

the petition are that – Petitioner joined Respondent No. 1 Bank in 1969 and was promoted to the officers cadre in 1992. The Petitioner, at the relevant time, was posted to the Hamam Street Branch from April 1991 to April 1992 as Assistant Manager. The Petitioner at the relevant time was given the charge of housing loan section and was also deputed to service branch for three months. It is an admitted position that said Hamam Street Branch was situated near the Bombay Stock Exchange, which was dealing with the transactions with brokers, who are registered with the Bombay Stock Exchange. The said Hamam Street Branch was dealing with security transactions on behalf of the Head Office.

3. The Petitioner's superior and Senior Manager officer was one Mr. P. A. Karkhanis; the Petitioner was working under the directions given by his superior officer. During the relevant time, Senior Manager Mr. P. A. Karkhanis had informed the Manager and the higher officers, including Chairman of the Bank that in certain transaction undertaken by the Bank, several irregularities were noticed by him. He also informed the Chairman and advised the Management for discontinuation of such transactions.

4. On 25.7.1991 the Officer who was attached to the security department was on leave and even in-charge of the said department Mr. Ratnakar was not available, and the Petitioner, therefore, was asked to sign few vouchers which were brought to him by a clerk, working in the securities department. The Petitioner met Mr. P. A. Karkhanis, the Branch Manager, his immediate superior and the Senior Manager, who informed him that it was the practice, which was prevalent, for last four years. He was informed by Mr. Kharkhanis that he had corresponded extensively with the Higher Authorities. Therefore, on the instructions given by the Senior Manager and looking to the time bound nature of the transactions, the Petitioner signed those vouchers. The Petitioner thereafter resumed his work in the housing loan department since the concerned officer from the securities department resumed his work.

5. The Petitioner received a show-cause notice dated 28th March, 1993 asking him to explain the circumstances in which he signed the vouchers in the absence of authorisation from the superior officers. Petitioner, thereafter, gave his reply and his defence documents. Inquiry, however, was held against him. The inquiry

officer came to the conclusion that the charges levelled against the Petitioner, have been established, and thereafter he was dismissed from the service w.e.f. 9.12.1998.

6. Appeal preferred against the said dismissal order was also dismissed. Review Petition filed by the Petitioner was also rejected on 17.1.2000. Petitioner, therefore, being aggrieved by the order of his dismissal from service; dismissal of appeal and review petition, approached this Court by filing this petition. Petition was admitted.

7. A separate inquiry was held against the Senior Manager Mr. P. A. Karkhanis, who was also dismissed. He also filed a petition viz. Writ Petition No. 1311 of 2001.

8. Learned counsel appearing on behalf of the Petitioner submits that the petition filed by his superior officer, Senior Branch Manager Mr. P. A. Karkhanis was allowed by the Division Bench of this Court by a judgment and order dated 22nd June, 2009. She submitted that ratio of the judgment in the said case is squarely applicable to the facts of the present case. She submitted that allegations levelled against said P. A. Kharkhanis and the Petitioner

are almost identical, and the Division Bench of this Court after going through the documents and other evidence on record came to the conclusion that the Inquiry Officer, the Appellate Authority and also the reviewing authority had not taken into consideration the documentary evidence, which was produced by Mr. Karkhanis, and therefore, set aside the order of dismissal and passed the order of reinstatement with 30 per cent of the back wages.

9. We have perused the said judgment and order passed by this Court. Facts in both the cases are identical. The said P. A. Kharkhanis was a Senior Manager and only on the instructions of the said Karkhanis, Petitioner had signed the vouchers, which were placed by the clerk in securities department. It is also not in dispute that Petitioner was otherwise working in the housing loan section and was asked to sign the vouchers of the securities transactions, since the concerned officer in-charge was on leave on that date. It is also a matter of record that the Petitioner had taken specific instructions from the said Senior Manager Mr. P. A. Karkhanis and only after taking specific directions, he had signed the vouchers and that too only on one day, on which the concerned officer was on leave. Facts in both

the cases are identical.

10. Learned counsel appearing on behalf of the Respondent Bank also fairly conceded that facts in both the cases are more or less identical.

11. After going through the judgment in the case of Mr. P. A. Karkhanis on facts as well as on questions of law which were raised in the said case, we are satisfied that ratio of the said judgment is applicable to the facts of the present case. For the reasons given in the judgment and the order passed by the Division Bench in the case of said Mr. P. A. Karkhanis, more particularly, in paragraph 27, 28, 29, 30 and 31, we are of the view that order passed by the Inquiry Officer and the appellate and the reviewing authority will have to be set aside. It is not in dispute that the Petitioner has already attained the age of superannuation, and therefore, no purpose would be served in sending the matter back to the disciplinary authority to again consider the evidence on record. The impugned order, therefore, is set aside. Since there is no material on record to show that the Petitioner was gainfully employed after his removal from service, and taking into consideration the peculiar facts and circumstances of the case, it would be just and

appropriate to award 30 per cent of the back wages during the intervening period i.e. from the date of dismissal order till the Petitioner reaches the age of superannuation. No order as to costs.

12. Rule is made absolute in the aforesaid terms. It is clarified that this order is to be construed only for the departmental proceedings initiated against the Petitioner, and not for any other proceedings pending before any other Authorities. It is further clarified that Respondents are directed to pay all necessary retiral dues to the Petitioner as if he was continued in service till the date of superannuation within a period of three months from today.

[REVATI MOHITE DERE, J.]

[V. M. KANADE, J.]

Vinayak Halemath