



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 24.01.2018

CORAM

WEB COPY

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.(MD) No.5892 of 2011  
and  
M.P.(MD) No.1 of 2011

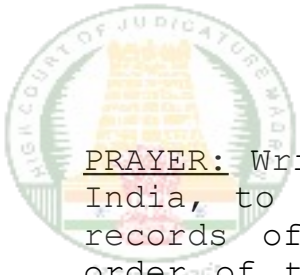
R.Selvakumar

...Petitioner

Vs.

- 1.The Senior Vice President - Human Resource,  
Indus Ind Bank Limited,  
Old No.115-116, New No.34,  
G.N.Chetty Road,  
Chennai.
- 2.The Head - Human Resource,  
Indus Ind Bank Limited,  
701/801, Solidaire Park Road,  
167, Guru Govind Marg Andheri,  
Ghatkoar Line Road,  
Chakala, Andheri - East,  
Mumbai - 400 095.
- 3.The Tamil Nadu State Head,  
Indus Ind Bank Limited,  
G.N.Chetty Road,  
Chennai.
- 4.V.Govindarajan,  
Vice President - Legal and ARD(PPD)  
Indus Ind Bank Limited,  
34, G.N.Chetty Road,  
Chennai.
- 5.K.N.Sunder  
The Tamil Nadu State Head,  
Indus Ind Bank Limited,  
G.N.Chetty Road,  
Chennai.
- 6.Indus Ind Bank Limited represented by its,  
Managing Director cum Chief Executive Officer,  
2401. General Thimmayya Road,  
(Contentment)  
Pune-411 001, Maharashtra State.

...Respondents



PRAYER: Writ petition filed under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus, calling for the records of the first respondent in connection with the impugned order of the first respondent dated 11.03.2011 and quash the same and direct the first and sixth respondents to reinstate the petitioner with continuity of service as a confirmed employee and to pay the monetary benefits and other service benefits applicable to the regular / permanent employee of the Bank.

For Petitioner :Mr.V.Balaji  
For Respondents :Mr.B.Prasannavinnoth

O R D E R

The order of termination simpliciter dated 11.03.2011 is under challenge in this writ petition.

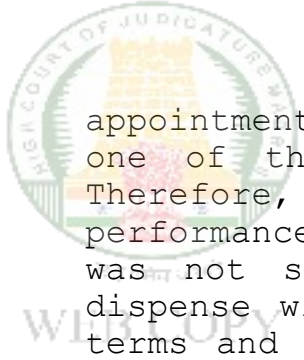
2.The writ petitioner was appointed as Executive Legal in the SSG Segment, Asset Recovery Division Department at Madurai in proceedings dated 23.10.2008. The condition stipulated in the appointment orders, more specifically Clause 3 rules as under:

3.Your services will be probationary for a period of Twelve months and the Bank will have a right to extend the probation period according to your performance, reports. Your services will be confirmed only on receipt of a satisfactory performance report and you will be deemed to be on probation till your services are confirmed in writing.

3.The writ petitioner joined duty on started performing the duties and responsibilities. The competent authority made an assessment of the work performance of the writ petitioner and finally came to the conclusion that the over all performance of the writ petitioner was not satisfactory.

4.The learned counsel appearing on behalf of the writ petitioner states that twice the probation period of the writ petitioner was extended. However, the learned counsel for the respondents opposed the contention by stating that extension of the probation period is a concession shown by the management to improve the work performance. Such an extension cannot be construed as right for confirmation. Ultimately, the confirmation of service has to be granted only if it is found that the petitioner performed to the satisfaction of the competent authorities as per the terms and conditions of the appointment. However, the order impugned in this writ petition states that the period of probation has been reviewed from time to time and the over all performance of the writ petitioner was found not satisfactory. Accordingly, the probationary services has been dispensed with an immediate effect in terms of the order of appointment dated 18.10.2008.

5.The writ petitioner while accepting the offer of appointment is bound by the terms and conditions stipulated in the order of



appointment. The satisfactory performance during probation period is one of the conditions stipulated in the order of appointment. Therefore, the employer has got every right to assess the work performance of the employees and if it is found that the performance was not satisfactory then it is left open to the employer to dispense with the services of the writ petitioner by invoking the terms and conditions of the order of appointment. In the present case, exactly the respondents have done the same. It is brought to the notice of this Court that the writ petitioner has already joined in some other Bank and is now working there. In this view of the matter the relief for quashing of termination order cannot be granted and there is not infirmity as such in the decision taken by the respondents in accordance with the terms and conditions of the order of appointment. Thus, the writ petition is devoid of merits.

6. Accordingly, the writ petition stands dismissed. However, there shall be no order as to costs. Consequently, the connected miscellaneous petition is closed.

Sd/-

Assistant Registrar (Crl. Side)

/True Copy/

Sub Assistant Registrar

+1CC to Mr. Niranjan S. Kumar, Advocate, SR.No. 44263

+1CC to Mr. T. Antony Arul Raj, Advocate, SR.No. 43872

W.P. (MD) No. 5892 of 2011

and

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mm

AM/JC/SAR 1/05.02.2018/3P/3C