

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

+

WP(C) No.7089/2013 & C.M. No. 7143/2015

%

22nd April, 2015

BHUPINDER SINGH

..... Petitioner

Through: Mr.Vivek Singh, Advocate.

versus

PUNJAB & SIND BANK

..... Respondent

Through: Ms.Kittu Bajaj, Advocate

CORAM:

HON'BLE MR. JUSTICE VALMIKI J.MEHTA

To be referred to the Reporter or not? **Yes**

VALMIKI J. MEHTA, J (ORAL)

1. By this writ petition filed under Article 226 of the Constitution of India, petitioner, who is working as an Assistant General Manager with the respondent/Punjab & Sind Bank, seeks quashing of the impugned charge-sheet dated 29.4.2013 on the ground that charges in the same are basically only a recast of the charges which were made in terms of an earlier charge-sheet dated 04.10.2011, and which charges after enquiry were held not proved against the petitioner with respect to 4 out of 5 charges and only one charge (5th charge) was proved and that too only partially. In sum and substance, the petitioner for quashing of the charge-sheet dated 29.4.2013 pleads the case of

‘double jeopardy’, and the fact that earlier proceedings would be *res judicata* against the respondent/Bank with respect to the same set of facts.

2. Since the issue in the present case is with respect to whether the charges in the first charge-sheet dated 04.10.2011 and the second charge-sheet dated 29.4.2013 are the same, let me at this stage reproduce the statement of allegations under the first and the second charge-sheet, and which read as under:-

“

October 4, 2011

STATEMENT OF ALLEGATIONS

Sh.Bhupinder Singh, Asstt. General Manager is alleged to have committed irregularities/lapses in the account of M/s Rajat Pharmachem Ltd. during his tenure as In Charge, IBD Mumbai from 26.04.2005 to 24.10.2008.

The party was sanctioned Usance Bills Discounting Limit of Rs.1500 lacs vide GM (Advances) sanction No.GM(A)-R-17/07/08 dated 07.09.2007 modified vide ED Sanction No.ED-R-73/2007-08 dated 29.03.2008 against the bills/hundies raised by the Co. duly accepted by STC and endorsed in favour of the bank. The proceeds of the bills discounted/negotiated were to be made payable directly to PNB-A/c Rajat Pharmachem Ltd. Following irregularities/lapses were committed by him:

01. That out of 14.53 Crore outstanding in the above account, Rs.2.73 Crores only represent the finance allowed against bills of exchange accepted by STC whereas the remaining amount of Rs.11.81 Crore is on account of finance provided by the branch against invoices accepted by STC. The sanction does not stipulate purchase/discount of invoices accepted by STC. As such, finance against invoices accepted by STC was provided by him in violation of terms and conditions of the sanction.

02. (a) That amended Sanction No.ED-R-73/2007-08, it was stipulated that “Co. to provide Credit Insurance Policy on specific buyer, in line with other financing banks.....Credit Insurance claim, if any, will be paid to the

discounting/financing bank only". The said condition of the sanction was not complied with by him.

02. (b) That he had not ensured whether any insurance claim was lodged by STC for credit insurance taken by them on the specific buyers.

3. That there was non-obtention, non-perusal & non-reference of Agreement between STC & Rajat Pharmachme Ltd. while recommending sanctioning of credit facilities to M/s Rajat Pharmachem Ltd.

4. That M/s Rajat Pharmachem Ltd. was involved in merchandizing trade transactions Import/Export which are self liquidating & do not require bank finance as per RBI Cir. No.AP(DIR) Series) No.4 dated 19.07.2003. Thus, recommendation of sanctioning of credit facilities of the party was in violation of RBI guidelines.

5. That out of total bills amounting to Rs.22.78 Crore discounted by the branch, Rs.10.40 Core (Rs.9.80 Cr. On 19.03.08 & Rs.0.60 Crore on 24.03.2008) were remitted by the branch to PNB-A/c M/s Rajat International instead of M/s Rajat Pharmachem Ltd. He, therefore, had not only violated the terms of the sanction grossly but also allowed diversion of funds.

29 April, 2013

STATEMENT OF ALLEGATIONS

Sh.Bhupinder Singh, Asstt. General Manager, HO Accounts & Audit Deptt., Rajendra Place, New Delhi, is alleged to have committed irregularities/lapses in the account of M/s Rajat Pharmachem Ltd. during his tenure as In charge, IBD Mumbai from 26.04.2005 to 24.10.2008.

The party was sanctioned Usance Bills Discounting Limit of Rs. 1500 lacs vide GM (Advances) sanction No. GM (A)-R-17/07/08 dated 07.09.2007 modified vide ED Sanction No. ED-R-73/2007-08 dated 29.03.2008 against the bills/hundies raised by the Co. duly accepted by STC and endorsed in favour of the bank. The proceeds of the bills discounted/negotiated were to be made payable directly to PNB-A/c Rajat Pharmachem Ltd.

He was involved in appraisal of the proposal of M/S Rajat Pharmachem Ltd. for facilities, seeking ratifications/exemptions in terms and conditions of the sanction, discounting of documents of M/S Rajat Pharmachem Ltd.

including invoices and disbursement of proceeds of discounted export documents and following irregularities/lapses were committed by him:

1. That he had recommended the facilities for M/S Rajat Pharmachem Ltd. without collecting copy of agreement between State Trading Corporation (STC) and M/S Rajat Pharmachem Ltd. while in the appraisal, he had stressed that due to said arrangement between STC & RPL, bank interest is safe. The said agreement clearly mentioned that STC will honour the commitments only after receipt of money from the buyer (M/s Loben Trading Co. Pte. Ltd. in the instant case) and further the agreement also talked about the involvement of M/S Rajat Pharmachem Ltd. in merchandising trade transaction. These aspects were not brought out by him at the appraisal stage.

2. The HO granted sanction for discounting of bills of M/S Rajat Pharmachem Ltd. only. However, he while corresponding with Zonal Office, Mumbai on various occasions, such as, on 28/09/2007, 03/10/2007 & 04.10.2007 etc. seeking modifications to the sanction terms and conditions, had not specifically sought approval for discounting of invoices also and added the word “invoices” along with Bills in his letter to confuse the ZO/HO surreptitiously and dishonestly.

3. That he, vide letter dated 12.10.2007, while seeking amendment of terms and conditions of the sanction, also mentioned that as permitted by ZO vide letter dated 08.10.2007, branch has already discounted bill/invoices for Rs. 8.24 Crore (approx.). This letter shows his malafide intention to cause wrongful gain to M/S Rajat Pharmachem Ltd. by misleading the ZO as ZO had permitted for discounting of bills only, vide aforesaid letter dated 08.10.2007.

4. All the 20 outstanding invoices were only acknowledged are not accepted by STC. He, however, has knowingly and wrongly informed ZO and STC has accepted the invoices, which amounts to suppression and misrepresentation of facts to benefit the directors of M/S Rajat Pharmachem Ltd.

5. At every state, STC, while responding to his request for accepting bill of exchange/invoices of M/S Rajat Pharmachem Ltd. clearly mentioned that they will make payment to the bank after realization of money from M/s

Loben Trading Co. Ptd. Ltd. However, he neither objected to this nor informed to ZO/HO.

6. He while discounting the bills/invoices had accepted incomplete and photocopies of companies and did not raise objection in this regard, thereby putting bank's interest in jeopardy.

7. That while sending reply to the query raised by ED in 2nd week of March 2008, he wrongly informed that 5 bills were outstanding at the branch of realization, whereas there were two bills and three invoices outstanding. He deliberately did so to conceal the fact of discounting of invoices by him.

8. That he has violated the terms and conditions regarding disbursement procedure by depositing the money in the current account of M/S Rajat Pharmachem Ltd. (RPL) maintained at IBC Mumbai instead of depositing them at PNB, which is the main banker of M/S Rajat Pharmachem Ltd.

9. That he failed to raise any doubt at any point of time on the conduct and affairs of M/S Rajat Pharmachem Ltd. (RPL). He has not acted like a prudent banker and failed to verify the genuineness of the transactions. He such type of action do not amount to mere negligence but also facilitated the borrower to commit the fraud.

10. His above act of omission and commissions have resulted in a loss of Rs. 21.44 Crore to the bank."

3. A reading of the statement of allegations made in the first charge-sheet dated 04.10.2011 shows that the 1st charge is with respect to the aspect that respondent/Bank had only permitted discounting of bills of exchange (referring to as bills in the charge-sheet) in the account of M/s Rajat Pharmachem Ltd, but the petitioner instead allowed discounting of invoices, therefore, financing against discounting of invoices was beyond the terms of sanction. In the 3rd imputation of allegation in the first charge-sheet, it is also

stated that the petitioner is guilty of non-obtention, non-perusal and non-reference of the Agreement between the State Trading Corporation (STC) and the borrower/customer M/s Rajat Pharmachem Ltd while recommending sanctioning of the credit facilities to the customer M/s Rajat Pharmachem Ltd. It may be noted that STC was the channelizing agency through which the customer M/s Rajat Pharmachem Ltd was selling its goods to the foreign buyer M/s Loben Trading Co. Pte. Ltd. The 5th imputation of allegation in the first charge-sheet was with respect to the aspect that after discounting of the bills/invoices, the amount was to be credited with respect to the loan granted on discounting to M/s Rajat Pharmachem Ltd, but it was instead sent to the P&B-A/c M/s Rajat International.

4. In the earlier enquiry proceedings, and which concluded with the Enquiry Report of the enquiring authority dated 20.9.2012, petitioner was exonerated qua 1st to 4th charges, and qua the 5th charge, the same was held to be only partially proved.

5. A reading of the 10 charges made against the petitioner in the second charge-sheet dated 29.4.13 makes interesting reading, and this I am stating because really what was stated in the imputation of allegations in the earlier charge-sheet dated 04.10.2011 has been made into several imputation of allegations in the second charge-sheet, and as discussed below, not only the

various/repeated imputation of allegations by different paras have been essentially made from one/same imputation of allegation so as to unnecessarily create more than one charges only by repetition, but also, the object of repeating the charges by stating the same charges in different manner is essentially to rehash the factual aspects/charges which were made against the petitioner in the earlier charge-sheet, and with respect to which, petitioner was exonerated. A reading of the first charge-sheet along with the second charge-sheet leaves this Court with an impression that the respondent/Bank is actually resorting to witch-hunting against the petitioner, and the detailed reasons are now given hereinafter.

6. When we read the 1st, 4th and the 5th imputation of allegations in the second charge-sheet, it is seen that these essentially are the same which formed the subject matter of the 3rd imputation of allegation in the first charge-sheet i.e charge on account of non-obtaining of, non-reading and not-referring to the agreement between STC and M/s Rajat Pharmachem Ltd at the time of seeking sanction of the bills discounting facility to M/s Rajat Pharmachem Ltd and all the necessary consequences, and only which consequences have been re-stated as imputation of allegations 1, 4 and 5 in the second charge-sheet. The imputation of allegations 1, 4 and 5 in the second charge-sheet, in essence, is that there was a clause in the agreement between STC and

M/s Rajat Pharmachem Ltd that STC will make payment to the respondent/Bank only after receiving money from M/s Loben Trading Co. Pte. Ltd to whom goods were sold by M/s Rajat Pharmachem Ltd, and since this agreement was not obtained, i.e in non-obtaining, non-perusing and non-referring to the same, results in information not having been obtained by the petitioner that STC will pay to the respondent/Bank only after STC receives the money from M/s Loben Trading Co. Pte. Ltd.

7. I may also state that charge of imputation of allegation 4 in the second charge-sheet will be related to imputation of allegations 2 and 3 in the first charge-sheet, and the same is dealt with hereinafter and which is with respect to discounting of invoices as differentiated from bills i.e bills of exchange. Therefore, imputation of allegations 1, 4 and 5 contained in the second charge-sheet are in fact only a repetition in the statement of allegations contained in 3rd imputation of allegation of first charge-sheet.

8. The 1st imputation of allegation in the first charge-sheet is that sanctioning was only with respect to discounting of bills of exchange, but petitioner in fact allowed discounting of invoices and which was therefore an illegal act because sanction was for discounting of bills of exchange and not for discounting/purchasing of invoices. The 1st imputation of allegation in the first charge-sheet was a very wide imputation of allegation, and which was

enquired into in detail in the Enquiry Report dated 20.9.2012, and the Enquiry Officer from internal pages 2 to 16 in the Enquiry Report has dealt with this aspect in detail, and thereafter arrived at a conclusion to exonerate the petitioner qua this imputation of allegation in the first charge-sheet. I may also note that the Enquiry Officer's Report is in single spacing of a full scape-sheet, and therefore essentially the petitioner was exonerated by means of a detailed discussion running into around 30 pages of double spacing, wherein stands of parties, depositions of witnesses and their cross-examinations, documents with their inferences etc etc are duly recorded by the Enquiry Officer.

9. A reading of imputation of allegation 1, 2, 3 and 7 of the second charge-sheet shows that, essentially the allegations are with respect to the fact that the petitioner wrongly allowed discounting of invoices instead of discounting of bills of exchange, however these imputation of allegations 1, 2, 3 & 7 in the second charge-sheet are only elaboration of facts stated in the 1st imputation of allegation in the first charge-sheet, and which was of petitioner wrongly allowing discounting of invoices, although only discounting/purchasing of bills of exchange was permitted. Therefore, a fresh charge-sheet with respect to imputation of allegation 1 made in the first charge-sheet by simply now elaborating them and putting them as separate

charges, and repeating effectively the same thing which was already stated in imputation of allegation 1 in the first charge-sheet shows that no case is made out for a fresh enquiry against the petitioner with respect to imputation of allegations 1, 2, 3 & 7 contained in the second charge-sheet, and which are essentially with respect to the petitioner illegally acting by discounting invoices instead of discounting of bills of exchange at different times in the operation of the account.

10. The 5th imputation of allegation in the first charge-sheet pertains to the amount to be paid to the customer M/s Rajat Pharmachem Ltd being deposited in the account of PNB-A/c M/s Rajat International instead of being deposited with M/s Rajat Pharmachem Ltd, and though imputation of allegation 8 in the second charge-sheet is differently worded, but in essence, the charge against the petitioner by both the imputation of allegation 5 in the first charge-sheet and 8 in the second charge-sheet is that the amount which was available to the customer as loan after discounting was wrongly disbursed. Wrong disbursement therefore is the same head both in the imputation of allegation 5 in the first charge-sheet and imputation of allegation 8 in the second charge-sheet and thus ultimately being the same charge of wrongful disbursement of the amount lent and available to the customer by discounting/purchasing of the bills/invoices.

I would hereinafter with respect to this aspect be noting the effect of Explanation IV to Section 11 of the Code of Civil Procedure, 1908 (CPC), and which contains the principle of constructive *res judicata* i.e whatever conclusions which are arrived at on a set of facts, the same set of conclusions if already decided upon, they cannot be the basis of drawing another conclusion therefrom.

11. Essentially therefore it is seen that the three imputation of allegations in the first charge-sheet pertained to the petitioner discounting invoices instead of discounting bills of exchange, not obtaining the agreement of the customer M/s Rajat Pharmachem Ltd with STC and its consequences and of wrong disbursal of funds. The imputation of allegations 1 to 8 in the second charge-sheet are essentially the same allegations, by further noting that imputation of allegation 6 in the second charge-sheet also is only with respect to obtaining incomplete photocopies of the documents at the time of discounting of the bills/invoices, and essentially it is part and parcel of the same charge against the petitioner of wrongly allowing discounting of invoices instead of only allowing discounting of bills of exchange. So far as imputation of allegations 9 and 10 in the second charge-sheet are concerned, the same are only consequences which also would have flowed from the charges contained in the first charge-sheet.

12. The principle with respect to a person not being subjected to ‘doubly jeopardy’ is constitutionally provided in Article 20 (2) of the Constitution of India. The same principle applies even to departmental proceedings, and so held by the Division Bench of this Court in the case of ***S.M.Dongarwar Vs. PEC Limited (A Govt. of India Enterprise)*** in LPA No.215/2013 decided on 16.7.2013. The relevant paragraphs of this judgment are contained in paras 15 to 20, and which read as under:

15. The rule of ‘double jeopardy’ proscribes a person from being tried in respect of the same charges for which he has been tried earlier and acquitted or convicted. A person accused of an offence is entitled to enter peremptory plea of “*autrefois acquit*” or “*autrefois convict*” (*autrefois* means “previously” in french). Thereby pleading that the accused has already been acquitted or convicted of the same offence for which he is now been tried and thus cannot be proceeded against for the second time. This rule of ‘double jeopardy’ is embodied in Article 20 (2) of the Constitution of India which reads as under:-

“(2) No person shall be prosecuted and punished for the same offence more than once.”

16. A similar rule is also found in the Fifth Amendment of the American Constitution which reads as follows:

“nor shall any person be subject, for the same offence, to be twice jeopardy of life or limb”.

17. In the case of ***Albrecht v. United States: (1927) 273 U.S. 1 : 71 Law Ed 505***, Justice Brandeis delivered the unanimous opinion of the U.S. Supreme Court as under:-

“There is a claim of violation of the Fifth Amendment by the imposition of double punishment. This contention rests upon the following facts. Of the nine counts in the information, four charged

illegal possession of liquor, four illegal sale, and one maintaining a common nuisance. The contention is that there was double punishment because the liquor which the defendants were convicted for having sold is the same that they were convicted for having possessed. But possessing and selling are distinct offenses. One may obviously possess without selling, and one may sell and cause to be delivered a thing of which he has never had possession, or one may have possession and later sell, as appears to have been done in this case. The fact that the person sells the liquor which he possessed does not render the possession and the sale necessarily a single offense. There is nothing in the Constitution which prevents Congress from punishing separately each step leading to the consummation of a transaction which it has power to prohibit, and punishing also the completed transaction. The precise question does not appear to have been discussed in either this or a lower federal court in connection with the National Prohibition Act, but the general principle is well established.”

It is apparent from the above that the rule of double jeopardy is founded identity of offences and not the commonality of facts.

18. A Constitution Bench of the Supreme Court in the case of **Maqbool Hussain v. the State of Bombay: AIR 1953 SC 325** explained the fundamental right guaranteed under Article 20 (2) of the Constitution of India as under :-

“7. The fundamental right which is guaranteed in article 20(2) enunciates the principle of "autrefois convict" or "double jeopardy". The roots of that principle are to be found in the well established rule of the common law of England "that where a person has been convicted of an offence by a court of competent jurisdiction the conviction is a bar to all further criminal proceedings for the same offence." (Per Charles J. in Reg. v. Miles 24, Q.B.D. 423. To the same effect is the ancient maxim "Nemo bis debet punire pro uno delicto", that is to say that no one ought to be twice punished for one offence or as it is sometimes written "pro eadem causa", that is, for the same cause.

8. This is the principle on which the party pursued has available to him the plea of "autrefois convict" or " autrefois acquit". "The plea of

'autrefois convict' or 'autrefois acquit' avers that the defendant has been previously convicted or acquitted on a charge for the same offence as that in respect of which he is arraigned..... The question for the jury on the issue is whether the defendant has previously been in jeopardy in respect of the charge on which he is arraigned, for the rule of law is that a person must not be put in peril twice for the same offence. The test is whether the former offence and the offence now charged have the same ingredients in the sense that the facts constituting the one are sufficient to justify a conviction of the other, not that the facts relied on by the Crown are the same in the two trials. A plea of 'autrefois acquit' is not proved unless it is shown that the verdict of acquittal of the previous charge necessarily involves an acquittal of the latter." (Vide Halsbury's Laws of England, Hailsham Edition, Vol. 9, pages 152 and 153, paragraph 212)."

19. It can be understood from the above that the essential conditions for invoking the rule of 'double jeopardy' is that the offence for which a person is accused must be the same offence for which he has been tried earlier and acquitted or convicted as the case may be. The Supreme Court in the case of **State of Bombay v. S.N. Apte and Anr.**: AIR 1961 SC 578 considered the case of an accused who, on the same set of facts, had been tried for an offence under Section 105 of the Insurance Act and also brought to trial for offence under Section 409 of the IPC. Considering the question of applicability of the rule of 'double jeopardy', the Court held that the essential condition of rule of 'double jeopardy' is that the second prosecution must be for the same offence for which the person has been tried earlier. The Court further held that:-

“if, therefore, the offences were distinct there is no question of the rule as to 'double jeopardy' as embodied in Article 20 (2) of the Constitution being applicable.

20. It is also relevant to refer to the decision of the Supreme Court in the case of **State of Haryana v. Balwant Singh**: AIR 2003 SC 1253. The respondent in that case was a bus driver employed by Haryana Roadways and was involved in an accident caused by his rash and negligent driving. In the said accident one person died and certain others suffered injuries. A claim petition was filed before the Motor Accidents Claim Tribunal which resulted in a loss of Rs.1,12,950/- to the Transport Department of the State

of Haryana. A charge-sheet was issued under Rule 7 of Haryana Civil Services (Punishment & Appeal), Rules, 1987 and after holding an inquiry a punishment was imposed on the respondent reducing his pay to the minimum of the salary payable to a time scale driver for a period of four years. On account of causing the same accident, a criminal case was also registered for offences under Sections 279, 337, 338 and 304-A IPC and the respondent was convicted by the Court after trial in a criminal case. Based on this conviction, an order dated 17.09.1992 was passed by the employer/Haryana Roadways terminating the services of the respondent. The respondent challenged the termination order dated 17.09.1992 as being barred by the rule of 'double jeopardy' in view of the Article 20(2) of the Constitution of India. The respondent filed an appeal before the Commissioner and Secretary, Haryana Roadways against the termination order on the ground that he could not be tried twice for the same offence. The respondent also filed a suit alleging that he was not afforded adequate opportunity to meet the allegations and that the order terminating his services was passed only on the basis of conviction by the Sessions judge. After trial the suit was dismissed and the appeal preferred by the respondent against such dismissal was also rejected. The respondent preferred a second appeal before the High Court of Punjab and Haryana. The High Court accepted the plea of the respondent that he could not be punished twice for the same offence and set aside the decrees passed by the courts below. On an appeal preferred by the State of Haryana, the Supreme Court set aside the decision of the High Court and held as under:-

“4. From the facts that are not in dispute, it is abundantly clear that the order dated 12.3.1990 was passed against the respondent reducing the pay to the minimum of time scale of Driver for a period of four years on account of his causing loss and bringing bad name to the Department in the light of the order passed by the Motors Accidents Claims Tribunal, that too after holding enquiry under the Rules after giving him opportunity. The second order dated 17.9.1992 was passed on the basis of the conviction and sentence passed against him by the competent criminal court for the offence under Section 304-A IPC which was permissible under the Rules. These being the facts, there was no question of prosecuting and punishing the respondent for the same offence twice. The High Court was not right in equating departmental enquiries on different grounds to a prosecution in

criminal case. The High Court also has failed to see that the two orders passed against the respondent were on different grounds and were on different cause of actions. (emphasis supplied)”

13. I have already discussed in detail the factual aspects of both the charge-sheets, and it is found that leaving aside minor consequences and minor differences of language, in essence, the charges in both the charge-sheets are the same. Once the petitioner has been subjected to departmental proceedings and a detailed enquiry report was given exonerating the petitioner on all the charges except charge 5 which was partially proved, and with respect to which the petitioner has already been imposed upon the penalty of reduction by two stages in the time scale of pay for two years with cumulative effect, petitioner cannot be subjected to double-jeopardy of being issued a second charge-sheet on essentially the same charges.

14 (i). Besides the aspect of petitioner not being subjected to double jeopardy, it is also relevant to note Explanation IV to Section 11 CPC, and which provision reads as under:-

“Explanation IV – Any matter which might and ought to have been made ground of defence or attack in such former suit shall be deemed to have been a matter directly and substantially in issue in such suit.”

(ii) The aforesaid provision states that any matter which might or ought to have been made a ground of defence or attack in a particular proceeding, is

deemed to be directly and substantially in issue in that earlier proceeding. The effect of the doctrine of constructive *res judicata* is, whatever are the conclusions to be drawn from one set of facts and incidental facts, the same can only be drawn once, and once that conclusion is drawn in the form of a judgment between the parties, the earlier judgment on the facts which might or ought to have been asserted stands decided by the doctrine of constructive *res judicata*. The object contained in this provision is similar to the principle of a person being not put to double jeopardy i.e there should not be re-trial of issues which are already once decided or which are deemed to be decided as they could have been taken up in the earlier proceedings. In the facts of the present case, since the fresh set of imputation of allegations in the second charge-sheet are essentially arising from wrongly discounting of invoices in the account of M/s Rajat Pharmachem Ltd, of not obtaining documents from STC with respect to the amount that would be credited only after receiving of the money from M/s Loben Trading Co. Pte. Ltd etc etc have been only re-stated in different words in the second charge-sheet, and hence issuance of the second charge-sheet is liable to be quashed on the principle of double jeopardy as also constructive *res judicata* as stated above.

15. In view of the above, the writ petition is allowed. The impugned charge-sheet dated 29.4.2013 along with the statement of allegations are quashed and it is held that the respondent/Bank cannot take any departmental proceedings against the petitioner as per the charge-sheet and the imputation/statement of allegations dated 29.4.2013. Parties are left to bear their own costs.

C.M.No.7143/2015

No further orders are required on this application as the main writ petition stands allowed and disposed of.

APRIL 22, 2015
KA

VALMIKI J. MEHTA, J.