

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.4073 of 2011

1. Md. Ahsan Ahmad Ansari S/O Utsman Ganni Ansari Resident At Mahal, P.O.- Bahadurpur Bazar, P.S.- Jamo Bazar, Distt.- Siwan

.... Petitioner/s

Versus

- 1. State Bank Of India Through Its General Manager Local Office, West Gandhi Maidan, Patna
- 2. The General Manager (Network-Ii) Appointing Authority, Local Head Office, West Gandhi Maidan, Patna
- 3. The Assistant General Manager (Gr) Local Head Office, West Gandhi Maidan, Patna
- 4. The Branch Manager, State Bank Of India, Ziradei Branch, Distt.- Siwan
- 5. The Regional Manager Null Regional Business Office, Rajendra Dak Bangla Road, Patna

.... Respondent/s

with

Civil Writ Jurisdiction Case No. 2576 of 2011

1. Santosh Kumar S/O Kamta Prasad R/O Moh-Panjabi Mohalla, P.S.Sasaram, Distt-Rohtas

.... Petitioner/s

Versus

- 1. The State Bank Of India Through The Deputy Managing Director And Corporate Development Officer(Dmd&Cdo), State Bank Of India Corporate Centre, Madarna Cama Road, Mumbai-400021
- 2. The Deputy Managing Director& Corporate Development Officer(Dmd & Cdo), State Bank Of India Corporate Centre, Madarna Cama Road, Mumbai-400021
- 3. The Circle General Manager, State Bank Of India Local Head Office, Judges Court Road, Patna-800001
- 4. The Assistant General Manager/Regional Manager Of Regional Business Office Chapra At Saran
- 5. The Chief Manager Of Rcpc Siwan
- 6. The Branch Manager, State Bank Of India Raghunathpur Branch, Raghunathpur, Distt-Siwan

.... Respondent/s

With

Civil Writ Jurisdiction Case No. 5610 of 2011

Ramesh Kumar Rajan

.... Petitioner/s

Versus

State Bank of India & Ors

.... Respondent/s

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Appearance :

(In CWJC No. 4073 of 2011)

For the Petitioner/s : Mr. Onkar Kumar, Adv.

For the Respondent/s : Mr. Kaushlendra Kumar Sinha, Adv.

Mr. Anjani Kumar Mishra, Adv.

(In CWJC No. 2576 of 2011)

For the Petitioner/s : Mr. Ravindra Nath Dubey, Adv.

For the Respondent/s : Mr. Kaushlendra Kumar Sinha, Adv.

Mr. Anjani Kumar Mishra, Adv.

(In CWJC No. 5610 of 2011)

For the Petitioner/s : Mr. Onkar Kumar, Adv.

For the Respondent/s : Mr. Kaushlendra Kumar Sinha, Adv.

Mr. Anjani Kumar Mishra, Adv.

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CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY

ORAL JUDGMENT

Date: 30-01-2015

Shivaj Pandey,J

Heard counsel for the petitioners and the respondents.

In all the three cases, common point has been raised and, as such, they are disposed of by common order.

For the sake of convenience, the facts of CWJC No. 4073 of 2011 is being taken for consideration.

It appears that the State Bank of India and other Nationalized Banks, in order to facilitate the Banking Services for the agriculture sector decided to spread their activity so that farmers can take loan on easy term. In pursuance thereof, the State Bank of India (for short, 'SBI') for smooth running, decided to make appointment of Officers, Marketing and Recovery (Rural) (hereinafter, referred to as 'OMR') in accordance with the policy laid down by the Central Board of Directors or the Executive Committee of the Central Recruitment and Promotion Department of SBI Board.

The appointment of OMR was to be appointed depending on the need of the Bank and the selection to be made on the basis of norms as decided by the Central Committee of the Bank from time to time subject to certain

formalities.

In the year 2004, the SBI framed the Rules called as 'State Bank of India Officers Marketing & Recovery (Rural) Service and Conduct Rules made effective with effect from 6th September 2004, amended from time to time.

In pursuance of the policy decision, the SBI decided to make appointment of three thousand Officers for different regions of the country for Marketing and Recovery. In pursuance thereof the Central Recruitment and Promotion Department of SBI as CRPD published an Advertisement No. CRPD/SCO/2007-09 on 1st October 2007 inviting applications from the Indian citizens for engagement on contractual basis in the position of Officers Marketing and Recovery in the SBI from persons fulfilling the condition of educational qualification and age limit mentioned therein. All appointments were purely contractual in nature, terminable on one month's notice or one month proportionate amount of compensation in lieu of notice during 1st year of contract or 3 months' notice or 3 months proportionate amount of compensation in lieu of notice after one year by either side, initially the contract being of 2 years' duration subject to approval of further period at the discretion of the Bank. The appointee on contract would have no right to get permanently absorbed in the Bank.

In pursuance thereof, all the petitioners had applied for the same, they were called for interview when they were found suitable having appropriate qualification, they were provided appointment letter dated 23rd April 2008 and it has specifically been indicated therein that the appointment will be contractual in nature, initially for two years from 12th May 2008 to 11th May 2010. Service of the petitioner was liable to be transferred to any Bank as per the exigency of service. Later on letter dated 10th May 2008 was served upon the petitioner attaching stipulation of appointment on contract basis for two years. As per the petitioner, even after completion of 2 years, he continued to work which has

been disputed by the counsel for the Bank.

In the mean time, the Executive Committee of the Central Board in its meeting dated 20th July 2010 approved the policy for permanent absorption of MRO subject to fulfillment of condition mentioned therein fixing one of the eligibility criteria having secured 60 per cent of target during 2009-10 would be considered for absorption.

In the present case, only clause-2 is under consideration as other clauses dealing with pendency of departmental proceeding not the subject matter for consideration.

The Bank issued another letter dated 18th August 2010, as per clause 2(b) while calculating target achievement of 60 per cent if the MRO was engaged in other work apart from the work for which he was recruited would be taken into consideration.

Out of 208 MRO of Bihar region 185 were regularized in service and out of rest 23, 12 were absorbed later on and 11 MRO were found to have achieved the target below 60 per cent.

Counsel for the petitioner submits that the petitioner has not only done the job for which he was appointed but was also attached with securing of SBI life, is an extra work. . He has further submitted that the Bank while calculating target achievement (Annexure-1), the Bank has only taken into consideration the job of loan distribution and loan recovery has not taken into consideration the work done for SBI life.

In support of his contention, he has relied on Annexure-E which shows, loan target and loan recovery have been taken work done the SBI life has not been taken into account and placed reliance on Annexure-14 to show that he had also worked for SBI life, so much so, Annexure-18 of addition supplementary affidavit shows that the petitioner achieved the 97.64 per cent

target.

Counsel for the Bank disputed the argument. It has been submitted while making calculation of achievement the Bank has taken into consideration not only the work as distribution of loan and its recovery but has also taken into consideration SBI life. He has placed reliance on Annexure-11 which shows 45.82 per cent target achievement has been informed by the AGM of the area concerned.

The documents that have been placed reliance by both the sides are at variance somewhere it shows that achievement is 45.82 per cent, much below 60 per cent and somewhere shows target achievement in 97.46 per cent. As the facts are not very clear to this Court as both the parties are placing reliance giving conflicting facts as the documents annexed by the Bank show only two components have been taken into consideration.

In such view of the matter CWJC No. 4073 of 2011 is disposed of with a direction to the competent authority to take afresh decision taking into consideration all components which are required for calculation of target achievement. If it is found that petitioners have achieved target, will get same treatment as has been given to others.

With regard to CWJC No. 2576 of 2011 and CWJC No. 56110 of 2011, their facts do not disclose that these petitioners have done any extra work and have achieved the target far below. In such view of the matter, this Court is not inclined to give any benefit to these petitioners.

Accordingly, CWJC No. 2576 of 2011 and CWJC No. 5610 are hereby dismissed.

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(Shivaji Pandey, J)