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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03-02-2026

CORAM

THE HON'BLE MR JUSTICE S. M. SUBRAMANIAM
AND
THE HON'BLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY

THE HON'BLE MR.JUSTICE C.KUMARAPPAN

WP No. 39583 of 2015
AND
WP No. 26986 OF 2011

WP No. 39583 of 2015

Mr.D. Kaliyamoorthy

..Petitioner(s)

Vs

1. State of Tamil Nadu
   Rep by its Secretary, School Education
   Department, Fort St George,
   Chennai - 600 009
2. Directorate of Elementary
   School Education, Rep by its Director,
   DPI Complex, College Road,
   Chennai - 600 006
3. The District Elementary
   Educational Officer, District Primary Education
   Office, Cuddalore-1
4. The Secretary
   Padi Aided Middle School,

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Veeramudayanatham Village & Post,
Chidambaram Taluk, Cuddalore District

..Respondent(s)

WP No. 26986 of 2011

Dr. G.Krishnamohan

..Petitioner(s)

Vs

1. The Registrar,
   Tamil Nadu Agricultural University,
   Coimbatore-641003.
2. The Comptroller,
   Tamil Nadu Agricultural University,
   Coimbatore-641003.
3. The Accountant General
   (Accounts & Entitlement), No.361,
   Anna Salai, Chennai-18.

..Respondent(s)

WP No. 39583 of 2015

Writ Petition filed under Article 226 of the Constitution of India for issuing a writ of certiorarified mandamus, to call for the records from the file of the 3rd Respondent and the quash the orders passed in Na.Ka. No. 1061/ A7/2015 dated 22/06/2015 and direct the respondents to treat discharge from service as that of voluntary retirement and to consider and sanction pension to the petitioner w.e.f. 01/03/1997, in accordance with ration of the Divisional Bench dated 17/11/2008 in W.A. No. 13048 of 2006, and with further direction to pay the petitioner pension and other benefits within a stipulated time as per directions of this Court.

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WP No. 26986 of 2011

Writ Petition filed under Article 226 of the Constitution of India for issuing a writ of certiorarified mandamus, calling for the records of the 1st respondent in his proceedings No.L.O./Dr.G.K./2011, dated 31.01.2011 and quash the same and consequently, direct the Respondents to pay pension to the Petitioner with arrears from 28.02.1990 within a period fixed by this Court.

WP No. 39583 of 2015

For Petitioner(s): Mrs.S.Nagashyla

For Respondent(s): Mr.K.H.Ravikumar
Government Advocate for R1-3
No appearance - R4

WP No. 26986 of 2011

For Petitioner(s): Mr.Krishna Ravindran

For Respondent(s): Mr.R.Sivakumar
for Mr.S.Manikandan
Standing Counsel for R1 & 2
Mr.V.vijay Shankar
Standing Counsel for R3

COMMON ORDER
(Judgment of the Court was delivered by S.M.Subramaniam J.)

The Full Bench of this Court has been called upon to clarify on the eligibility for pension under Rule 23 of the Tamil Nadu Pension Rules, 1978 (hereinafter referred to as 'Rules, 1978'), where service has been forfeited due to resignation on medical

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grounds in view of two conflicting Division Bench judgments rendered in ***D. Vijayarangan Vs Secretary, Sales Tax Appellate Tribunal and Others***[1]***,*** and in the case of ***A.I.Angel Illangovan Vs The Government of Tamil Nadu and Others***[2].

2. At the outset, it is pertinent to note that Rule 23 of the Rules, 1978 deals with forfeiture of service on resignation. The said rule is reproduced below:

> ***"23.Forfeiture of service on resignation.***
>
> - *(I) Resignation from a service or post entails forfeiture of past service:*
>
> *Provided that a resignation shall not entail forfeiture of past service if it has been submitted to take up with proper permission, another appointment, whether temporary or permanent, under the Government where service qualifies.*
> - *(2)Interruption in service in a case falling under the proviso to sub-rule (1) due to the two appointments being at different stations, not exceeding the joining time permissible under the rules of transfer, shall be covered by grant of leave of any kind due to the Government servant on the date of relief or by formal condonation to the extent to which the period is not covered by leave due to die Government servant."*

1 (2009)3 MLJ 100
2 2016(3)CTC 87

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3. Rule 23 primarily deals with forfeiture of service on resignation. However, the only exemption to the Rule is in the proviso to the said Rule, which states that when resignation is with proper permission to take up another temporary or permanent appointment under the Government where service qualifies, then such resignation does not entail forfeiture of service. And the second proviso deals with interruption in service in a case falling under the proviso to sub rule (1).

4. It is to be noted that Rule is silent on resignation due to ill health. A plain and literal reading of the Rule makes it clear that resignation on medical grounds is not a component of this provision. Hence, a new reason or ground cannot be accorded to a provision in its absence. It is trite law that when the language of a statute is clear and unambiguous, no new words or legislative meaning can be added to it.

5. Therefore, when it comes to interpretation of statute or provision, the plain and literal meaning must be given effect to when there is no ambiguity. When the reading of the provisions deliver the meaning as intended by the legislature, there is no need for any deviation. Such natural and precise meaning must be given effect to. This can be understood through the latin maxim *"Absolut Sententia Expositore Non Indiget"* which means '**An absolute judgment or sentence needs no expositor**'. In legal terms, it can be construed that when language of law is in clear terms, no interpretation is required. Unnecessary addition or subtraction of words must be

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avoided when the actual plain language clearly delivers the intent of the legislature and makes the provision workable. It is only in rarity that a deviation from literal rule of interpretation can be resorted to, in cases where the provision becomes redundant without requisite addition or subtraction of words. Otherwise the words of the legislature are taken as it is and read in its literal meaning.

6. The application of Mischief Rule by bringing in the medical ground as a component of Rule 23 is inapposite. No doubt that Mischief Rule can be adopted while interpreting the statutes in cases where mischief has to be suppressed to advance the remedy. However, as far as Tamilnadu Pension Rules are concerned, there are specific provisions entailing grant of pension on medical grounds. More specifically, Rule 36 speaks about invalid pension. It is granted to a Government Servant, who is by physical or mental infirmity, is permanently incapacitated for the public service. Therefore, when there is a specific provision designed to deal with a particular instance/case, there is no compelling need to forcefully read it into another provision contemplating a different instance/case. This paves way for over-interpretation which is unwarranted, more so when the language of the statute is plain and clear. Further in the absence of any mischief, the provision warrants no further interference.

7. It is relevant to quote here certain landmark decisions pertaining to literal rule of interpretation and its application.

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7.1. The Hon'ble Supreme Court of India in its majority opinion in ***Independent Sugar Corporation Ltd. v. Girish Sriram Juneja & Others***[3], while dealing with Literal Rule of interpretation held as follows:

> *"61. The intent of the legislature must therefore be gathered from the words it has used in the statute. Naturally, the Court should proceed with the assumption that no word has been used in vain or in an inapposite manner, by the legislature. Courts, when confronted with clear statutory language, derive the meaning from the words used by the legislature and should avoid the assumption that the legislature by inserting the proviso, using certain words at certain places and/or not using particular words at all, committed a mistake.*
>
> *62.It must be presumed that the legislature inserted every word in a provision for a purpose and that every part of the statute should have effect as well. In that context, in situations wherein there is no ambiguity with respect to the provisions of a statute, the Court's interpretative exercise would be restricted. In other words, the Court is duty-bound to proceed on the footing that the legislature intended what it expressed in the statute (or proviso, in this case). Beyond that, the Court's exercise cannot be stretched to involve a re-writing, re-casting or re-framing of the legislation or statute."*

3 2025 INSC 124

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7.2. In a majority opinion of a Full Bench decision of the Madras High Court in **Commissioner of Income Tax Vs. K.S. Vaidyanathan**[4], reliance was placed on the works of Maxwell, and Crawford to explain the basic rules of statutory interpretation:

> **"*38.*** *Maxwell On The Interpretation Of Statutes, 12th edition, page 228, states the rule thus:*
>
> *"Where the language of a statute, in its ordinary meaning and grammatical construction, leads to a manifest contradiction of the apparent purpose of the enactment, or to some inconvenience or absurdity which can hardly have been intended, a construction may be put upon it which modifies the meaning of the words and even the structure of the sentence. This may be done by departing from the rules of grammar, by giving an unusual meaning to particular words, or by rejecting them altogether, on the ground that the Legislature could not possibly have intended what its words signify, and that the modifications made are mere corrections of careless language and really give the true meaning. Where the main object, and intention of a statute are clear it must not be reduced to a nullity by the draftsman's unskilfulness or ignorance of the law, except in a case of necessity, or the absolute intractability of the language used. Lord Reid has said that he prefers to see a mistake on the part of the draftsman in doing his revision rather than a deliberate attempt to introduce an irrational rule:'the canons of construction are not so rigid as to prevent a realistic solution'."*

7.3. The judgment also relied on principles from Crawford's Statutory Construction, which is extracted below:

4 1982 SCC OnLine Mad 318

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"40. *The learned author has observed as follows at page 269:*

"Omissions in a statute cannot, as a general rule, be supplied by construction. Thus, if a particular case is omitted from the terms of a statute even though such a case is within the obvious purpose of the statute and the omission appears to have been due to accident or inadvertence, the court cannot include the omitted case by supplying the omission. This is equally true where the omission was due to the failure of the Legislature to foresee the missing case. As is obvious, to permit the court to supply the omissions in statutes would generally constitute an encroachment upon the field of the Legislature.

But, inasmuch as it is the intention of the Legislature which constitutes the law of any statute, and since the primary purpose of construction is to ascertain that intention, such intention should be given effect, even if it necessitates the supplying of omissions, provided, of course, that this effectuates the legislative intention. Some decisions seem to indicate a trend in this direction and allow words omitted by oversight to be supplied, if the statute is otherwise meaningless or if an amendment without interpolation is ineffective. Similarly, a plain misnomer may be corrected, or a statute made intelligible by the addition of a word suggested by the statute. It is proper for the court to supply such omissions becausc they are in fact a part of the statute,

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having been intended to be included in the statute when drafted and enacted."

7.4. The Hon'ble Supreme Court of India in ***State of Uttar Pradesh vs Dr. Vijay Anand Maharaj***[5], held as follows:

> ***"8.*** *..... But it is said, relying upon certain passsages in Maxwell on the Interpretation of Statutes, at p. 68, and in Crawford on "Statutory Construction" at p. 492, that it is the duty of the Judge "to make such construction of a statute as shall suppress the mischief and advance the remedy", and for that purpose the more extended meaning could be attributed to the words so as to bring all matters fairly within the scope of such a statute even though outside the letter, if within its spirit or reason. But both Maxwell and Crawford administered a caution in resorting to such a construction. Maxwell says at p. 68 of his book:*
>
> > *"The construction must not, of course, be strained to include cases plainly omitted from the natural meaning of the words."*
> >
> > *Crawford says that a liberal construction does not justify an extension of the statute's scope beyond the contemplation of the legislature. The fundamental and elementary rule of construction is that the words and phrases used by the legislature shall be given their ordinary meaning and shall be construed*

5 AIR 1963 SC 946

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according to the rules of grammar. When a language is plain and unambiguous and admits of only one meaning, no question of construction of a statute arises, for the Act speaks for itself. It is a well-recognized rule of construction that the meaning must be collected from the expressed intention of the legislature."

7.5. When the statute is clear and straightforward, the Hon'ble Supreme Court in ***Bhavnagar University v. Palitana Sugar Mill (P) Ltd.*, (2003) 2 SCC 111 : 2002 SCC OnLine SC 1147** held as follows:

> ***"25.** Scope of the legislation on the intention of the legislature cannot be enlarged when the language of the provision is plain and unambiguous. In other words statutory enactments must ordinarily be construed according to its plain meaning and no words shall be added, altered or modified unless it is plainly necessary to do so to prevent a provision from being unintelligible, absurd, unreasonable, unworkable or totally irreconcilable with the rest of the statute."*

7.6. In the case of ***Raghunath Rai Bareja and Another Vs. Punjab National Bank and Others*[6], the Hon'ble Supreme Court held that ordinarily, Courts should not depart from literal rule as that would really be amending the law in

6 (2007) 2 SCC 230

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the garb of interpretation, which is impermissible. The relevant portion of the judgment is extracted below:

> ***"46.*** *The rules of interpretation other than the literal rule would come into play only if there is any doubt with regard to the express language used or if the plain meaning would lead to an absurdity. Where the words are unequivocal, there is no scope for importing any rule of interpretation vide Pandian Chemicals Ltd. v. CIT[(2003) 5 SCC 590] .*
>
> ***47.*** *It is only where the provisions of a statute are ambiguous that the court can depart from a literal or strict construction vide Nasiruddin v. Sita Ram Agarwal [(2003) 2 SCC 577 : AIR 2003 SC 1543] . Where the words of a statute are plain and unambiguous effect must be given to them vide Bhaiji v. Sub-Divisional Officer [(2003) 1 SCC 692] .*
>
> ***48.*** *No doubt in some exceptional cases departure can be made from the literal rule of the interpretation e.g. by adopting a purposive construction, Heydon's mischief rule, etc. but that should only be done in very exceptional cases. Ordinarily, it is not proper for the court to depart from the literal rule as that would really be amending the law in the garb of interpretation, which is not permissible vide J.P. Bansal v.State of Rajasthan [(2003) 5 SCC 134 : 2003 SCC (L&S) 605 : AIR 2003 SC 1405] , State of Jharkhand v. Govind Singh [(2005) 10 SCC 437 : 2005 SCC (Cri) 1570 : JT (2004) 10 SC 349] . It is for the legislature to amend the law and not the court vide State of Jharkhand v. Govind Singh [(2005) 10 SCC 437 : 2005 SCC (Cri) 1570 : JT (2004)*

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10 SC 349] . In Jinia Keotin v. Kumar Sitaram Manjhi [(2003) 1 SCC 730] this Court observed (SCC p. 733, para 5) that the court cannot legislate under the garb of interpretation. Hence there should be judicial restraint in this connection, and the temptation to do judicial legislation should be eschewed by the courts. In fact, judicial legislation is an oxymoron."

7.7. Also in a more recent decision of the Hon'ble Supreme Court in ***Kanchana Rai Vs. Geeta Sharma***[7], reliance was placed on the principles of interpretation and important judgments dealing with literal rule of interpretation. The relevant passages from this decision are extracted below:

> ***"17.*** *It is a cardinal principle of interpretation of law that where the provision is clear and unambiguous, it has to be interpreted literally provided the literal interpretation is not in conflict with the purpose of the Act or is otherwise not impractical.*
>
> ***18.*** *This foundational principle of literal interpretation finds unequivocal support in a consistent line of judicial precedents.*
>
> ***19.****In Crawford v. Spooner [(1846) 4 Moo IA 179] the Privy Council observed that the construction of an Act must be taken from its bare words, and it is not for the courts "to*

7 2026 INSC 54

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add, and mend, and, by construction, make up deficiencies" left by the legislature, nor to "fish out what possibly may have been the intention" if not clearly expressed. Judges must take the words as they are and give them their natural meaning, unless controlled or altered by the context or the preamble.

20. *In B. Premanand v. Mohan Koikal [(2011) 4 SCC 266] this Court emphasized that departure from the literal rule should be an exception in very rare cases, as once courts depart from the literal rule where the language is clear, the result would be destructive of judicial discipline and contrary to the constitutional scheme as the exclusive domain to legislate is upon the legislature. The Court aptly noted that "the literal rule of interpretation simply means that we mean what we say and we say what we mean." The Court further cautioned that even if a literal interpretation results in hardship or inconvenience, the same cannot be a ground to depart from the plain meaning of the statutory text.*

21. *More recently, in Vinod Kumar v. DM, Mau [(2023) 19 SCC 126] this Court reaffirmed that the literal rule is the first and foremost principle of statutory interpretation. Where the words are absolutely clear and unambiguous, recourse cannot be had to any other principle. The Court explicitly held that "the language employed in a statute is the determinative factor of the legislative intent" and that judges cannot correct or make up a perceived deficiency in the words used by the legislature. The Court held that courts cannot correct or*

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supply an assumed omission in the statute, as the legislature is presumed to have intended what it has expressly stated."

8. By virtue of the above reasoning, it is evident that new words or explanation or instances cannot be added to Rule 23, when the provision clearly excludes the same. When there is a specific inclusion to the absence of the rest, such words in it plain meaning shall be taken to be the intent of the legislature, thereby excluding other grounds or reasons. Medical grounds is not an element of Rule 23. There is no explicit mention of the same and the provision is free from any ambiguity and the provision is solid in its footing requiring no further interpretation. More specifically, provisions dealing exclusively with medical grounds is available in Rules as mentioned earlier, thereby warranting no further additions or omissions by the Courts in terms of Rule 23.

9. Even otherwise, if a particular case/instance is omitted by the legislature, the Courts in a normal manner cannot construct a case and thrust it into a provision. There are multitude of cases coming up each day with manifold and varying facts for which laws cannot be drafted ambiguity free nor can a case to case construction of clauses be made. In such scenarios, a purposive construction of statutes is essential, however this Court reaffirms that it cannot be applied in a routine manner. It is essential to balance the principle of *casus omissus* and purposive construction.

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10. Further, Tamil Nadu Government Servants (Conditions of Service) Act, 2016 (hereinafter referred to as 'Act, 2016'), and its preceding Tamil Nadu State and Subordinate Service Rules (hereinafter referred to as 'Service Rules'), both dealt with consequences of resignation. An employee, on entry into service is fully aware of the consequences of resignation, which is available in the Act and erstwhile Rules. More specifically Section 49 of the Act of 2016 speaks as follows:

> "**Sec. 49 Consequence of resignation**
>
> *A member of a service shall, if he resigns his appointment, forfeit not only the service rendered by him in the particular post held by him at the time of resignation, but all his previous service under the Government. The re-appointment of such person to any service shall be treated in the same way as a first appointment to such service by direct recruitment and all the provisions governing such appointment shall apply and on such re-appointment, he shall not be entitled to count any portion of his previous service for any benefit or concession admissible under this Act:*
>
> *Provided that nothing contained in this section shall affect the operation of the proviso to rule 23 or of rule 25 of the Tamil Nadu Liberalised Pension Rules, 1978:*
>
> *Provided further that a member of a service, who has resigned his appointment and contested in the General Election to Parliament or State Legislature or in the elections to local bodies either as a party candidate or as an*

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independent candidate shall not be eligible for re-appointment to any service.

11. Similar provision was available under Rule 41 of the Services Rules, which reads as follows:

> "*41.Consequences of resignation - A member of a service shall if he resigns his appointment, forfeit not only the service rendered by him in the particular post held by him at the time of resignation but all his previous service under the Government.*
>
> *The reappointment of such person to any service shall be treated in the same way as a first appointment to such service by direct recruitment and all rules governing such appointment shall apply; and on such reappointment he shall not be entitled to count any portion of his previous service for any benefit or concession admissible under any rule or order:*
>
> *Provided that nothing contained in this rule shall effect the operation of proviso to rule 23 or of rule 25 of the Tamil Nadu Liberalised Pension Rules, 1978:*
>
> **Provided further that a member of a service, who has resigned his appointment and contested in the General Election to Parliament or State Legislature or in the Elections to local bodies either as a party candidate or as an independent candidate, shall not be eligible for reappointment to any service."*

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(*Substituted in G.O.Ms.No.534, P&AR(P) Dept. dt. 21.5.1985 w.e.f. 27.8.1984)

12. Both the Act and Rules also detail the procedure for acceptance of resignation under Section 50 of the Act, 2016 and Rule 41-A of the Service Rules.

13. Therefore, resignation is a condition of service with statutorily recognised procedure. Consequences of resignation while been agreed by the employee on his entry into service, after resignation, cannot turn around and claim pension benefits on medical grounds. It amounts to approbation and reprobation and impermissible under law. Rule 23 of Pension Rules is a fallout from Service Rules.

14. It is also well settled position of law that there is characteristic difference between the terms 'resignation' and 'voluntary retirement'. Both cannot be placed in the same pedestal. This has been clearly explained by a Three Judge Bench of the Hon'ble Supreme Court in ***Senior Divisional Manager LIC and Ors Vs Shree Lal Meena[8],*** whereby it was observed as follows:

> ***"22.*** *The principles in the context of the controversy before us are well enunciated in the judgment of this Court in RBI v. Cecil Dennis Solomon [RBI v. Cecil Dennis Solomon, (2004) 9 SCC 461 : 2004 SCC (L&S) 737] . On a similar factual matrix, the employees had resigned sometime*

8 (2019) 4 SCC 479

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in 1988. The RBI Pension Regulations came in operation in 1990. The employees who had resigned earlier sought applicability of these Pension Regulations to themselves. The provisions, once again, had a similar clause of forfeiture of service, on resignation or dismissal or termination. The relevant observations are as under : (SCC pp. 467-68, paras 10-11).

> *"10. In service jurisprudence, the expressions "superannuation", "voluntary retirement", "compulsory retirement" and "resignation" convey different connotations. Voluntary retirement and resignation involve voluntary acts on the part of the employee to leave service. Though both involve voluntary acts, they operate differently. One of the basic distinctions is that in case of resignation it can be tendered at any time, but in the case of voluntary retirement, it can only be sought for after rendering prescribed period of qualifying service. Other fundamental distinction is that in case of the former, normally retiral benefits are denied but in case of the latter, the same is not denied. In case of the former, permission or notice is not mandated, while in case of the latter, permission of the employer concerned is a requisite condition. Though resignation is a bilateral concept, and becomes effective on acceptance by the competent authority, yet the general rule can be displaced by express*

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provisions to the contrary. In Punjab National Bank v. P.K. Mittal [Punjab National Bank v. P.K. Mittal, 1989 Supp (2) SCC 175 : 1990 SCC (L&S) 143] on interpretation of Regulation 20(2) of the Punjab National Bank Regulations, it was held that resignation would automatically take effect from the date specified in the notice as there was no provision for any acceptance or rejection of the resignation by the employer. In Union of India v. Gopal Chandra Misra [Union of India v. Gopal Chandra Misra, (1978) 2 SCC 301 : 1978 SCC (L&S) 303] it was held in the case of a Judge of the High Court having regard to Article 217 of the Constitution that he has a unilateral right or privilege to resign his office and his resignation becomes effective from the date which he, of his own volition, chooses. But where there is a provision empowering the employer not to accept the resignation, on certain circumstances e.g. pendency of disciplinary proceedings, the employer can exercise the power.

11. On the contrary, as noted by this Court in Dinesh Chandra Sangma v. State of Assam [Dinesh Chandra Sangma v. State of Assam, (1977) 4 SCC 441 : 1978 SCC (L&S) 7] while the Government reserves its right to compulsorily retire a government servant, even

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against his wish, there is a corresponding right of the government servant to voluntarily retire from service. Voluntary retirement is a condition of service created by statutory provision whereas resignation is an implied term of any employer-employee relationship."

***23.** In our view, the aforesaid principles squarely apply in the facts of the present case and the relevant legal principles is that voluntary retirement is a concept read into a condition of service, which has to be created by a statutory provision, while resignation is the unilateral determination of an employer-employee relationship, whereby an employee cannot be a bonded labour."*

15. The aforementioned judgment went on to clearly hold that *"Service jurisprudence, recognising the concept of "resignation" and "retirement" as different, and in the same regulations these expressions being used in different connotations, left no manner of doubt that the benefit could not be extended, especially as resignation was one of the disqualifications for seeking pensionary benefits, under the Regulations".*

16. This decision was also cited and followed by the Hon'ble Supreme Court in ***BSES Yamuna Power Limited Vs Ghanshyam Chand Sharma & Another***[9]**,**

9 AIR 2020 SC 76

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whereby it was opined that, on resignation, past services of the employee stands forfeited. In this decision, an analysis of Rule 26 of the Central Civil Service Pension Rules, 1972 was undertaken, which also imbibes the same condition as enunciated in Rule 23 of the Tamil Nadu Pension Rules. Relevant passages from the said judgment is reproduced below:

> ***14.*** *In the present case, the first respondent resigned on 7-7-1990 with effect from 10-7-1990. By resigning, the first respondent submitted himself to the legal consequences that flow from a resignation under the provisions applicable to his service. Rule 26 of the Central Civil Service Pension Rules, 1972 (the CCS Pension Rules) states that:*
>
> > *"**26. Forfeiture of service on resignation**.—(1) Resignation from a service or a post, unless it is allowed to be withdrawn in the public interest by the Appointing Authority, entails a forfeiture of past service."*
>
> *Rule 26 states that upon resignation, an employee forfeits past service. We have noted above that the approach adopted by the Court in Asger Ibrahim Amin [Asger Ibrahim Amin v. LIC, (2016) 13 SCC 797 : (2015) 3 SCC (L&S) 12] has been held to be erroneous since it removes the important distinction between resignation and voluntary retirement. Irrespective of whether the first respondent had completed the requisite years of service to apply for voluntary*

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retirement, his was a decision to resign and not a decision to seek voluntary retirement. If this Court were to re-classify his resignation as a case of voluntary retirement, this would obfuscate the distinction between the concepts of resignation and voluntary retirement and render the operation of Rule 26 nugatory. Such an approach cannot be adopted. Accordingly, the finding of the Single Judge that the first respondent "voluntarily retired" is set aside.

.....

***17.** On the issue of whether the first respondent has served twenty years, we are of the opinion that the question is of no legal consequence to the present dispute. Even if the first respondent had served twenty years, under Rule 26 of the CCS Pension Rules his past service stands forfeited upon resignation. The first respondent is therefore not entitled to pensionary benefits."*

17. Hence, in tune with the judgments referred above, we come to the irresistible conclusion that resignation of employee entails forfeiture of service and that a clear distinction can be drawn between resignation and voluntary retirement. Both are disparate in terms of its operation and consequence, thereby, unlikely to hold an equivalent character.

18. Based on the application of literal rule of interpretation and a combined reading of the above mentioned judgments, it is also crystal clear that resignation on

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medical grounds cannot be touted to be different from a resignation under Rule 23, which in ordinary reading entails forfeiture of service. Resignation means forfeiture of past service and the Rule cannot be tampered with in the absence of any ambiguity. There are separate and distinct provisions available under the Pension Rules for medical grounds and also Rule 56(3) of Fundamental Rules deals exclusively with voluntary retirement. Hence, a new ground cannot be constructed by Courts nor can it legislate a provision.

19. In view of the discussion above, the reference is answered accordingly:

A) 'Resignation' from a service or post as per Rule 23 of The Tamil Nadu Pension Rules, 1978 entails forfeiture of past service. Therefore, resignation from service even on medical or health grounds entails forfeiture of past service.

B) The grounds based on which resignation is sought is immaterial and resignation shall only mean forfeiture of past service.

C) There is a valid distinction between 'resignation' and 'voluntary retirement' as held by the Three Judge Bench of the Hon'ble Supreme Court in ***Senior***

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Divisional Manager LIC and Ors vs Shree Lal Meena[10]. Therefore, resignation from service cannot be treated as voluntary retirement.

20. The principle settled in ***D.Vijayarangan Vs. Secretary Sales Tax Appellate Tribunal and Others*** (*supra*) is held to be bad in law. Therefore, the views of the division Bench of this Court in ***A.I.Angel Illangovan Vs. The Government of Tamil Nadu*** (*supra*), is hereby upheld.

21. We answer the questions of law referred to this Full Bench in the above terms. The Registry shall place the matters before the Regular Bench for disposal.

(S.M.S.,J.) **(D.B.C.,J.)** **(C.K.,J.)**
03.02.2026

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S.M.SUBRAMANIAM, J.
AND
D.BHARATHA CHAKRAVARTHY, J.
AND
C.KUMARAPPAN, J.

GD

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