



\$~

\* IN THE HIGH COURT OF DELHI AT NEW DELHI

Judgment reserved on: 28.07.2026

%

Judgment delivered on: 12.08.2026

# CNR No. DLHC010332272026

+ LPA 575/2026 &amp; CM APPL. 48206/2026

THE REGISTRAR, CENTRE FOR RAILWAY INFORMATION  
SYSTEMS & ANR. ....AppellantsThrough: Mr. Chandan Kumar, Adv. with  
Mr. Vikram Sharma, Adv.

versus

PRIYA SRIVASTAVA &amp; ANR. ....Respondents

Through: Ms. Mrinmoi Chatterjee, Mr. Varun  
Dev Mishra and Ms. Kirti Lal,  
Advocates for R-1.**CORAM:**  
**HON'BLE THE CHIEF JUSTICE**  
**HON'BLE MR. JUSTICE TEJAS KARIA****J U D G M E N T****DEVENDRA KUMAR UPADHYAYA, C.J.**

1. This intra-Court appeal assails the judgment and order dated 08.05.2026 passed by the learned Single Judge, whereby the writ petition, namely *W.P.(C.) 15338/2024*, instituted by the respondent no.1 has been allowed and the decision of the appellant dated 28.03.2024, denying the respondent no.1 post-retirement medical benefit, has been quashed. Learned



Single Judge has also declared that the respondent no.1 shall be treated as entitled to the benefit of post-retirement medical facility under the Centre for Railway Information Systems (CRIS) Medical Attendance Rules, 2009.

2. The learned Single Judge has, thus, directed by the impugned judgment and order that the appellant shall, accordingly, intimate the respondent no.1 – petitioner the amount payable by her and, on deposit of such amount within a further period of four weeks, the appellant shall activate and extend the post-retirement medical facility for the respondent no. 1 and spouse. It has also been directed by the learned Single Judge that the appellant shall process and reimburse admissible claims for indoor treatment covered by the scheme which might have been incurred after the date on which the respondent no.1 became entitled to the benefit, subject to verification of bills and compliance with other procedural formalities.

3. The appellant by preferring *Review Petition No. 292/2026* sought review of the judgment and order dated 08.05.2026 passed by the learned Single Judge which too has been dismissed by means of an order dated 08.07.2026. This order dismissing the review petition filed by the appellant, dated 08.07.2026 is also under challenge herein.

4. Having served the appellant for a period of about 28 years, the respondent no. 1, owing to certain personal circumstances, made a prayer for being voluntarily retired *vide* application dated 21.02.2024. In the said application dated 21.02.2024, the respondent no. 1 had also prayed that the notice period of three months for seeking voluntary retirement may be waived and also that her medical coverage facility post voluntary retirement may also be considered.



5. However, *vide* communication dated 12.03.2024, it was informed to the respondent no. 1 by the appellant that the request made by her *vide* her application dated 21.02.2024 was not permissible citing the provisions of paragraph 3.3.3.1 of Chapter III of the bye-laws of the appellant which stipulates that services of any member of technical staff shall be terminated by either party giving to the other party not less than three months' notice in writing or salary for three months in lieu thereof.

6. The respondent no.1 *vide* a letter dated 16.03.2024, again requested for waiver of notice period of three months and further that her prayer be reconsidered keeping in view the Medical Attendance Rules notified *vide* Office Memorandum No. 21/2009. Thereafter, *vide* letter dated 28.03.2024, the Manager, Personnel of the appellant informed that the competent authority has decided to accept her "resignation" by waiving the period of notice instead of accepting her prayer for "retirement". The letter/communication dated 28.03.2024 further states that there is no provision of voluntary retirement in the CRIS bye-laws and post-retirement medical facilities are not available to those employees who resign from the services of the appellant. The letter, however, further states that the matter of allowing voluntary retirement after rendering certain period of services is under consideration of the Executive Committee/Governing Council of the appellant and, therefore, in case, the respondent no.1 intended to make any representation or she intended to withdraw her resignation, she may do so, failing which the case of the respondent no.1 shall be processed as resignation.

7. In response to the said letter/communication dated 28.03.2024, the respondent no.1 *vide* her letter dated 30.03.2024, communicated her



acceptance of discontinuation of her services from the appellant w.e.f. 21.02.2024. The said acceptance, however, was without any prejudice to her claim for post resignation medical facility after 28 years of service for which it was also intimated by the respondent no.1 through the said letter dated 28.03.2024 that she shall be making a separate representation. Since the medical facilities were not being granted to the respondent no.1, she instituted the underlying writ petition, namely *W.P.(C) 15338/2024*, challenging the denial of said medical benefits and also challenging the interpretation being sought to be given by the appellant to Rule 8 of the Medical Attendance Rules, 2009.

8. The learned Single Judge has allowed the writ petition filed by the respondent no.1 *vide* impugned order dated 08.05.2026 and has also dismissed the Review Petition filed by the appellant *vide* order dated 08.07.2026. The judgment and order dated 08.05.2026 allowing the writ petition and the order dated 08.07.2026 dismissing the Review Petition, have been assailed in the proceedings of the instant intra-court appeal.

9. It has been argued primarily on behalf of the appellant that the learned Single Judge has not considered Rule 8 of the CRIS Medical Attendance Rules, 2009 (*hereinafter to be referred to as the “Medical Rules, 2009”*), which is in respect of post-retirement medical facility, correctly, and has wrongly held that such facilities will be available not only on retirement but also on resignation. In this regard, the submission is that Rule 8.4 of the said Medical Rules, 2009 was amended and the word “resignation” was deleted on 26.11.2010 and therefore, extending the benefit to the respondent no.1 of the post-retirement medical facilities is unlawful for the reason that she did not retire, for want of acceptance of her prayer for voluntary retirement;



rather she was treated to have resigned. Accordingly, the submission further is that in terms of amended Rule 8.4 of the said Medical Rules, 2009, an employee who resigned from the services of the appellant would not be entitled to the medical benefits post her resignation. It was also argued that the writ petition was not maintainable against the appellant for the reason that the appellant – Centre for Railway Information System is a society registered under the Societies Registration Act, 1860 and an autonomous body under the Ministry of Railways.

10. We may note, at this juncture, that though in the proceedings before learned Single Judge an issue regarding non-maintainability of the writ petition against the appellant – organization was taken on the ground that it is not amenable to writ jurisdiction of this Court, however, learned Single Judge has held the writ petition to be maintainable and in the appeal no such ground has been urged on behalf of the appellant which may persuade us to take a different view.

11. On behalf of the respondent no.1, the prayers made in this appeal have been vehemently opposed by submitting that judgment and order passed by learned Single, which is under challenge herein and the order passed in the Review Petition, are based on correct interpretation of the provisions relating to post-retirement medical facilities and therefore, the impugned judgment and order passed by learned Single Judge do not call for any interference by this Court in the instant appeal.

12. Learned counsel representing the respondent no.1 has argued that as per the provisions contained in the bye-laws of the appellant, the amendment in Rule 8.4 of the Medical Rules, 2009 could have been done only by the Governing Council of the appellant through the Executive Committee,



whereas the amendment in Rule 8.4 of the Medical Rules, 2009 has been done with the approval of the Managing Director of the appellant, whereby the word “resignation” is said to have been deleted from Rule 8.4 of the Medical Rules, 2009.

13. It has been contended, thus, on behalf of the respondent no.1 that the said amendment deleting the word “resignation” from Rule 8.4 of the Medical Rules, 2009 is without jurisdiction and the same cannot be given effect to so as to enable the appellant to deny the respondent no.1 the post-retirement medical facilities in terms of Rule 8 of the Medical Rules, 2009.

14. In rejoinder, learned counsel for the appellant has submitted that Rule 11 of the Medical Rules, 2009 empowers the Managing Director of the appellant to take an appropriate decision at his discretion in exceptional situations which are not covered by the said Rules. Accordingly, it has been argued that the Managing Director approved the proposal for deletion of the word “resignation” from Rule 8.4 of the Medical Rules, 2009, on 26.11.2010 and therefore, since the prayer for voluntary retirement made by the respondent no.1 was not accepted, rather she was treated to have resigned and therefore, she has rightly been denied the benefit of post-retirement medical facilities.

15. We have considered the competing submissions made by the learned counsel representing the respective parties and have also perused the record available before us on this intra-court appeal.

16. Before we delve into the contentions of the respective parties, certain provisions which are essential to be noticed for the purpose of deciding the issues at hand need to be discussed.



17. The appellant *vide* Office Memorandum No. 21/2009 issued Revised Medical Attendance Rules as approved by the Executive Committee. The said Rules came into operation w.e.f. 01.07.2009. Rule 8 of the Medical Attendance Rules, 2009 is in relation to post-retirement medical facility, which runs as under:

***“8. Post Retirement Medical Facility***

*8.1 An employee who has completed a minimum of 25 years of service in CRIS and on superannuation, he/she shall be entitled to reimbursement of expenditure incurred on indoor treatment for self and spouse only at the same rate as applicable to a regular employee. In case of death of the employee, while in service or after superannuation, the spouse will continue to get the facility.*

*8.2 An employee who has joined CRIS on permanent absorption from Govt. of India/State Govt. service including PSU/Bank would be eligible for Post Retirement Medical Facility irrespective of the number of years of service they have put in CRIS subject to their not availing this facility/not being entitled to from their parent organization.*

*8.3 Retired employee will also be entitled to one month (last pay) salary equivalent as outdoor reimbursement for himself & spouse only.*

*8.4 To avail this facility, the employee will be required to pay a sum equal to one month's Basic Pay + Grade Pay + DA at the time of superannuation/resignation.”*

18. Rule 8.1 of the afore-quoted rules provides that an employee having completed a minimum of 25 years of service shall be entitled to reimbursement of expenditure incurred on indoor treatment for self and spouse on his/her superannuation. It further provides that in case of death of the employee, his/her spouse will continue to get the facility. Rule 8.4 provides that to avail this facility, the employee will be required to pay a sum equal to one month's basic pay along with grade-pay and dearness allowance at the time of superannuation/resignation.



19. The appellant has been established as a society registered under the Societies Registration Act, 1860. Its affairs and functions are governed by rules and regulations. As per Rule 2(b), the Council means the Governing Council of the appellant. The composition of the Governing Council can be found in Rule 4.1. Rule 11 provides that the Governing Council shall be the executive body of the appellant and further that the Governing Council shall conduct the administration and management of the appellant with the assistance of the Executive Committee.

20. Rule 12 provides that the Governing Council may from time-to-time frame bye-laws, which shall not be inconsistent with the rules and regulations and may, *inter-alia*, provide for terms and tenure of appointments, emoluments, allowances and other conditions of service of officers and employees of the appellant. Certain bye-laws have been framed by the appellant under Rule 12 of the said Rules. The provision relating to termination of contract of service can be found in Clause 3.3.3 of the bye-laws, which is extracted hereunder:

|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “3.3.3  | <b><i>Termination of Contract</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 3.3.3.1 | <b><i>Technical Staff</i></b><br><br><i>Subject to any contract under bye-law 3.3.1 the agreement of service of any member of the technical staff shall be terminated by either party giving to the other not less than three months notice in writing or salary for 3 months in lieu thereof except during the period of probation when the period of notice shall be 7 days. Such period shall be relax-able by the Managing Director or a member of the staff to whom the power has been delegated.</i> |
| 3.3.3.2 | <b><i>Administrative Supporting and Miscellaneous Staff</i></b><br><br><i>The Service of any member of the administrative, supporting and miscellaneous staff shall be terminated by either party giving to the other a period of notice not less than three months or 3 months salary in lieu thereof. Such period of notice shall be relax-able by Managing Director or a member of the staff to whom the power has been delegated.</i>                                                                  |



|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.3.3.3 | <p><b><i>Curtailment period of notice</i></b></p> <p><i>Notwithstanding anything contained in 3.3.3.1. and 3.3.3.2</i></p> <p><i>(a) the service of any member of the staff may be terminated by giving a shorter notice than that specified in paragraphs 3.3.3.1 or 3.3.3.2 on payment to him/her of a sum equivalent to the amount of pay plus allowance for the period by which such notice falls short of the period specified.</i></p> <p><i>(b) the appointing authority, or the authority to whom the power has been delegated, may accept a shorter period of notice from a member of the staff in special circumstances</i></p> |
| 3.3.3.4 | <p><b><i>Leave on termination of Contract</i></b></p> <p><i>In case an employee wants to leave the job and serves notice on the administration, the earned leave on full pay to his/her credit may be counted towards the period of notice required under bye-laws 3.3.3.1 and 3.3.3.2 and for any part not so utilized, pay and allowances for a period not exceeding 300 days may be paid at the discretion of the Managing Director or a member of the staff to whom the power has been delegated by the Managing Director.”</i></p>                                                                                                   |

21. As per Clause 3.3.3.1 of the bye-laws afore-quoted, agreement of service of the technical staff can be terminated by either party giving notice of not less than three months in writing or salary for 3 months in lieu thereof. Such period, however, is relaxable by the Managing Director or any other member of the staff to whom such power has been delegated. It is also noticeable that Clause 3.3.3 provides that service of any member of the staff can be terminated by giving a shorter notice than specified on payment of a sum equivalent to the amount of pay + allowances for the period such notice falls short of the specified period. It further provides that the appointing authority or any other authority to whom such power has been delegated can accept the shorter period of notice from a member of the staff in special circumstances.

22. Clause 4 of the bye-laws provides for powers, duties and functions of the Executive Committee of the appellant, which includes the function of considering and submitting for approval of the Governing Council the



proposal made by the Managing Director for alteration, addition and modification to bye-laws made under the rules of the CRIS. The function of the Executive Committee is also to propose addition and modification of the rules and regulations of the CRIS to meet the aims and objectives of the appellant – organization for approval of the Governing Council.

23. Clause 4.2 of the bye-laws prescribes the duties of the Managing Director. One of the duties cast on the Managing Director, as per Clause 4.2.8 of the bye-laws is to propose additions, alterations and modifications to the bye-laws for any matter for consideration of the Executive Committee and approval of the Governing Council. Thus, from a perusal of the rules and regulations and the bye-laws of the appellant, it is clear that so far as determination of the conditions of service, which will include terms and tenure of appointments, emoluments, allowances and the other conditions of the officers and employees of the appellant is concerned, it is the Governing Council which is empowered to frame relevant bye-laws or rules or regulations.

24. Admittedly, Rule 8.4 of the Medical Rules, 2009 issued *vide* Office Memorandum No. 21/2009 uses the word “resignation” alongside superannuation. In Rule 8.1, though the word “resignation” does not occur, however if Rule 8.1 and 8.4 are read together, it would become clear that post-retirement medical facilities will be available on the occurrence of superannuation as also resignation. If any other interpretation is given to the provisions of Rule 8.4 read with Rule 8.1 for excluding the benefit of post-retirement medical facility to a staff member of the appellant who has resigned, in our opinion, the word “resignation” occurring in Rule 8.4 shall be redundant or otiose. It is thought that the Medical Rules, 2009 are not



statutory (having not been framed under any statute); however, the same are binding, having been framed by the appellant itself. The benefit accruing to a staff who superannuates, so far as the same relates to post-retirement medical facility, will, thus, be available to a staff who resigns from the appellant – organization.

25. It is also noteworthy that had the benefit of post-retirement medical facility was not to be extended to a staff resigning from the appellant – organization, there was no need for the appellant to have attempted deletion of the word “resignation” from Rule 8.4 *vide* approval of the Managing Director accorded on 26.11.2010.

26. The question, however, is as to whether the deletion of the word “resignation” from Rule 8.4 of the Medical Rules, 2009 is lawful or not. It appears from a perusal of the Office Noting available at Page 193 of the instant appeal that a proposal for deletion of the word “resignation” in Rule 8.4 of the Medical Rules, 2009 was moved by the Office, clearly stating that the said word needs to be dropped on the analogy that those resigning from service are not covered under the liberalized health scheme applicable to railway employees. The said proposal, which was approved by the Managing Director on 26.11.2010, however, was neither taken in nor considered by either the Executive Committee of the appellant or by its Governing Council.

27. In this regard, we may refer to certain documents which are available at pages 194 to 201 of the instant appeal, which are certain agenda items in respect of which decisions were taken by the 31<sup>st</sup> Governing Council said to be held on 13.01.2025. One of the agenda items which was discussed was in relation to clarification sought to the effect that employees who resign after



25 years of service are also eligible for post-retirement medical benefits like employees retiring on superannuation. The decision taken by the Governing Council in its 31<sup>st</sup> meeting is that the appellant shall follow stricter rules of bye-laws and further that the present system will continue for the employees retiring on superannuation. The agenda item no. 4, the proposal thereof and the decision taken in respect of the said agenda are extracted herein below:

***“Agenda item No-4:***

***Post Retirement Medical Facility to CRIS employees on completion of 25 years of service but before superannuation.***

***Proposal:*** Approval is sought from the Governing Council (GC) to clarify that employees who resign after 25 years of service are also eligible for PRMF, like employees retiring on superannuation.

***Decision:*** CRIS to follow stricter rules of Bye-laws. Present System to continue for CRIS employees retiring on superannuation.”

28. It appears that the appellant was conscious of the fact that any decision relating to conditions of service which would include post-retirement benefits as well has to be taken by the Governing Council and cannot be taken at the level of the Managing Director of the appellant and, accordingly, the issue was placed before the Governing Council which considered and took a decision in its 31<sup>st</sup> meeting.

29. We may also refer to certain contents of a letter dated 14.07.2025 which is the reply furnished by the appellant to a legal notice given on behalf of the CRIS Engineers Welfare Association (CEWA). The said letter clearly states that the Office Memorandum dated 26.11.2010 removed the “resignation” clause in paragraph 8.4, barring employees from post-retirement benefits after completing 25 years of service. It is further stated therein that this order i.e., the order dated 26.11.2010, was approved solely by the Managing Director and, thereafter, by-passing requisite approval of



the Executive Committee as per bye-laws. The relevant extract of the reply given by the appellant to the legal notice contained in the letter dated 14.07.2025 is extracted herein below:

*“ii. Office Order No. 25/2010 (26.11.2010): The OM dated 26.11.2010 removed the “resignation” clause in Para 8.4, barring employees from post-retirement benefits after completing 25 years of service. This order, issued by Registrar Ms. Archana Joshi, was approved solely by Managing Director (MD), CRIS, again by-passing requisite approval of the EC as per Bye Laws.”*

30. As already noticed above, the approval of the Governing Council was sought in respect of clarification that employees who resign after 25 years of service are also eligible for post-retirement medical facilities, on which decision was taken denying the same by observing that the present system will continue for employees retiring on superannuation by the Governing Council in its 31<sup>st</sup> meeting held on 13.01.2025.

31. Accordingly, in reply to the legal notice, the appellant *vide* its letter dated 14.07.2025 informed that the Office Memorandum dated 26.11.2010 removing the word “resignation” from Rule 8.4 was approved only by the Managing Director and thereafter the requisite approval of the Executive Committee as per the requirement of bye-laws was taken. The requisite approval by the Governing Council as demanded by the Executive Committee of the appellant was taken in its 31<sup>st</sup> meeting, which was held after the resignation of the respondent no.1 was accepted by the appellant.

32. On the basis of the discussions made above, what we conclude is that the plea taken by the appellant regarding deletion/omission of the word “resignation” from Rule 8.4 *vide* Office Memorandum dated 26.11.2010 is not tenable for the reason that such amendment amounting to deletion of the



word “resignation” was done only with the approval of the Managing Director and not by the Governing Council or the Executive Committee of the appellant. In this view, we are further of the opinion that at the time when the resignation of the respondent no.1 was accepted, as per Rule 8.4 of the Medical Rules, 2009, any employee whose services were terminated on account of resignation would also be entitled to post-retirement medical facility in terms of Rule 8 of the said Rules.

33. So far as the submission made by the respondent no. 1 based on Rule 11 of the Medical Rules, 2009 is concerned, we may only observe that any relaxation, deletion or modification in the said Rules could be decided at the discretion of the Managing Director only in any exceptional situation which is not covered by the said Rules. So far as grant of post-retirement medical facility is concerned, the same is governed by Rule 8, 8.1 and 8.4 read together, which entitled a staff resigning from the services of the appellant if the resignation took place before the decision of the Governing Council taken in its 31<sup>st</sup> meeting on 13.01.2025.

34. In the instant case, the resignation of the respondent no.1 was accepted *vide* letter dated 28.03.2024, which is prior to the decision of the Governing Council of the appellant and, therefore, the respondent no. 1 is entitled to post-retirement medical benefits.

35. As to whether an employee on resignation will be entitled to certain post-retirement benefits, which would include post-retirement medical benefits as well, depends on what has been prescribed by the rules. It is generally understood in service jurisprudence that in a situation where an employee resigns, he/she forfeits his/her right to seek post-retirement benefits. In case even on resignation, such benefits are available as per the



prescription in the rules, disentitling an employee, resigning from service, the benefits of post-retirement medical benefits will be impermissible. Any relationship between an employee and employer is primarily a contract, terms of which are governed by rules regulating the conditions of service, and if there exists any rule which permits grant of post-retirement medical benefits to an employee who severs his/her relationship from the employer by resignation, in that eventuality denial of such benefits would be absolutely arbitrary and hence will not be sustainable.

36. In the instant case, we have already noticed that the word “resignation” was not deleted by the competent authority as the same is said to have been deleted by Office Memorandum dated 26.11.2010 only with the approval of the Managing Director and not by the Governing Council/Executive Committee of the appellant, therefore, this deletion of the word “resignation” cannot be read to have been deleted so far as entitlement of the respondent no.1 for grant of post-retirement medical benefits are concerned.

37. Learned Single Judge has elaborately dealt with all the aforesaid issues and has accordingly held the respondent no.1 to be entitled to such benefits.

38. The appellant has utterly failed to bring home any good ground to impeach the impugned judgment and order dated 08.05.2026 passed in the writ petition, namely *W.P.(C.) No. 15338/2024* and the order of dismissing the Review Petition, namely *Review Petition No. 292/2026*, dated 08.07.2026, so as to call upon us to interfere with the same.



39. Resultantly, the appeal fails, which is hereby dismissed along with the pending application, if any.

40. However, there will be no order as to costs.

**(DEVENDRA KUMAR UPADHYAYA)**  
**CHIEF JUSTICE**

**(TEJAS KARIA)**  
**JUDGE**

**AUGUST 12, 2026**  
**"shailndra"**