THE HIGH COURT OF TRIPURA
AGARTALA

W.P.(C) No. 451 of 2011

PETITIONER :

Sri Pritis Kumar De,
S/O. Late Anil Chandra Dey,
Resident of Chandrapur,
P.O. Reshambagan,
P.S. East Agartala,
Agartala-799008,
District-West Tripura,

BY ADVOCATES :

Ms. S. Deb Gupta,

- Versus –

RESPONDENTS :

1. The State Bank of India,
Represented by the Chairman,
The Central Office,
State Bank Bhawan,
Madame Cama Road,
Mumbai – 400021.

2. The Asst. General Manager(Admn.)
State Bank of India,
Administrative Office,
North Eastern Circle,
P.O.-Shillong, Meghalaya.

3. The Inquiry Officer,
Under Inquiry No.HR/17/131
Dated 9.7.07,
State Bank of India
Service through
The Vigilance Department,
State Bank of India
North Eastern Circle
G.S. Road,
P.O. Assam Sachivalaya,
Dispur, Guwahati-781006,
Post Bag No.103
Guwahati-781001.

<u>BY ADVOCATE :</u>

Mr. S. Dutta,

BEFORE
HON'BLE THE CHIEF JUSITCE MR. DEEPAK GUPTA
THE HON'BLE MR. JUSTICE S. C. DAS

Date of hearing	:	23.06.2015.
Date of delivery of Judgment and Order	:	**04.08.2015.**
Whether fit for reporting	:	**Yes.**

<u>JUDGEMENT AND ORDER</u>

<u>S.C.Das.J</u>

By filing this writ petition, the petitioner, *inter alia,* prayed for setting aside and/or quashing final order of punishment dated 25.09.2010, issued by respondent No.2, the disciplinary authority, dismissing him from service and also prayed for reinstating him in the service as Senior Assistant under the respondent No.1.

2. Heard learned counsel, Ms. S. Debgupta for the petitioner and learned counsel, Mr. S. Dutta for the respondents.

3. The petitioner was working as a Senior Assistant, attached with Kunjaban Branch of State Bank of India (for short 'SBI') at Agartala. He was availing overdraft facility to the tune of Rs.3,00,000/- in connection with his Current Account No. 10221182291. During the period from September, 2005 to June, 2006, the petitioner resorted to overdrawal from his current account and as on 28.06.2006 the balance in his overdraft account stood at Rs.16,36,329.32. It is contended by the petitioner that after the overdrawal was noticed, with the permission of the respondent-Bank, on 03.07.2006 the overdraft account was brought within its limit. It is further contended by the petitioner that on 24.01.2007, the Branch Manager of Kunjaban Branch of SBI lodged an FIR against petitioner alleging criminal offence by way of overdrawal and that FIR was registered as East Agartala P.S. Case No.19 of 2007, which was subsequently registered as G.R. No.84/2007 under Section 409 of IPC. A copy of the FIR is annexed as Annexure-1 to the writ petition. Thereafter by Memo dated 09.07.2007 (Annexure-2 to the writ petition) a show cause notice was issued proposing a disciplinary proceeding against the petitioner for gross misconduct on the following article of charges :-

> ***"SHOW CAUSE NOTICE***
>
> ***It is alleged that while working as Senior Assistant at Kunjavan Branch during the period from 01.09.2005 to 03.07.2006 certain irregularities of serious nature have been observed in your activities.***
>
> ***You are, therefore, charged as under :-***
>
> ***CHARGE-1***
>
> ***You have fraudulently withdrawn an excess amount of Rs. 13,36,329.32 from your personal overdraft account (No.1022118229) against sanctioned limit of Rs.3.00 lacs maintained at Kunjavan Branch over a period of time.***
>
> ***CHARGE-2***
>
> ***You have posted the following debit/credit transactions on various dates into your personal overdraft account (No.1022118229) under your own ID & Password:***

Date	Amount	Date	Amount
05.09.2005	Rs.2000	06.01.2006	Rs.9000
14.09.2005	Rs.2000	07.01.2006	Rs.2000
27.09.2005	Rs.4000	09.01.2006	Rs.6000
06.10.2005	Rs.4000	10.01.2006	Rs.32000
08.10.2005	Rs.2500	12.01.2006	Rs.10000
13.10.2005	Rs.5000	14.01.2006	Rs.2000
15.10.2005	Rs.3000	16.01.2006	Rs.5000
21.10.2005	Rs.10000	18.01.2006	Rs.10000
31.10.2005	Rs.7000	25.01.2006	Rs.7000
31.10.2005	Rs.8000	27.01.2006	Rs.3000
03.11.2005	Rs.3500	28.01.2006	Rs.5000
07.11.2005	Rs.2500	02.02.2006	Rs.13000
		04.02.2006	Rs.10000
10.11.2005	Rs.8000	07.02.2006	Rs.4000
14.11.2005	Rs.9000	08.02.2006	Rs.10000
17.11.2005	Rs.3000	10.02.2006	Rs.10000
19.11.2005	Rs.3000	13.02.2006	Rs.10000
20.11.2005	Rs.7000	15.02.2006	Rs.12000
28.11.2005	Rs.5000	16.02.2006	Rs.15000
28.11.2005	Rs.75000	17.02.2006	Rs.6500
31.12.2005	Rs.10000	20.02.2006	Rs.6500
04.01.2006	Rs.8000	02.05.2006	Rs.15000
24.02.2006	Rs.10000	03.05.2006	Rs.15000
25.02.2006	Rs.13000	04.05.2006	Rs.25000
28.02.2006	Rs.13000	05.05.2006	Rs.6000
03.03.2006	Rs.12000	06.05.2006	Rs.6000
09.03.2006	Rs.30000	27.05.2006	Rs.30000
11.03.2006	Rs.10000	29.05.2006	Rs.10000
13.03.2006	Rs.30000	03.06.2006	Rs.30000
18.03.2006	Rs.99000	05.06.2006	Rs.10000
18.03.2006	Rs.99000	10.06.2006	Rs10000
18.03.2006	Rs.30000	13.06.2006	Rs.40000
24.03.2006	Rs.30000	15.06.2006	Rs.14000
10.04.2006	Rs.25000		
12.04.2006	Rs.18000		
13.04.2006	Rs.20000		
16.04.2006	Rs.8000		
18.04.2006	Rs.25000		
19.04.2006	Rs.20000		
20.04.2006	Rs.10320		
22.04.2006	Rs.5000		

25.04.2006	***Rs.30000***		
26.04.2006	***Rs.10000***		
27.04.2006	***Rs.7000***		
28.04.2006	***Rs.25000***		
29.04.2006	***Rs.10000***		
02.04.2006	***Rs.15000***		
08.05.2006	***Rs.17000***		
11.05.2006	***Rs.15000***		
19.05.2006	***Rs.28000***		
23.05.2006	***Rs.7000***		
14.06.2006	***Rs.20000***		
15.05.2006	***Rs.20000***		
17.05.2006	***Rs.12000***		
25.05.2006	***Rs.9500***		
22.11.2005	***Rs.8500***		
23.11.2005	***Rs.3000***		
26.12.2005	***Rs.20000***		
28.12.2005	***Rs.15000***		
18.03.2006	***Rs.10000***		
27.03.2006	***Rs.40000***		
28.03.2006	***Rs.30000***		
30.06.2006	***Rs.190000***		

CHARGE-3

You have used SB withdrawal slips for withdrawing money from your personal Overdraft account (No.1022118229) on various dates which is a cheque facility account.

CHARGE-4

Amounts of Rs.94,000=00 & Rs. 9,05,000=00 were deposited into your personal OD account (NO.1022118229) on 03.07.2006 where the credit vouchers were signed by persons other than you.

CHARGE-5

An amount of Rs.1,90,000=00 was deposited into your personal overdraft account(No.1022118229) on 30.06.2006 which was posted by you under your ID. The relative credit voucher was undated and not signed by anybody.

CHARGE-6

An amount of Rs.2,25,000=00 was deposited into your personal overdraft account (No.1022118229) on 30.06.2006 but the relative credit voucher was signed by person other than you.

All these acts of omission and commission on your part, if proved, would amount to gross misconduct in terms of

paragraph 5(j) of the settlement dated 10.04.2002 entered into between Management of "A" class banks(represented by IBA) and their Workmen(represented by AIBEA, NCBE, INBEF & BKSM).

You are, therefore, directed to show cause within 7(seven) days from the receipt of this charge sheet as to why disciplinary action should not be taken against you. In case you fail to submit your explanation within the time specified above, it will be presumed that you have no explanation to offer and have accepted the charges as correct and further necessary action would be taken without any further reference to you.

Assistant General Manager
(Disciplinary Authority)"

4. According to the petitioner, he did not commit any gross misconduct and the allegation that he committed gross misconduct in terms of paragraph 5(j) of the Memorandum of Settlement dated 10.04.2002 was not correct and the allegation was wrong and not tenable. It is further contended by the petitioner that he was served another Memo dated 22.04.2009, whereunder it was pointed out that one Memorandum under No.HR/17/259 dated 29.12.2007 was not admitted in the inquiry and as such the finding of the Inquiring Officer was inconclusive and, therefore, by Memo dated 22.04.2009 the disciplinary authority decided to re-inquire the matter and the petitioner, therefore, challenged that Memo dated 22.04.2009 by filing W.P(C) No.197 of 2009 before Agartala Bench of the then Gauhati High Court and that writ petition was disposed of by order dated 10.08.2009. The petitioner did not enclose copy of Memo dated 22.04.2009 along with the writ petition and also did not enclose a copy of Memo dated 29.12.2007 for perusal of this Court. However, in the order passed by the learned Single Judge in the writ petition dated 10.08.2009, we find that Memo dated 22.04.2009 has been reflected and the order passed by the Single Bench of the High Court in the said writ petition reads as follows :-

"10.08.2009.

Heard Mr. S. Talapatra, Learned senior counsel, for the petitioner and Mr. S. Dutta, learned counsel, for the respondents.

By making this writ application under Article 226 of the Constitution of India, the petitioner has, inter alia, sought for setting aside and quashing the order, dated 22.04.2009(Annexure V to the writ petition), which reads as under :

"1. I am writing in connection with the Departmental Enquiry conducted by Shri SB Deb, Officer MMGS III against the show cause notice served on you vide the Disciplinary Authority's Memo NO.11R/17/131 dated 09-07-2007 for your alleged misconduct when you were posted at Kunjavan branch.

2. I have carefully gone through the report of the Enquiry Officer and observe that an amended show cause notice was served on you by the Disciplinary Authority vide his Memo No.HR/17/359, dated 29.12.2007 was not admitted in the enquiry. For your ready reference a copy of the said amended show cause notice is enclosed. In the absence of such a relevant exhibit, the finding of the Enquiry Officer has become inconclusive.

3. I have, therefore, decided to set aside the findings of the Enquiry Officer and order for a re-enquiry on the allegations leveled against you in the above referred show cause notices.

4. I have accordingly appointed Shri RG Saha, Officer SMGS IV, State Bank of India, Local Head office, Guwahati, as the Enquiry Officer and Shri PK Roy, Officer MMGS III, State Bank of India, local Head Office, Guwahati, as the Presenting Officer.

5. The date, time and place of the enquiry will be advised to you by the Enquiry Officer. In this connection, you will be permitted to be defended by a representative of the registered trade union of bank employees which your are a member on the date first notified for the commencement of the enquiry; and if you are not a member of the trade Union on the aforesaid date, by a representative of the registered Trade Union of the employees of the bank in which you are employed or at the request of the said such union is affiliated; or with the bank's permission by a lawyer.

6. You will be allowed to produce your evidence to examine witnesses in your defence and to cross-examine

the witnesses brought by the bank against you at the enquiry.

7. Please note that if you do not appear at the appointed date, time and place of the enquiry, the enquiry will be held ex-parte."

Though it has been submitted, on behalf of the petitioner, that the Presenting Officer had failed to place on record the amended show-cause notice issued by the respondents/authorities concerned and that for the error committed by the Presenting Officer, the petitioner cannot be penalized by directing a re-enquiry, this Court is of the view that when the show-cause notice, which laid foundation for enquiry, had already stood amended, the amended show-cause notice ought to have been brought on record and the failure of the Presenting Officer in bringing, on record, the amended show-cause notice and other materials relevant thereto, cannot be allowed to frustrate the proceeding, which had been initiated against the petitioner. Viewed in this light, it is clear that the ultimate decision of the respondent/authority concerned to set aside the finding of the enquiry and direct re-enquiry cannot be said to be illegal or not sustainable in law.

Concern has, however, been expressed, on behalf of the petitioner, that if re-enquiry is allowed to proceed, the petitioner may not receive adequate and effective opportunity to present his case inasmuch as he may not be allowed to cross-examine the witnesses on such aspects of their statements, which they may, In the light of the amended show-cause notice, make. The concern, so expressed on behalf of the petitioner, cannot be brushed aside and it must be pointed out by this Court that while re-enquiry, as directed by the impugned order, has not been interfered with by this Court, the respondents/authority concerned shall ensure that the proceeding of the re-enquiry are held by observing the principles of natural justice and all such provisions of law as may be relevant thereto. If aggrieved by any act or omission of the Presenting Officer and/or of the Enquiry Officer, the petitioner raises any objection, the same shall be considered and dealt with in accordance with law.

In view of the conclusions reached and the directions given hereinabove, the interim directions, passed, in this writ petition, on 29.06.2009, and – continued thereafter, shall accordingly stand vacated.

The petitioner is further given the liberty to approach this court with appropriate application, in future, if such an occasion arises.

With the above observations and directions, this writ petition shall stand disposed of."

From the above order it is evident that the prayer of the petitioner for setting aside/quashing re-inquiry was rejected by the High Court and so, the disciplinary authority initiated the re-inquiry on the basis of the amended Memorandum dated 29.12.2007.

5. Sri R.G.Saha, an officer of SMGS of SBI, Guwahati was appointed as the inquiring officer by the disciplinary authority, i.e., the respondent No.2 and one Sri P.K.Roy, another officer of SBI was appointed as the presenting officer. The petitioner participated in the disciplinary proceeding by appointing his defence representative and in course of inquiry, as it appears, on behalf of the disciplinary authority five witnesses were examined, namely, (1) Shri Tushar Paul, (2) Shri Ranjit Kumar Sarkar, (3) Shri Ramesh Chandra Sarkar, (4) Shri Sankar Choudhury and (5) Shri R. K. Deb Barma and on behalf of the petitioner one witness, namely, Shri Pranay Kumar Dhar, was examined.

6. Documentary evidence was also adduced in the disciplinary proceeding and after conclusion of inquiry, the inquiry officer submitted report dated 29.01.2010 to the disciplinary authority and the disciplinary authority by Memo dated March 10, 2010 forwarded a copy of the report to the petitioner asking him to submit his written statement of defence within 10 days from the date of receipt of that letter. The petitioner submitted his show cause reply on 23.03.2010 contending that the report suffers from perversity and further contending that he did not commit any major/serious misconduct and also prayed for exonerating him from the charge. He was again served with a second show cause notice dated 10.05.2010 proposing punishment of dismissal in terms of Para 6(a) of the Memorandum of Settlement on Disciplinary Action Procedure of Workman dated 10.04.2002 and asked him to submit his reply, if any, and accordingly, the petitioner submitted his reply dated 05.06.2010, wherein the petitioner contended that he did not commit any gross misconduct as defined in Clause 5 of the Memorandum of Settlement dated 10.04.2002 and that he should be exonerated from the charge. In the concluding paragraph of his show cause reply dated 05.06.2010 (Annexure-7 to the writ petition) he stated thus :-

> ***"Viii) that, Sir, I have a family with wife and one son, if the proposed punishment is imposed I along with the members of my family will die of starvation and my sufferings will be unlimited which I think disproportionate to my unintentional involvement in the case as charge sheeted. In view of the aforesaid, I request your kind honor to exonerate me from the charges and allow me to join the Bank and for this act of kindness I shall remain grateful to you."***

7. The petitioner challenged the second show cause notice by filing W.P.(C) No. 280 of 2010 in the Agartala Bench of the then Gauhati High Court and that writ petition was disposed of by order dated 15.10.2010. A copy of that order is annexed as Annexure-10 to the writ petition, which reads as follows :-

> ***"15-09-2010***
>
> ***Heard Ms S Deb, learned counsel for the petitioner as well as Mr. S Dutta, learned counsel appearing for the respondents.***
>
> ***The petitioner has filed the present petition challenging the show cause notice dated 10.05.2010 issued by the disciplinary authority asking the petitioner to make representation in writing or to appear before him for personal hearing relating to the finding recorded by the enquiry officer in the enquiry proceeding and to show cause as to why the proposed punishment of dismissal from service should not be inflicted upon him. The petitioner has also challenged the disciplinary***

proceeding initiated against him vide show cause notice dated 9.7.2007 on the basis of which the aforesaid show cause notice dated 10.5.2010 was issued.

It has been submitted by the learned counsel for the petitioner that the petitioner has challenged the disciplinary proceeding as well as the aforesaid show cause notice dated 10.05.2010 as, such proceeding was conducted in violation of the principle of natural justice and in violation of the Memorandum of Settlement on Disciplinary Action Procedure of Workman dated 10.04.2002.

The said contention, however, has been denied by the respondent in the affidavit-in-opposition filed.

Be that as it may, the fact remains that on the date when the petitioner has approached this Court no final decision was taken by the disciplinary authority on the basis of the impugned notice dated 10.05.2010 against which the petitioner submitted his written reply on 5.6.2010 raising the plea of violation of the principle of natural justice and also the violation of the Memorandum of Settlement on The Disciplinary Action Procedure of Workman dated 10.04.2002. Since no final decision has been taken, the petition filed by the writ petitioner is premature as the authority is yet to take a decision on the representation filed by the petitioner and it may be that the authority may accept the contention of the petitioner raised in the representation filed by the petitioner in reply to the show cause notice dated 10.05.2010.

In view of the above, the writ petition is disposed of allowing the authority to proceed and finalise the disciplinary proceeding initiated after taking into account the objection filed by the petitioner and also the materials available on record including the report of the enquiry officer. The authority while taking such final decision shall also consider the contention of the petitioner relating to the violation of the principle of natural justice in the disciplinary proceeding initiated and conducted as well as the contention of violation of the memorandum of settlement dated 10.4.2002.

It is needless to say that in the event the petitioner is still aggrieved by the decision that may be taken by the authority, it is open to him to challenge the same before the appropriate forum.

The writ petition is disposed of with the aforesaid observation. No cost."

A reading of the above order makes it clear that the prayer of the petitioner for setting aside and/or quashing notice dated 10.05.2010 was rejected.

8. The disciplinary authority thereafter by impugned final order dated 25.09.2010 inflicted the punishment of dismissal from service in terms of Para 6(a) of the Memorandum of Settlement. By filing the present writ petition, the petitioner challenged the final order dated 25.09.2010, whereunder he has been dismissed from service and prayed for reinstatement.

9. The respondents, *inter alia,* contended that the petitioner being an employee of the Bank committed gross misconduct by fraudulently withdrawing an excess amount of Rs.13,36,329.32 by way of overdraft from his current account beyond sanctioned limit of Rs.3,00,000/- and thereby committed gross misconduct and dereliction of duty and as a result, disciplinary proceeding was initiated against him and all scopes of defending himself was provided to the petitioner and the petitioner participated in every stage of the proceeding and, so, there was nothing wrong in the conduct of the disciplinary proceeding to interfere in the order of punishment inflicted by the disciplinary authority. The respondents further contended that the provision prescribed in proviso to Para 4 of the Memorandum of Settlement dated 10.04.2002 has no manner of application in the case of the petitioner. It is also contended that the Bank had duly conducted departmental inquiry as per Clause-11 and 12 of the Memorandum of Settlement dated 10.04.2002 and that the charges framed against the petitioner were proved and he was afforded all opportunities to show cause in respect of his punishment also and a reasonable punishment was inflicted, which commensurate with the gravity of offence.

10. Ms. Debgupta, learned counsel appearing for the petitioner submitted that the act of overdrawal from the current account of the petitioner does not come within the purview of a gross misconduct as stipulated in the Memorandum of Settlement dated 10.04.2002. She has further submitted that the entire overdrawal amount was returned when it was detected and so, the petitioner cannot be held guilty of misconduct.

11. It is an admitted position that there was a bipartite Memorandum of Settlement dated 10.04.2002 in respect of disciplinary action etc. of the Bank employees. A copy of the same has been annexed as Annexure-11 to the writ petition. Clause (5) of the Memorandum of Settlement prescribes the expression "gross misconduct", which reads as follows -

> ***"5. By the expression "gross misconduct' shall be meant any of the following acts and omissions on the part of an employee***
>
> ***(a) engaging in any trade or business outside the scope of his duties except with the written permission of the bank;***
>
> ***(b) unauthorised disclosure of information regarding the affairs of the bank or any of its customers or any other person connected with the business of the bank which is confidential or the disclosure of which is likely to be prejudicial to the interest of the bank;***
>
> ***(c) drunkenness or riotous or disorderly or indecent behavior on the premises of the bank.***
>
> ***(d) willful damage or attempt to cause damage to the property of the bank or any of its customers;***
>
> ***(e) willful insubordination or disobedience of any lawful and reasonable order of the management or of a superior;***

(f) habitual doing of any act which amounts to "minor misconduct" as defined below "habitual" meaning a course of action taken or persisted in notwithstanding that at least on three previous occasions censure or warnings have been administered or an adverse remark has been entered against him;

(g) willful slowing down in performance of work;

(h) gambling or betting on the premises of the bank;

(i) speculation in stocks, shares, securities or any commodity whether on his account or that of any other persons.

(j) doing any act prejudicial to the interest of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss;

(k) giving or taking a bribe or illegal gratification from a customer or any employee of the bank;

(i) abetment or instigation of any of the acts or omission above-mentioned;

(m) knowingly making a false statement in any document pertaining to or in connection with his employment in the bank;

(n) Resorting to unfair practice of any nature whatsoever in any examination conducted by the Indian Institute of Bankers or by or on behalf of the bank and where the employee is caught in the act of resorting to such unfair practice and a report to that effect has been received by the bank from the concerned authority;

(o) Resorting to unfair practice of any nature whatsoever in any examination conducted by the Indian Institute of Bankers or by or on behalf of the bank in cases not covered by the above sub-clause (n) and where a report to that effect has been received by the bank from the concerned authority and the employee does not accept the charge;

(p) Remaining unauthorizedly absent without intimation continuously for a period exceeding 30 days.

(q) Misbehaviour towards customers arising out of bank's business;

(r) Contesting election for Parliament/Legislative Assembly/Legislative Council/Local Bodies/Municipal Corporation/Panchayat, without explicit written permission of the bank;

(s) Conviction by a criminal Court of Law for an offence involving moral turpitude;

(t) indulging in any act of 'sexual harassment' of any woman at her workplace."

12. The disciplinary authority alleged in the show cause notice that the petitioner violated the provision of Clause 5(j) of the bipartite agreement and thereby committed gross misconduct. The allegation against the petitioner is that he was availing overdraft facility to the tune of Rs.3,00,000/-, but during the period from September, 2005 to June, 2006 as on 28.06.2006 he has overdrawn a total amount of Rs.16,36,329.32 and thereby he had excess drawn an amount of Rs.13,36,329.32. Such conduct on the part of the petitioner definitely amounts to gross misconduct since such an overdrawal from the current account beyond the prescribed limit is prejudicial to the interest of the Bank. Therefore, the submission of learned counsel, Ms. Debgupta, merits no consideration.

13. Next argument advanced by learned counsel, Ms. Debgupta is that the Manager of Kunjaban Branch lodged an FIR which has been registered as East Agartala P.S. Case No. 19/2007 under Section 409 of IPC and the criminal case has not been ended as yet and, therefore, the disciplinary proceeding drawn against the petitioner was not justified. Referring to Clause 4 of the bipartite agreement, she has submitted that the petitioner cannot be punished so long the criminal proceeding is pending.

14. Mr. Dutta, learned counsel for the respondents-Bank, on the contrary, has submitted that the provision of Clause (4) of the bipartite agreement in no way prevent the disciplinary authority in initiating the proceeding.

15. We have a glimpse to the provision of Clause (4) of the bipartite agreement, which reads :- *"If after steps have been taken to prosecute an employee or to get him prosecuted, for an offence, he is not put on trial within a year of the commission of the offence, the management may then deal with him as if he had committed an act of "gross misconduct" or of "minor misconduct", as defined below: ……."*

16. The petitioner simply enclosed a copy of the FIR lodged on 24.01.2007. Nothing is placed before us as to what is the fate of that criminal proceeding. Since the criminal proceeding has not yet been concluded, the disciplinary authority, in our opinion, was within their jurisdiction to initiate disciplinary proceeding for gross misconduct. This argument, therefore, is also found to be devoid of any merit.

17. Next argument advanced by learned counsel, Ms. Debgupta is that the finding of the inquiring authority is perverse and the disciplinary authority should not have relied on such finding. We have carefully gone through the finding of the inquiring authority. The report consists the points of allegation made against the petitioner, the brief submitted by the presenting officer, the brief submitted by the defence representative and thereafter the finding of the inquiry officer.

18. For fair appreciation, we may reproduce here the points of allegation formulated by the inquiry officer while deciding the charges and the finding thereon as reflected in the inquiry report. We find no justification at all to reproduce the brief of presenting officer and the brief of defence representative so far reflected in the inquiry report. The points of allegation and the finding of the inquiry officer on the particular point of allegation in respect of article of charges are as follows :-

"Sl. No.	*Allegations*	*EO's findings*
1.	*You have fraudulently withdrawn an excess amount of Rs.13.36.329.32 from your personal overdraft account (NO.1022118229) against sanctioned limit of Rs.3.00 lacs maintained at Kunjavan Branch over a period of time.* *Following amendment has been made vide AMENDED SHOW CAUSE NOTICE NO. HR/17/359 DATED 29.12.2007:* *"Your personal overdraft account no. should be read as 10221182291 in place of 1022118229."*	*Shri Pritis Kumar De, the CSE enjoyed a credit limit of Rs.3,00,000.00(Rupees three lacs) only in his Personal loan-Staff account no.10221182291 at SBI Kunjavan Branch, Agartala. The debit balance in the account as on 28.06.06 was Rs16,36,329.32(Rupees sixteen lacs thirty six thousand three hundred twenty nine and paisa thirty two) only. Therefore, there was an excess drawing of Rs.13,36,329.32(Rupees thirteen lacs, thirty six thousand three hundred twenty nine and paisa thirty two) only in the account as on 28.06.06. From the perusal of PEX-1 it is observed that from 26.12.2005 to 03.07.2006 there was continuous overdrawings in the account.(Ref.PEX-1)* *In the Enquiry Proceedings dated 18.11.2009 the then BM(PW-1) stated that "As soon as the irregularity came to the notice Shri Pritis Kr.De was asked about the irregularity and he confessed that the amount was over drawn by him and would be paid back within 2/3 days. After that he was on leave and during that time the family members of Shri De was contacted and informed about irregularity of the account. Then they agreed to pay back the entire irregular amount which was subsequently deposited by Shri Pranay Kr. Dhar along with the mother of Shri Pritis kr. De. Thus the over drawn amount was recovered with interest" (Ref. Page-79 of proceedings dated 18.11.09). The CSE did not contest the above statement of PW-I during the enquiry. The recovery was made in the following manner:* ***Date** **Amount** **Pex No*** *30.06.06 1,90,000 10(i)* *30.06.06 2,25,000 10(ii)* *30.07.06 9,05,000 10(iii)* *03.07.06 94,000 10(iv)* *The last two deposits on 03.07.06 (PEX-10(iii & iv) were made by Shri Pranay Kr.*

		Dhar, the brother in law of the CSE. The second deposit of Rs.2,25,000/- was made by Shri Sanjoy Dasgupta on 30.06.06 (PEX-10(ii) who resided in the house of the CSE. (As per statement of DW at page 12 of the proceedings dated 09.12.2009). *The first deposit voucher of Rs.1,90,000/- (PEX-10(i) unsigned but the voucher was posted in the account by the CSE himself vide PEX 11(i). The CSE was on leave from 01.07.06. From the confession by the CSE as stated by the PW-1 and the manner in which the excess withdrawal amount was deposited into the account of the CSE, it is clear that the CSE had fraudulently withdrawn the amount from his personal overdraft account no.10221182291 against sanctioned limit of Rs.3 lacs maintained at Kunjavan branch over a period of time.* *Therefore, the allegation no.1 is proved.*
02.	*You have posted the following debit/credit transactions on various dates into your personal overdraft account (No.1022118229) under your ID & password:* *Please see annexure-I* *Following amendment has been made vide AMENDED SHOW CAUSE NOTICE NO.HR/17/359*	*The charge against the CSE was about posting of Dr./Cr. entries on various dates into his personal overdraft account no.10221182291 under his ID and password as per annexure enclosed.* *PW-2 at page 85 of the proceedings of inquiry dated 18.11.09 confirmed that the CSE had made the postings of vouchers vide PEX-11(xxii) to PEX-11(xxx)* *PW-3 confirmed in the enquiry dated 18.11.09 that the following entries were posted by the CSE.*

You have posted the following debit/credit transactions on various dates into your personal overdraft account (No.10221182291) under your ID & password:

Date	*Amount*	*Date*	*Amount*
05.09.2005	*Rs.2000*	*06.01.2006*	*Rs.9000*
14.09.2005	*Rs.2000*	*07.01.2006*	*Rs.2000*
27.09.2005	*Rs.4000*	*09.01.2006*	*Rs.6000*
06.10.2005	*Rs.4000*	*10.01.2006*	*Rs.32000*
08.10.2005	*Rs.2500*	*12.01.2006*	*Rs.10000*
13.10.2005	*Rs.5000*	*14.01.2006*	*Rs.2000*
15.10.2005	*Rs.3000*	*16.01.2006*	*Rs.5000*
21.10.2005	*Rs.10000*	*18.01.2006*	*Rs.10000*
31.10.2005	*Rs.7000*	*25.01.2006*	*Rs.7000*
31.10.2005	*Rs.8000*	*27.01.2006*	*Rs.3000*

03.11.2005	*Rs.3500*	*28.01.2006*	*Rs.5000*
07.11.2005	*Rs.2500*	*02.02.2006*	*Rs.13000*
10.11.2005	*Rs.8000*	*04.02.2006*	*Rs.10000*
14.11.2005	*Rs.9000*	*07.02.2006*	*Rs.4000*
17.11.2005	*Rs.3000*	*08.02.2006*	*Rs.10000*
19.11.2005	*Rs.3000*	*10.02.2006*	*Rs.10000*
20.11.2005	*Rs.7000*	*13.02.2006*	*Rs.10000*
28.11.2005	*Rs.5000*	*15.02.2006*	*Rs.12000*
28.11.2005	*Rs.75000*	*16.02.2006*	*Rs.15000*
31.12.2005	*Rs.10000*	*17.02.2006*	*Rs.6500*
04.01.2006	*Rs.8000*	*02.05.2006*	*Rs.15000*
24.02.2006	*Rs.10000*	*03.05.2006*	*Rs.15000*
25.02.2006	*Rs.13000*	*04.05.2006*	*Rs.25000*
28.02.2006	*Rs.13000*	*05.05.2006*	*Rs.6000*
03.03.2006	*Rs.12000*	*06.05.2006*	*Rs.6000*
09.03.2006	*Rs.30000*	*27.05.2006*	*Rs.30000*
11.03.2006	*Rs.10000*	*29.05.2006*	*Rs.10000*
13.03.2006	*Rs.30000*	*03.06.2006*	*Rs.30000*
18.03.2006	*Rs.99000*	*05.06.2006*	*Rs.10000*
18.03.2006	*Rs.99000*	*10.06.2006*	*Rs10000*
18.03.2006	*Rs.30000*	*13.06.2006*	*Rs.40000*
24.03.2006	*Rs.30000*	*15.06.2006*	*Rs.14000*
10.04.2006	*Rs.25000*	*17.05.2006*	*Rs.12000*
12.04.2006	*Rs.18000*	*25.05.2006*	*Rs.9500*
13.04.2006	*Rs.20000*	*22.11.2005*	*Rs.8500*
16.04.2006	*Rs.8000*	*23.11.2005*	*Rs.3000*
18.04.2006	*Rs.25000*	*26.12.2005*	*Rs.20000*
19.04.2006	*Rs.20000*	*28.12.2005*	*Rs.15000*
20.04.2006	*Rs.10320*	*18.03.2006*	*Rs.10000*
22.04.2006	*Rs.5000*	*27.03.2006*	*Rs.40000*
25.04.2006	*Rs.30000*	*28.03.2006*	*Rs.30000*
26.04.2006	*Rs.10000*	*30.06.2006*	*Rs.190000*
27.04.2006	*Rs.7000*		
28.04.2006	*Rs.25000*		
29.04.2006	*Rs.10000*		
02.04.2006	*Rs.15000*		
08.05.2006	*Rs.17000*		
11.05.2006	*Rs.15000*		
19.05.2006	*Rs.28000*		
23.05.2006	*Rs.7000*		
14.06.2006	*Rs.20000*		
15.05.2006	*Rs.20000*		

Sl. No.	Allegations	EO's findings
03.	*You have used SB withdrawal slips for withdrawing money from your personal overdraft account (No.1022118229) on various dates which is a cheque facility account.* *Following amendment has been made vide AMENDED SHOW CAUSE NOTICE NO.HR/17/359 DATED 29.12.2007:* *"Your personal overdraft account overdraft account no should be read as 10221182291 in place of 1022118229."*	*The PW-1 confirmed during the enquiry recorded at page 79 and 80 that the CSE used SB withdrawal slips as evidenced vide PEX 2(i) to 2(v) and 2(vii) to 2(xxx) for withdrawing money from his personal overdraft account no.10221182291 which is a cheque facility account .He also confirmed that the withdrawal forms were not allowed in such account. The statement of PW-3 at page 89 and PW-4 at page 40 of the enquiry proceedings that withdrawal forms or application in plain papers for withdrawing money in cheque facility account might be allowed with special permission of the Branch manager in exceptional cases only.* *But the CSE was withdrawing money from his personal overdraft account as mentioned in the allegation with withdrawal slips in a routine way without the permission of the Branch manager.* *Therefore, the allegation no.3 is proved.*
04.	*Amounts of Rs. 94,000=00 & Rs.9,05,000=00 were deposited into your personal OD account (No.1022118229) on 03.07.2006 where the credit vouchers were signed by persons other than you.* *Following amendment has been made vide AMENDED SHOW CAUSE NOTICE NO. HR/17/359 DATED 29.12.2007:* *"Your personal overdraft account no. should be read as 10221182291 in place of 1022118229."*	*From the statement of PW-1 recorded in the enquiry proceedings at page no.78 the amounts of Rs.94.000. PEX-10(iii) and Rs.9,05,000. PEX-10(iv) were deposited by Shri Pranay Kumar Dhar, DW-I. The DW-I also confirmed in the inquiry that he had signed PEX-10(iii) and PEX-10(iv) as recorded in the proceedings at page 13.* *Therefore, it is proved that amounts of Rs,94,000/- and Rs.9,05,000/- were deposited into CSE's personal OD account no.10221182291 on 03.07.2006 where the credit vouchers were signed by persons other than the CSE.*
05.	*An amount of Rs.1,90,000=00 was deposited into your personal loan account (No.1022118229) on 30.06.2006 which was posted by you under your ID. The relative credit voucher was undated and not signed by anybody.* *Following amendment has been made vide AMENDED SHOW CAUSE NOTICE NO. HR/17/359 DATED 29.12.2007:* *" Your personal overdraft account no. should be read as 10221182291 in place of 1022118229."*	*The credit voucher dated 30.06.2006 for Rs1,90,000/- for credit of the amount into the account of the CSE in his personal OD account no.10221182291 was marked as PEX-10(i) in the enquiry. The PW-I confirmed in the enquiry dated 18.11.2009 as recorded at page 78 of the proceedings that* *a) The entry was dated 30.06.2006 and* *b) The voucher was unsigned* *The voucher was posted by the CSE under his ID as appeared in PEX11(i) page no.7.* *Thus the first part of the allegation that the relative voucher (PEX-10(i) was*

		undated was not proved. *But the second part of the allegation that the voucher PEX-10(i) was unsigned was proved.*
06.	*An amount of Rs. 2,25,000=00 was deposited into your personal overdraft account (No.1022118229) on 30.06.2006 but the relative credit voucher was signed by person other than you.* *Following amendment has been made vide AMENDED SHOW CAUSE NOTICE NO.HR/17/359 DATED 29.12.2007:* *" Your personal overdraft account no. should be read as 10221182291 in place of 1022118229."*	*The credit voucher for Rs.2,25,000/- dated 30.06.2006 (PEX10(ii) was not signed by the CSE and it was signed by one Shri Sanjay Dasgupta who resided in the house of the CSE as per statement of DW-1 recorded at page 12 of the proceedings of the enquiry. The PW-I could not identify the signature of the depositor of the amount as the signature was not legible to him. Thus the charge that an amount of Rs.2,25,000/- was deposited into the personal over draft account no 10221182291 of the CSE on 30.06.2006 but the relative credit voucher was signed by person other than the CSE was proved."*

19. Without further discussion, we are of considered opinion that the inquiry officer has carefully considered the evidence collected during inquiry and also considered the submission of both side while giving his finding. We find no perversity in the finding of the inquiry officer in respect of the article of charges.

20. Ms. Debgupta, learned counsel for the petitioner finally has submitted that the petitioner already deposited the amount overdrawn by him and he prayed for exonerating him and, therefore, the punishment is excessive and harsh. Learned counsel, Mr. Dutta has submitted that the petitioner being a Bank employee has committed gross misconduct by doing overdrawal from his current account and, therefore, the disciplinary authority rightly inflicted the punishment of dismissal from service.

21. It is an admitted position that the petitioner was enjoying a overdraft facility of Rs3,00,000/-, whereas during the period from September, 2005 to June, 2006 he has drawn an amount of Rs.16,36,329.32 and thereby made overdrawal of Rs.13,36,329.32. According to the petitioner, he had later on deposited the amount. The inquiry officer observed that some people related to the petitioner deposited the amount. Such subsequent deposit of the amount does not absolve the petitioner from the offence alleged to have committed by him. The disciplinary authority found him unfit to remain in the Banking service.

22. The power of judicial review of the decision of domestic Tribunal is very limited. Such judicial review is possible only when the principles of natural justice have been violated, i.e., the opportunities, which ought to be given to the delinquent, as per the rules, were not given or that the decision of the domestic Tribunal was based on no evidence and that the punishment inflicted is shockingly disproportionate to the offence committed. If there is no glaring violation of principles of natural justice and there is evidence to support the decision taken by the disciplinary authority, the Court or Tribunal cannot sit as a matter of appeal to re-appreciate the evidence and to substitute the finding of disciplinary authority with its own finding. The disciplinary authority in view of the offence committed by the petitioner, which has been proved, has taken a decision that the petitioner should be dismissed from service and in exercise of the power of judicial review we find no justification at all to interfere in the said finding of the disciplinary authority.

23. Accordingly, the writ petition stands dismissed. We direct the parties to bear their own costs.

JUDGE **CHIEF JUSTICE**