

(2013) 08 DEL CK 0261

In the Delhi High Court

Case No : Writ Petition (C) No. 7638 of 2005

Sh. Ram Dass

APPELLANT

Vs

BSES Yamuna Power Ltd. and Another

RESPONDENT

Date of Decision : 22-08-2013

Acts Referred:

Citation : (2013) 08 DEL CK 0261

Hon'ble Judges : Valmiki J Mehta, J

Bench : Single Bench

Advocate : N.S. Dalal and Mr. H.L. Verma, for the Appellant; S.N. Choudhari, Anjan Sinha and Ms. Shruti Choudhri, for the Respondent

Final Decision : Dismissed

Judgement

Valmiki J Mehta, J.—In this writ petition, petitioner seeks promotion in terms of office order dated 19.7.2003 of the employer. Petitioner also seeks his time bound promotion in terms of the Resolution 216 dated 16.7.1997 and office order dated 23.7.1997. Petitioner admittedly took voluntary retirement under a VRS Scheme. Petitioner on taking voluntary retirement which was effective from 30.12.2003, received all his dues from the employer. When the dues were received by the petitioner on taking voluntary retirement, petitioner did not reserve any rights for taking any further dues. Petitioner therefore took all his dues in full and final settlement of his being an employee of the respondent no. 1-employer.

2. Once an employee seeks and gets voluntary retirement, the jural relationship of employer and employee ceases and the employee forgoes all his claims and rights for any past dues. This is so held by the Supreme Court in the case of A.K. Bindal and Another Vs. Union of India (UOI) and Others, of which reads as under:-

34. This shows that a considerable amount is to be paid to an employee ex-gratia besides the terminal benefits in case he opts for voluntary retirement under the

Scheme and his option is accepted. The amount is paid not for doing any work or rendering any service. It is paid in lieu of the employee himself leaving the services of the company or the industrial establishment and foregoing all his claims or rights in the same. It is a package deal of give and take. That is why in business world it is known as "Golden Handshake". The main purpose of paying this amount is to bring about a complete cessation of the jural relationship between the employer and the employee. After the amount is paid and the employee ceases to be under the employment of the company or the undertaking, he leaves with all his rights and there is no question of his again agitating for any kind of his past rights, with his erstwhile employer including making any claim with regard to enhancement of pay scale for an earlier period. If the employee is still permitted to raise a grievance regarding enhancement of pay scale from a retrospective date, even after he has opted for Voluntary Retirement Scheme and has accepted the amount paid to him, the whole purpose of introducing the Scheme would be totally frustrated.

(underlining added)

3. Petitioner is therefore estopped from filing this present petition and claiming the reliefs which are claimed.

4. I have had an occasion to consider this aspect of estoppel against employees who have received benefits under a VRS scheme in various judgments and one such judgment is in the case of Shri P.P. Vaidya & Ors. Vs. IFCI Ltd. and Ors. in WP(C) 1319/2011 decided on 18.7.2013 wherein I have held that no reliefs for past dues or salary enhancements can be given to employees who have unconditionally taken VRS benefits.

5. In view of the admitted fact that the petitioner had unconditionally taken voluntary retirement, and accepted all his dues payable under the Voluntary Retirement Scheme, the petitioner is therefore estopped from filing the present petition. The petition is therefore dismissed, leaving the parties to bear their own costs.