearing for some of the writ petitioners submitted that, the joint note dated 27.4.2010, permits all such employees of the Banks, who were in service prior to 29.9.1995 and continued in service till the date of joint note or retired before the date of joint note to opt for pension, and the petitioners come within the requirement. He relied on the terms and conditions of the joint note and referred to the same. The relevant terms of joint note reads as under:

“Another option for joining the existing Pension

Scheme shall be extended to those Officers”

(2)(a) who were in the service of the bank prior to 29th September 1995 in case of Nationalized Banks/26th March 1996 in case of Associate Banks of State Bank of India and continue in the service of the bank on the date of this Joint Note;

(b) exercise an option in writing within 60 days from the date of offer, to become a member of the Pension Fund and

(c) authorise the Trust of the Provident Fund of the bank to transfer the entire contribution of the bank along with interest accrued thereon to the credit of the Pension Fund.

(3)(a) were in service of the bank prior to 29th September 1995 in case of Nationalized Banks/26th March 1996 in case of Associate Banks of State Bank of India and retired after that date and prior to the date of this Joint Note;

(b) exercise an option in writing within 60 days from the date of offer to become a member of the Pension Fund and

(c) refund within 30 days after expiry of the said period of 60 days, the entire amount of the bank's contribution to the Provident Fund and interest accrued there received by the officer on retirement together with his share in contribution towards meeting 30% of Rs.3115 crores which is estimated and reckoned as the funding gap for those eligible under Clause (3), (4) and (5) of the Joint Note. On an individual basis, the payment over and above the bank's contribution to Provident Fund and interest thereon has been worked out at 56% of the said amount of bank's contribution to Provident Fund and

interest thereon received by the officer on retirement.”

He further submitted that, the joint note came to be signed after prolonged discussion and deliberation between the Indian Banks Association and Trade Unions of the employees of the Banks. The main deliberation was as to provide second option, and to remove the forfeiture clause. The second option was agreed to enable such employee, who under the fear of forfeiture, could not exercise their option and opted for some other mode of retirement. The second option under joint note does not exclude the Bank employee, who had retired or resigned, if such employee has rendered qualifying service and comes within the terms of the joint note, then is entitled for second option.

11. The main terms of the joint note is that, the employees, who
(1) *were in service of the Bank prior to 29th September 1995 in case of nationalized banks/26.3.1996 in case of associate banks of State Bank of India and continued to be in service of the Bank as on the date of joint note.*

(2) were in service of the Bank prior to 29th September 1995 in case of nationalized bank/26.3.1996 in case of associate banks of State Bank of India retired after the said date and prior to the joint note.

12. All such employees are covered under the joint note. He submitted that, the petitioners herein are not questioning the terms of the joint note, but are claiming relief under the joint note. The joint note stipulates only two conditions, one that the officer must be in service prior to 29.9.1995 either he should have continued in service as on the date of joint note or he had retired before the joint note. The word "retired" contemplates all kinds of retirements from the service. The word "retired" is not qualified, to mean only on superannuation, to exclude other modes of retirement. To support his arguments, he also relied on clause (7) of the joint note and submitted that, even in case of retirement under Special Voluntary Scheme, such officers are also covered. This clause includes, even special class of retirement. All that is necessary is that, the Bank officer/employee must be in service prior to 29.9.1995 in case of Nationalized bank and 26th March 1996 in case of other Banks and continued in service till the date of

joint note or retired before the date of joint note, and he must have rendered qualifying service. In case of voluntary retirement, the required qualifying service is 20 years. These petitioners have fulfilled all conditions.

13. He contended that, in case of special voluntary retirement scheme, the qualifying service is reduced to 15 years, still they are eligible under Clause 7 of the joint note. Hence, submitted that, there is no reason to exclude the petitioners from the pension scheme.

14. He further submitted that, the pension scheme is applicable to the Bank employees, who are covered under the different clauses of joint note, who fulfill the condition that they were in service prior to 29.9.1995 either continued as on the date of joint note or retired before same, but had put in qualifying service, in case of voluntary retirement, 20 years, in case of special retirement under the Special Voluntary Retirement Scheme 15 years, and others who retired on attaining the age of superannuation, such of the employees were eligible to opt for pension under the Regulations.

15. He further submitted that, those who could not opt for pension at the first option, and retired either by voluntary retirement or resignation or retired under different scheme, but were covered under terms of joint note were eligible to exercise the second option. Some of the officials out of fear, they could not exercise their first option, and took retirement on voluntary scheme or resigned.

16. As regard to the resignation, he relied on the judgment of this Court as well as the Apex Court, and submitted that, even if the employee has resigned, what is important is not how his services come to an end, whether he was qualified to acquire voluntary retirement in terms of clause (29) of the Bank (Employees') Pension Regulations 1995, resignation does not disentitle the employee, if he is otherwise qualified under the pension scheme. To support his arguments, he relied on the following judgments:

1. ***AIR 2011 SC 2990*** in the matter of ***Sheelkumar Jain -vs- The New India Assurance Co.Ltd. & Ors.***;

2. Order passed in W.P.No.24158-24160/2011 dated 18.4.2012; Writ Appeal Nos.2956-2977/2012 dated 30th July 2012;

3. AIR 1997 SC 565 in the matter of *Union of India and others -vs- Lt.Col.P.S.Bhargava*;

4. 2009(16) SCC 422 in the matter of *Syndicate Bank -vs- Smt.Satya Srinath*

and submitted that, the learned Single Judge of this Court in W.P.Nos.24158-24160/2011 dated 18.4.2012 wherein Clause-7 of the Circular dated 7.9.2010 issued by the Vjaya Bank was called in question. The learned Single Judge held that, the Clause-7 of the Circular is violative of Article 14 of the Constitution of India *inter alia* observing that:

“In deciding the entitlement of an employee for pension and other pensionary benefits, the Court should necessarily bear in mind the well settled position in law that where an employee put in more than minimum qualifying service for pension under the relevant Regulations or the Rules, even in case of resignation after putting in the qualifying service, the employee would be entitled to pension and otherwise the rule denying the pension merely on the ground that the employee has resigned even though the employee has put in required service prescribed under the relevant Regulations or the Rules, will be violative of Article 14 postulates and the provision of Article 16 of the Constitution.”

17. The Division Bench of this Court in W.A.Nos.2956-2977/2012 by relying on the *Sheelkumar Jain's case (supra)* and

distinguishing the case in *UCO Bank -vs- Sanwar Mal* reported in *AIR 2004 SC 2135* has observed that:

“an Officer has to his credit the minimum period of qualifying service, he earns a right to get pension and as the Regulations stand that right to get pension can be taken away only if an order is passed under Regulations 3 or 16.”

Further submitted that, the Courts will have to keep in mind the purposes of the statutory provisions to grant pensionary benefits to employees, who have rendered minimum qualifying service. Merely because he has tendered resignation, it cannot be construed as to deprive of an employee of the benefit of the pension under the Scheme. This Court has upheld that even in case of resignation, an employee, if he is otherwise qualified and has to his credit the minimum period of qualifying service, he would become entitled for exercising his option for pensionary benefit under the Scheme.

18. Further, in the matter of *Satya Srinath's* case (supra), the Apex Court considering the retirement and the resignation has observed that, the officer, if he had a minimum qualifying service, he is entitled

for pension. He further submitted that, as far as resignation is concerned, the matter has been concluded by the decision of the Division Bench and also by the decision of the Apex Court, as such, even if the person has resigned, resignation by itself does not disentitle such officer.

19. He also submitted that, though some of the petitioners had earlier approached this Court, seeking extension of time and the said request was rejected by the learned Single Judge and also by the Division Bench, however, such officers had approached the Apex Court in S.L.P.No.3634/2006 and connected matters. The Apex Court by order dated 22.2.2008 was pleased to grant leave. After granting leave, the I.B.A. started negotiations for second option. Accordingly, the meeting held on 25/26.2.2008 and as a result of such negotiation, a joint note came to be signed on 27.4.2010. Having regard to these circumstances and the joint note providing for exercise of second option, the petitioners, who had approached the Apex Court, filed a miscellaneous application seeking to withdraw the Civil Appeals by specifically mentioning that, in view of the settlement providing for

second option, they may be permitted to withdraw the Civil Appeals. Accordingly, the Apex Court by its order dated 18.4.2012 permitted all the appellants to withdraw the Civil Appeals and the order of dismissal of the Civil Appeals as withdrawn reads as under:

“These applications have been filed by the appellants to withdraw the appeals in view of the settlement arrived at between the parties.

Learned Counsel appearing on behalf of respondent No.1 in I.A.No. . . . in Civil Appeal No.1366 of 2008 says that he does not have any objection.

In view of the above, the appeals are dismissed as withdrawn.”

20. The rights of the Bank officials, who had earlier filed writ petitions and the time was not extended, it did not extinguish their right to exercise their second option. The second option is provided to those, who could not exercise their option at the first instance. The second option that was provided was open to such officers. There is no bar or exclusion to exercise the second option. It is also not the terms of the joint note.

21. He further contended that, there is no distinction between the retirement on superannuation, voluntary retirement or voluntary retirement under the Special Scheme as long as the officers possess a minimum qualifying service, they can exercise the option for pensionary benefit by complying with the other terms and conditions therein. In this regard, he referred to the definition of “retired” under Clause-2 sub-clause (x) of the Pension Regulations 1995 and submitted that, Pension Regulations provide for three kinds of retirement viz.,

- (1) Retirement on attaining the age of superannuation;
- (2) Voluntary retirement in terms of Regulation 29 of the Regulations;
- (3) Premature retirement before attaining the age of superannuation.

He also referred to Clause-19 of the O.S.R. and submitted that, the purpose of Clause-19 of the O.S.R. is to determine the age of retirement, as the Clause-28 and Clause-29 of the Pension Regulations 1995, do not fix the age of retirement, they only provide for retirement on superannuation, voluntary retirement or special voluntary

retirement, but as far as determination of age is concerned, it is determined in pursuance of Clause-19 of OSR, as such, invoking of Clause-19 and treating some of the voluntary retirement as under Clause 19 does not make any difference between the voluntary retirement under Clause 29 of the Pension Regulations and retirement under the scheme under Clause 19 of O.S.R. Since all these petitioners have qualifying service as on 29.9.1995, some of them retired before signing of the joint note, some of them continued in service, when the petitioners possess the minimum qualifying service, use of the phrase 'voluntary retirement' under Clause 19 of O.S.R., does not make any difference as far as exercising the option under the joint note is concerned.

22. He also submitted that, when the settlement was arrived, the Banks were aware that the employees, who were in service as on 29.9.1995, who continued as on 27.4.2010 or, who had retired before the date of joint note will all be eligible for the benefit under the Pension Scheme, as such, the financial estimation was known and accordingly, the Banks were aware of the financial consequences.

Further, the rejection of their request for pension is not in terms of the joint note, but it is in terms of the circular, none of the rejection/communication have referred to the joint note, but they refer to the circular, as such, even if there is anything contained in the circular, which is contrary to the joint note, is not sustainable nor is binding on the petitioners.

23. Sri.V.S.Naik, learned Counsel appearing for some of the petitioners submitted that, the petitioners, who had exercised option under the “Exit Option Scheme”, though it is termed as Exit Option, but when the document was signed, it was treated as voluntary retirement. Further, even the Exit Option itself contemplated that the persons exercising the Exit Option are also eligible for exercising option for Pension Scheme, as the Pension Scheme was made applicable. Even otherwise, he relied on an unreported judgment of the Andhra Pradesh High Court in W.P.No.9069/2011 between *Sreeram Ramamurthy* and *Andhra Bank* and submitted that, while interpreting Clause 2 sub-clause (y), the definition of “retirement”, the Andhra Pradesh High Court has held that, the Joint Note as well as the circular

refer to the retirees from the bank and the word “retiree” in generic term includes all categories of retirees. Restricting the meaning of the said word only to those, who retired voluntarily or on superannuation, is not only against the object and purpose of the agreement under the Joint Note and the circular but would also amount to reading something else therein. Secondly, the definition of retirement, as defined under Clause-2 sub-clause (y) covers all cases of cessation from service. Hence, the word 'retired' used in the Joint Note and circular has to be understood broadly, as per definition.

24. He submitted that, even under the Exit Option Scheme itself provides that the persons opting for Exit Option are entitled for the pension. Though retirement is under Exit Scheme, but it was treated as voluntary retirement, as such, there was no reason to deny the benefit under the joint note for pensionary benefit.

25. Sri.Kasturi, learned Senior Counsel appearing for some of the respondents submitted that, joint note is a contract between the Officers' Association and the Indian Bank Association. The terms of

the contract cannot be altered or interpreted, they are binding, as they are, on the parties to the contract. If one party wants to alter, the second party has to have the notice and it must be in terms of Clauses-13 and 14 of the joint note, as such, petitioners cannot file a writ petition to address their grievance on interpretation of the terms of the joint note. He further submitted that, the term “resignation” and “retirement”, both are not synonyms, they have a different meaning, resignation is forfeiture of one's claim, retirement is happening of an event; resignation may occur at any time, but retirement occurs at certain point of time, as such, there is no reason to treat the resignation as retirement to invoke the terms of the settlement.

26. To support his contentions, he relied on the judgment reported in *(2004) 4 SCC 412* in the matter of *UCO Bank and Others -vs- Sanwar Mai* and submitted that, the terms agreed by the parties are binding on them, neither the court nor the parties can unilaterally alter the terms of contract, once they are agreed and signed.

27. Sri.Ramdas, learned Senior Counsel appearing for the I.B.A.

referred to bipartite settlement and the Pension Regulations 1995 and also O.S.R. and submitted that, before referring to the joint note, the background of the joint note is necessary. Various financial implications are involved. Having regard to the financial implications and having regard to the long drawn negotiation, joint note came to be signed and joint note restricts the benefit only to such employees, who covered under it.

28. The word “retirement” in the joint note is referable to Clause 2 sub-clause (y) of the Pension Regulations 1995. The definition of “retirement” only includes the retirement on attaining the age of superannuation, voluntary retirement under Regulation 29 and premature retirement by bank before attaining the age of superannuation. If the Officer had retired on attaining the age of superannuation and if he falls in terms of Clause (1) or Clause (2), he becomes entitled for exercising his option, if one retires under Regulation 29 on voluntary retirement, he is also covered under the joint note, but if the Bank had introduced a scheme in exercise of its power under Clause-19 of the O.S.R., such retirements are not covered

under Regulation 28 or Regulation 29. He referred to Clause-7 of the joint note and pointed out that, in respect of special voluntary retirement, which was introduced for a period of only one month in 2000, such of the employees, who come under the special voluntary retirement, who had exercised their option under the special voluntary retirement, their interest was protected by specially providing under Clause-7 of the joint note, any other retirement or cessation from service is not covered under the joint note, as such, invoking every other retirement under the joint note would run counter to the terms agreed by both the parties. Since it is an agreement arrived by both the parties, it is not open to interpret to mean and to include any other categories within the ambit of word “retired”. He also referred to Regulation-29 and submitted that, voluntary retirement means, only under Regulation 29 and not otherwise, all other retirements come under Clause-19 of OSR, as such, such retirements are not included within the terms of the joint note.

29. He referred to fourth proviso to Clause-19 of the O.S.R. wherein the Regulations may provide for fixing the retirement age even

earlier to superannuation. However, any such benefit given to the employees is not covered under Regulation-29 of the Pension Regulations. He referred to the documents, to point out that, the terms of discussion and negotiation did not include all kinds of cessation from service, but specifically agreed only in respect of the retirement benefit, which is stipulated under Regulation 28 and Regulation 29 of the Pension Regulations. He referred to Regulation 28 to point out that, special voluntary retirement has also become part of Regulation 28 so as to enable them to opt for pensionary benefit in terms of the joint note, as such, any other interpretation is not permissible in terms of settlement. To support his submission, he relied on the following decisions:

- 1) ***AIR 1977 SC 322*** in the matter of *Herbertsons Ltd. -vs- The Workmen of Herbertsons Ltd. And others;*
- 2) ***1999(4) Kar.L.J. 628 (DB)*** in the matter of *Canara Bank, Head Office, J.C.Road, Bangalore -vs- B.M.Ramachandra and others;*
- 3) ***(2001) 9 SCC 318*** in the matter of *Bank of India -vs- Indu Rajagopalan and others;*
- 4) ***(1981) 4 SCC 627*** in the matter of *Tata Engineering & Locomotive Co.Ltd. -vs- their Workmen.*

30. Sri.S.V.Narasimhan, learned Counsel appearing for the State Bank of Mysore, adopted the argument of Sri.Ramdas, learned Senior Counsel. In addition to that, he submitted that, the respondent for whom he is appearing has introduced the Exit Option Scheme and it was not the voluntary retirement or retirement, it was a special scheme under which the employees were provided for voluntary exit from service to avoid frustration and stagnation. Such exit policy or Scheme is not contemplated within the joint note nor it was a part of negotiation. In addition to the same, for exiting from service of the bank, special incentives by way of *ex gratia* were provided, as such, such officers cannot themselves equate on par with the persons retiring on superannuation or voluntary retirement under Regulation 29 of the Pension Regulations, the Exit Option Scheme is under Clause-19 sub-clause (1) of O.S.R. Hence, case of such officers is not covered under the joint note.

31. Sri.Radhesh Prabhu, learned Counsel appearing for some of the Banks submitted that, all the petitioners in the writ petitions he is appearing, have retired after 27.4.2010, they all fall under Clause-3 of

the joint note, however, they do not fall within the term “retired” as their retirement is under Clause-19 sub-clause (1) of the O.S.R. He also submitted that, resignation is different from retirement, as such, person, who has resigned from service, cannot exercise his option treating himself as a retired employee. Further submitted that, once the option is exercised by filing a writ petition and after disposal of the writ petition and writ appeal, very same petitioners cannot once again exercise very same option, though it is offered second time. If they have lost the option, there is no right to claim one more option for the same purpose. He also relied on the judgment reported in **(2004) 4 SCC 412** in the matter of **UCO Bank and Others -vs- Sanwar Mal** and the judgment reported in **AIR 2011 SC 2990** in the matter of **Sheelkumar Jain -vs- The New India Assurance Co.Ltd. & Ors.**

32. Sri.S.K.M.Shetty, learned Counsel appearing for the State Bank of Hyderabad submitted that, before 2001, there is no voluntary retirement scheme, the State Bank of Hyderabad has a different policy of qualifying service from 15 to 20 years and the minimum age of 50 years. Though he admitted that, both the petitioners had put in service

of 38 years and 34 years, however, they do not fall either under the Special Voluntary Retirement Scheme or Voluntary Retirement Scheme. The voluntary retirement was given only on medical ground and as such, the petitioners do not fall under the category of voluntary retirement.

33. By way of reply, Sri.P.S.Rajagopal, learned Senior Counsel once again referred to Clause 2 sub-clause (y) of the Pension Regulation 1995 to submit that, “retired” as defined at Clause 2 sub-clause (x) includes deemed retirement also and submitted that, the word referred to in the joint note is retired and not retirement. Even otherwise, he submitted that, on interpretation two views are possible, the view which is beneficial to the employee must be adopted. Further submitted that, all the officers have put in more than 20 years of service, they fulfill all the requirement under Regulation 29 of the Pension Regulations and if their retirement is voluntary retirement, having fulfilled qualifying service and other criteria, there is no reason to put them in another category to deny the benefit of voluntary retirement. He also submitted that, civil appeals are withdrawn only

because there was a settlement and joint note, which enable the appellants before the Supreme Court to exercise second option. As such, they have not relinquished their right to exercise their option.

34. Having regard to the rival contentions raised by both the parties, the points that arise for consideration in these writ petitions are:

1. *Whether the dismissal of Civil Appeal Nos.1364, 1365, 1366, 1367, 1368, 1369, 1371/2008 disentitle the appellants therein from invoking the second option under joint note dated 27.4.2010?*
2. *Whether the Officer is tendering his resignation even after having rendered qualifying service becomes ineligible to exercise his option under the joint note?*
3. *Whether the voluntary retirement under Clause 19 of O.S.R. is covered under the terms of the joint note?*
4. *Whether Exit Option Scheme is outside the scope of joint note?*
5. *Whether the relief sought for by the petitioners involves the interpretation and alteration of the terms of the joint note?*

Point No.1:

35. Whether some of the petitioners, who had earlier filed writ petitions seeking extension of time to exercise option at the first instance, having failed to get the relief in the writ petitions and confirmed in writ appeals, have lost their right to exercise their second option.

36. It is not in dispute that, writ petitions were filed seeking extension of time to opt for pension, and their writ petitions and also appeals have been dismissed. However, it is pertinent to note that, they had filed S.L.P. before the Supreme Court and the Apex Court by order dated 22.2.2008 had granted leave. While the civil appeals were pending, the negotiations started between the Association of Banks and the Association of the Employees of the Banks and thereafter, the joint note came to be signed on 27.4.2010. The Clause-D of the joint note reads as under:

“(D). The United Forum of Bank Unions (UFBU) representing workmen and officers in Banks were requesting to allow another option to those who were in the service of the Banks prior to 29th September 1995 in case of Nationalized Banks / 26th March 1996 in case of

Associate Banks of State Bank of India and continued in service on or after that date and did not opt for pension when offered as per the Scheme. IBA was not agreeable to the demand and reiterated its inability to extend the present Pension Scheme to those who had not opted for pension on cost consideration. However, both the parties agreed to discuss alternate proposals. The same was incorporated in the fifth paragraph of the Joint Note on salary revision for officers dated 2nd June 2005. The UFBU pursued the demand inspite of the above position and offered to share a portion of the initial finding liability on one-time basis for extending pension to the non optees.”

37. By protracted negotiations and series of talks, the employees agreed to contribute Rs.1,800/- crores, being 30% of the estimated funding gap for extending pension to those employes who were in the service of the bank prior to 29th September 1995 n the case of Nationalized banks and 26th March 1996 in case of Associate Banks of State Bank of India and continue to be in service thereafter and did not opt for pension. They had also requested to extend the Pension Scheme. Accordingly, it was agreed that:

“Another option for joining the existing Pension Scheme shall be extended to those Officers”

(2)(a) who were in the service of the bank prior to 29th

September 1995 in case of Nationalized Banks/26th March 1996 in case of Associate Banks of State Bank of India and continue in the service of the bank on the date of this Joint Note;

(b) exercise an option in writing within 60 days from the date of offer, to become a member of the Pension Fund and

(ci) authorise the Trust of the Provident Fund of the bank to transfer the entire contribution of the bank along with interest accrued thereon to the credit of the Pension Fund.

(3)(a) were in service of the bank prior to 29th September 1995 in case of Nationalized Banks/26th March 1996 in case of Associate Banks of State Bank of India and retired after that date and prior to the date of this Joint Note;

(b) exercise an option in writing within 60 days from the date of offer to become a member of the Pension Fund and

(c) refund within 30 days after expiry of the said period of 60 days, the entire amount of the bank's contribution to the Provident Fund and interest accrued there received by the officer on retirement together with his share in contribution towards meeting 30% of Rs.3115 crores which is estimated and reckoned as the funding gap for those eligible under Clause (3), (4) and (5) of the Joint Note. On an individual basis, the payment over and above the bank's contribution to Provident Fund and interest thereon has been worked out at 56% of the said amount of bank's contribution to Provident Fund and interest thereon received by the officer on retirement."

38. From the joint note, it is clear that, the joint note provided an option for joining the existing Pension Scheme to those, who were in service prior to 29.9.1995 and continued as on the date of joint note or retired prior to signing of the joint note. It does not exclude any employee who comes within the terms of the joint note. It is not in dispute that, such petitioners had not exercised option at the first instance, as such, they had sought for extension of time to exercise option, it was not extended. It means that, such of the employee did not exercise their option. It is not the case of the Bank that though such petitioners exercised their option in time, but was rejected.

39. In this case, since the second option admittedly was given to such employees, who had not exercised their option, though some of these petitioners did invoke earlier option and some of them were not successful in seeking extension, it is not that they had exercised their option and it is rejected, what is said is that, they could not exercise their option in time. As such, it means that, they had not exercised their option. Not exercising the option was also for the reason that the circular and Regulation of the Banks stipulated a condition that the

officer or employee, who is involved in the strike, will not be entitled to claim the benefit under the existing pension scheme. This was not the term of negotiation between the Employees' Association and the Association of the Bank, as such, most of the employees had not exercised their option and it is stated that, only 48% of the employees opted and 52% employees did not opt. Large number of employees could not exercise their option under the fear of forfeiture of their claim on account of one way or the other, if they are treated as involved in a strike against the banks, this became an issue for negotiation for the second option. Some of the petitioners, who had approached this Court, had only sought for extension of time and if that extension is not granted, it means that, they did not exercise their option earlier, as such, they also became entitled for exercising their option. Further the Apex Court had taken note of the fact that, in view of the settlement providing for second option, the Civil Appeals were withdrawn and it is not an abandonment of right to exercise an option. Under the terms of joint note, all that is required is that, the employee of the Bank must be in service prior to 29.9.1995 in case of Nationalized

Banks and 26.3.1996 in case of other Banks, either continued in service or retired as on the date of joint note, if he is qualified, such employee is entitled to exercise his option. When the retirement of Bank employees either on attaining the age of superannuation or on voluntary, if he has rendered the qualifying service and agreeable to fulfill other conditions as stipulated under the joint agreement, he is entitled to exercise the option for pension.

40. No distinction can be made between two employees, who have rendered the requisite qualifying service and who are eligible to opt for voluntary retirement, but one opt to resign, another opt to take voluntary retirement, as both have requisite qualifications to opt for voluntary retirement. To deny the benefit to opt for pension under joint note only on the ground that, he has resigned, such interpretation would amount to creating discrimination amongst the similarly placed employees, and is violative of Article 14 of the Constitution of India.

41. Though there is no reference to resigned employees, however, this Court as well as the Apex Court on consideration have

held that, the employee who has rendered qualifying service for voluntary retirement, but has resigned, is also entitled for the pensionary benefits. A Division Bench of this Court in the earlier decision in *Smt.Satya Srinath -vs- Syndicate Bank* reported in *ILR 2003 KAR 2605* has held that,

“In deciding the entitlement of an employee for pension and other pensionary benefits, the Court should necessarily bear in mind the well settled position in law that where an employee put in more than minimum qualifying service for pension under the relevant Regulations or the Rules, even in case of resignation after putting in the qualifying service, the employee would be entitled to pension and otherwise the rule denying the pension merely on the ground that the employee has resigned even though the employee has put in required service prescribed under the relevant Regulations or the Rules, will be violative of Article 14 postulates and the provision of Article 16 of the Constitution.”

Thus, from the observation in the said judgment, makes it clear that, it is not the word “resignation” or “retirement” is important to opt for pensionary benefit, but, what is important is, whether the officer was having a minimum qualifying service to opt for pensionary benefit. The said judgment is followed by the learned Single Judge of this

Court in W.P.Nos.24158-24160/2011 and connected matters dated 18th April 2012 wherein the Vijaya Bank had rejected the claim of an employee of the Bank for pensionary benefit on the ground that, he has resigned and not entitled for pension in terms of Clause 7 of the Circular, the Clause 7 reads as under:

“This option to join the Pension Scheme shall not be extended to those employees (Officers and Award Staff) who ceased to be in the service of the Bank in any manner other than the categories mentioned in the Regulation.”

42. The petitioners therein had tendered their resignation. Since it was other than the categories mentioned under Clause-7 of the circular, the request of such resigned employees was rejected, and the said employees approached this Court. This Court relying on the decision in **Smt.Satya Srinath's** case and also in **Sheelkumar Jain's** case held that, Clause-7 of the Circular No.10191 dated 7.9.2010 is violative of Article 14 and 16 of the Constitution of India and accordingly, has quashed the same.

43. A Division Bench of this Court in Writ Appeal Nos.2956-

2977/2012 dated 30th July 2012 at para-6 and 7 observes thus:

“6. It is also noteworthy that attention of the learned Single Judge was not drawn to the decision of the Hon’ble Supreme Court in Syndicate Bank Bangalore-Vs-Satya Srinath upholding the decision of the Division Bench of this court, which was duly reflected upon in the impugned order. Satya Srinath was held by its employer, the Syndicate Bank, to have resigned by operation of a separate deeming Regulations. The employer, the Syndicate Bank did not hold any Disciplinary Enquiry and thus, the cession of services could not have been construed as punitive in nature. Once again the Apex Court emphasized the difference between ‘resignation’ and ‘retirement’ and directed that since the respondent therein had put in 20 years of qualifying services, she was entitled to the benefits of the ‘Pension Scheme’.

7. We must immediately pen down the circumstances in which the Writ Petitioners opted to ‘resign’ rather than ‘retire’. At the material point of time, the Regulations debarred retirement where the concerned employees had participated in a strike. It is not disputed that from the very inception of its inclusion this clause was remonstrated against by the Unions, leading eventually to its withdrawal altogether. At that stage, the employees were given a second opportunity/option to opt for the pension scheme by returning the benefits already received by them and making pecuniary adjustment so as to fall in line with the pension formulations and calculation. Immediately, the Writ petitioners had exercised the second option but it was the bank which declined to admit them to the benefits of pension scheme. As in the other precedents, the fact that they had already put in requisite number of years of service qualifying

them to pensionary benefits in accordance with the modified pension scheme, impel us likewise to hold them entitled to those benefits.

44. Thus, from the above observation, it leaves no doubt in my mind that, what is required is not the nature of retirement, but what is required is minimum qualifying service and the fulfillment of all other conditions and not the manner in which his service came to an end, if such cessation was not punitive, but voluntary or under any scheme formulated by the Banks. If the resignation was not punitive and was voluntary and such employee had to his credit minimum qualifying service, such employee if complies with the other conditions, he cannot be denied of the pensionary benefit.

45. The Apex Court in a judgment reported in ***Lt.Col.P.S.Bhargava*** (supra), has observed that:

“an Officer has to his credit the minimum period of qualifying service, he earns a right to get pension and as the Regulations stand that right to get pension can be taken away only if an order is passed under Regulations 3 or 16.”

46. Thus, looking from any angle, if the resignation is not the term, which bars the officers of the Banks from opting the Pension Scheme, there is no reason to restrict the meaning of the word “retirement”, retirement means cessation from bank's service either on attaining the age of superannuation or by voluntary retirement, what is to be seen is, the purpose for which and for whose benefit, the Scheme is introduced, the Scheme itself postulates that the employees, who were in service prior to 29.9.1995 continued or retired as on the date of the joint note.

47. Hence, I hold that the officers, who have resigned after having rendered qualifying service and who fulfill other conditions for opting the pension under the joint note, are entitled for pension.

Point No.3:

48. As regard to third point, it was argued at length *inter alia* contending that, the retirement under Clause 28 and 29 of the Pension Regulations, is different from special retirement under Clause-19 of the O.S.R. However, it was not disputed by the learned Counsels for the respondents – Banks that, the petitioners have rendered minimum

qualifying service in the Bank and they could have applied for voluntary retirement under Clause 29 of the Pension Regulations 1995. It is also not the case of the respondents that, the pension scheme is only applicable to the employees, who had retired on attaining the age of superannuation. But it is admitted that the pension scheme is applicable to the employees, who have taken voluntary retirement under Clause 29 of the Pension Regulations of 1995.

49. It is also not the case of the respondents that, the resignation or special retirement or retirement under Exit Option, were by way of punitive measure.

50. It is also pertinent to note that, most of the Bank employees did not opt for pension at the first instance out of fear of forfeiture on the ground of their alleged involvement in strike against the Banks. It is in these circumstances, some of the employees, instead of opting for pension opted for different mode of retirement. As otherwise they would have also exercised their option for pension at the first instance itself.

51. It is also pertinent to note that, it is because of the forfeiture clause, negotiations started once again for second option and joint note was signed giving second option. Hence, the second option was given with intention to provide opportunity to such employees.

52. As far as the word “retirement” is concerned, both “retired” and “retirement” are defined under Clause 2(x) and (y) of the Pension Regulations 1995.

53. The word “retired” includes deemed retirement also, i.e., cessation from service.

54. The word “retirement” as defined under Clause 2 sub-clause (y) includes

- (a) on attaining the age of superannuation specified in Service Regulations or Settlements;*
- (b) on voluntary retirement in accordance with provisions contained in Regulation 29 of these regulations;*
- (c) on premature retirement by the Bank before attaining the age of superannuation specified in Service Regulations or Settlement.*

55. As far as clauses (a) and (b) are concerned, both are covered under the Pension Scheme. As far as Clause (c) is concerned, it is premature retirement by the Bank not by the voluntary act of the employee. It is not the case of the respondent – Bank that, any of the petitioners were forced by the Bank to go for premature retirement. Petitioners' case does not fall under Clause 2(y)(c) of the Pension Regulations 1995. However, the retirement of the petitioners is sought to be distinguished on the ground that, the retirement of the petitioners do not fall under Regulation 28 or 29, as, is not special voluntary retirement nor on attaining the age of superannuation nor it is voluntary retirement, but such termination comes under Clause 19 of the O.S.R. However, to seek for voluntary retirement under Regulation 29, the employee must have rendered minimum 20 years of qualifying service and fulfills all other conditions, such as, issuing notice of his intention to retire by giving notice of three months in advance. Regulation 29 reads as under:

29. Pension on Voluntary Retirement:

- 1) *On or after the 1st day of November 1993, at any time after an employee has*

completed twenty years of qualifying service he may, by giving notice of not less than three months in writing to the appointing authority retire from service;

Provided that this sub-regulation shall not apply to any employee who is on deputation or on study leave abroad unless after having been transferred or having returned to India he has resumed charge of the post in India and has served for a period of not less than one year:

Provided further that this sub-regulation shall not apply to an employee who seeks retirement from service for being absorbed permanently in an autonomous body or a public sector undertaking or company or institution or body, whether incorporated or not to which he is on deputation at the time of seeking voluntary retirement:

Provided that this sub-regulation shall not apply to an employee who is deemed to have retired in accordance with Clause(1) of Regulation 2.

2) The notice of voluntary retirement given under sub-regulation (1) shall require acceptance by the appointing authority:

Provided that where the appointing authority

does not refuse to grant the permission for retirement before the expiry of the period specified in the said notice, the retirement shall become effective from the date of expiry of the said period.

3)(a) An employee referred to in Sub-regulation (1) may make a request in writing to the appointing authority to accept notice of voluntary retirement of less than three months giving reasons therefor:

(b) On receipt of a request under Clause (a), the appointing authority may, subject to the provisions of Sub-regulation (2) consider such request for the curtailment of the period of notice of three months on merits and if it is satisfied that the curtailment of the period of notice will not cause any administrative inconvenience, the appointing authority may relax the requirement of notice of three months on the condition that the employee shall not apply for commutation of a part of his pension before the expiry of the notice of three months.

4) An employee who has elected to retire under this regulation and has given necessary notice to the effect to the appointing authority, shall be precluded from withdrawing his notice except with the specific approval of such authority;

Provided that the request for such withdrawal shall be made before the intended date of his retirement.

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.

6) The pension of an employee retiring under this regulation shall be based on the average emoluments as defined under Clause (d) of regulation 2 of these regulations and the increase, not exceeding five years in his qualifying service, shall not entitle him to any notional fixation of pay for the purpose of calculating his pension.

56. To opt for voluntary retirement under Clause 29 of the Pension Regulations, the employee must have:

- (a) rendered minimum 20 years of qualifying service;
- (b) by giving notice, not less than three months;

(c) subject to acceptance by the authority.

The Regulation 29 also provides for exempting the requirement of giving three months' notice.

57. It is not the case of the respondent – Banks that, any of the petitioners had not put in qualifying service or it violates any of the conditions under Clause 29 of the Pension Regulations.

58. Hence, if the employees who have been qualified to opt for voluntary retirement, but has opted for different mode of retirement, he cannot be discriminated on the ground that, it does not fall under Clause 29 of the Regulations. Such an interpretation would be discriminating and violative of Article 14 of the Constitution of India. No two similarly situated employees could be discriminated on the nomenclature or terminology of their cessation from service.

59. Referring to the retirement of the petitioners under Clause 19 of the O.S.R. is a wrong notion. Clause 19 of the O.S.R. deals with power of the Board to determine the age of retirement. Neither Clause

28 nor Clause 29 of the Pension Regulations deals with fixation of age of superannuation or retirement under any scheme.

60. To determine the age of superannuation or for premature or under any special scheme, the Board is conferred with power to determine the age of retirement or earlier age of retirement under special voluntary retirement or voluntary retirement. Hence, the argument that the retirement under Clause 19 of the O.S.R. is different from retirement under Clause 28 and 29 of the Pension Regulations does not merit. Clause 19 referred to under the Scheme for retirement is for determination of age of retirement. For the purpose of prescribing the age of superannuation or prescribing the age under special scheme or voluntary retirement, the Board exercises its power under Clause 19 of O.S.R. Hence, the scope of Clause 19 is different from the scope of the Pension Regulations under Clause 28 and 29. Regulations have to be read and understood having regard to the purpose and the context of provision.

61. The Apex Court in the case of *Sheel Kumar (supra)*, in the

case of resignation itself, wherein in respect of an officer, who had tendered his resignation was denied of the pensionary benefits. Referring to the pension on voluntary retirement, having noticed that the appellant before the Supreme Court had completed 20 years of qualifying service and had given 90 days' notice, it is observed at para-13 as under:

“13. The aforesaid authorities would show that the Court will have to construe the statutory provisions in each case to find out whether the termination of service of any employee was a termination by way of resignation or a termination by way of voluntary retirement and while construing the statutory provisions, the Court will have to keep in mind the purposes of the statutory provisions. The general purpose of the Pension Scheme, 1995, read as a whole, is to grant pensionary benefits to employees, who had rendered service in the Insurance Companies and had retired after putting in the qualifying service in the Insurance Companies. Clauses 22 and 30 of the Pension Scheme, 1995 cannot be so construed as to deprive of an employee of an insurance Company, such as the appellant, who had put in the qualifying service for pension and who had voluntarily given up his service after serving 90 days notice in accordance with sub-clause (1) of Clause 5 of the Scheme, 1976 and after his notice was

accepted by the appointing authority.”

The observation of the Apex Court amplifies that, grant of pensionary benefit to the employees, who had rendered service and retired after putting in qualifying service, cannot be so construed as to deprive of an employee of pension, who had voluntarily had given up his service. The Apex Court even in case of “resignation” has treated that, it is the qualifying service that is important and not the term of cessation of the employment, it is in this context, observed that, the Court will have to construe the statutory provision having regard to the purpose of the statute. Thus, from the said observation, it is clear that, the Court must consider the purpose for which the scheme is introduced. This Court following the decision in *Sheel Kumar's case* in W.P.Nos.24158-24160/2011 has held that, even if it is resignation, if the officer has rendered qualifying service, he is entitled for the benefits under the pension scheme.

62. The learned Single Judge of this Court in another W.P.Nos.3919 to 3994/1996 dated 20th September 1996 having regard

to various clauses of the Pension Regulations 1995 at para-9, has observed as under:

“9. I do not see any distinction amongst the retired employees. If a proper construction are given to the Regulations cited supra, in my view the Bank cannot make a distinction among the employees who retired under the scheme of voluntary retirement scheme and employees who retired otherwise because the term 'retirement' which occurs in the Regulations includes voluntary retirement. I do not see any reason to confine voluntary retirement only under Regulation 29 of the Regulations. If such a construction is given to Regulation 29 of the Regulations, it offends Article 14 of the Constitution of India, as argued by the learned Counsel for the petitioners.”

63. A Division Bench of this Court in another case reported in **1999(4) Kar.L.J. 623 (DB)** (supra) at para-15, in case of voluntary retirement where the package was received by an employee has observed thus:

“15. We are also not impressed by the submissions made on behalf of the appellants that as the voluntarily retired employees had drawn the package of terminal benefits many years before the enforcement of the Regulations, they were not entitled to the grant of pensionary benefit as allegedly there did not exist a relationship of employer and employee at the time of the enforcement of the Regulation. . . .”

Even in case of an employee receiving the benefit under package scheme, but was qualified for pension, still he is entitled for pension benefit though he approached belatedly.

64. In these cases, facts are not in dispute that, all these petitioners were in service prior to 29.9.1995 and they have put in more than 20 years of qualifying service as per Regulation 29 of the Pension Regulations, all of them were qualified to opt for voluntary retirement under Clause 29 of the Pension Regulations. Maybe, they might have been retired or ceased to be an employee under different schemes, but none of them either have been forced to retire or their cessation from service was, as a punitive measure.

65. Now as far as benefit of pensionary benefit is concerned, pension is not granted by way of charity or bounty to the employee, but it is given having regard to number of years of service rendered in the establishment or bank. It is not all the employees, whose services were terminated from the Banks, would automatically become entitled for pension. Pension is granted if the employee of the Bank has rendered

qualifying service, that is, in recognition of their number of years of service in the establishment, by way of compensation for the past service the pension is granted to the employee to spend his retired life.

The Apex Court in a case reported in *AIR 1992 SC 767* in the matter of *All India Reserve Bank Retired Officers Association and others -vs- Union of India and others* has observed thus:

“5. The concept of pension is now well known and has been clarified by this Court time and again. It is not a charity or bounty nor is it gratuitous payment solely dependent on the whim or sweet will of the employer. It is earned for rendering long service and is often described as deferred portion of compensation for past service. It is in fact in the nature of a social security plan to provide for the December of life of a superannuated employee. Such social security plans are consistent with the socio-economic requirements of the Constitution when the employer is a State within the meaning of Article 12 of the Constitution.”

A Constitutional Bench of the Apex Court in *Nakara's case* reported in *AIR 1983 SC 13* has observed that, classification of pensionary benefits on the basis of the retiring date is not founded on any rational principle and is, therefore, void as violative of Article 14 of the Constitution of India. The object of providing a pension or

liberalisation thereof is to provide a decent standard of life to the working people after their superannuation. Hence, where the retirees belong to the same class, no unequal treatment can be permitted on the ground that some retired earlier and some retired later. Though such a question does not arise in these cases, as all these employees, they fall in one class, namely, all of them were in service prior to 29.9.1995, some continued, some retired on the date of signing of the joint note. All such employees become class by themselves. Article 14 of the Constitution does not permit the classification amongst the similarly placed employees. Making distinction amongst such employees on the ground of retiring under different title or head would be nothing but violative of Article 14 of the Constitution of India.

66. Hence, considering from any angle, I do not find there is any distinction between the employees retired under the Voluntary Retirement Scheme or under the Exit Policy Scheme or under any other nomenclature as long as they have put in a number of qualifying service and eligible for voluntary retirement, all will form class by

themselves and are covered under the joint note, to opt for pension under the Pension Regulations 1995.

67. Even in case of “exit policy”, the terms of the said policy itself provide for pension. Banks themselves have understood that cessation from service under different policies or schemes will not bar the employees from opting for pension, if they have rendered qualifying service. Clause-4 sub-clause (ii) of the Exit Option Scheme reads as under:

“However, pension shall be payable only to those officers who are eligible for the same, in terms of SBM Employees Pension Fund Rules/SBM Officers Service Rules. It is further clarified that officers exercising option under Exit Option Scheme and those who would be permitted to exit, would not be eligible for pension, unless they have completed 20 years of pensionable service under the applicable rules.”

Thus, there is no reason to keep out some employees, who have rendered qualifying service, from the purview of pension.

68. Having regard to the observations and having regard to the law laid down by the Apex Court and this Court and having regard to

the pensionary scheme, I find that there is no reason to deny the pensionary benefit as long as they fulfill the condition of minimum qualifying service and also fulfill that they were in service prior to 29.9.1995 and either continued or retired as on the date of joint note dated 27.4.2010, if they agree to fulfill other conditions, if any, in this joint note or Pension Regulations.

69. Accordingly, I answer point No.4 in favour of the petitioners.

Hence, for the reasons stated above, the Writ Petitions are allowed and the impugned circulars, orders and communication in the respective Writ Petitions, stand quashed and all the petitioners are entitled to exercise their option for Pension under the Pension Regulations.

Banks are directed to accept their option and grant pension by including them under the Pension Scheme in terms of the joint note and the Pension Regulations.

Learned Counsel for the Indian Bank Association submits that,

three months' time may be given for compliance. Accordingly, three months' time is granted for compliance from the date of receipt copy of this order.

**Sd/-
JUDGE**

KNM/-