

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.4945 of 2023

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Bijendra Kumar S/o Rameshwar Mandal, R/o Jolhaniya, P.S. Pipara, District-Supaul. At present posted as Assistant Electrical Engineer, Electrical Supply Sub-Division, Saharsa (Rural).

... .. Petitioner/s

Versus

1. North Bihar Power Distribution Company Limited through the Chairman Cum Managing Director, North Bihar Power Distribution Company Limited, Vidyut Bhawan, Bailey Road, Patna.
2. The Chairman Cum Managing Director, North Bihar Power Distribution Company Limited, Vidyut Bhawan, Bailey Road, Patna.
3. The General Manager (Human Resources/Administration), North Bihar Power Distribution Company Limited, Patna.
4. The Deputy Secretary, North Bihar Power Distribution Company Limited, Vidyut Bhawan, Bailey Road, Patna.
5. The Under Secretary, North Bihar Power Distribution Company Limited, Vidyut Bhawan, Bailey Road, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Jai Prakash Verma, Advocate
For the Respondent/s	:	Mr. Vinay Kirti Singh, Advocate
For the NBPDC	:	Mr. Munal Tiwary, Advocate (ASC)

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CORAM: HONOURABLE MR. JUSTICE BIBEK CHAUDHURI
ORAL ORDER

4 20-06-2024 Heard learned advocate on behalf of the petitioner and learned advocate for the respondents as well as learned advocate for NBPDC.

2. The petitioner was an Assistant Electrical Engineer, posted at Electric Supply Sub-Division Office, Banmankhi during the period from November, 2017 to April, 2019. An agreement was executed between the Electrical Executive Engineer and one Amit Kumar that the letter would provide a



vehicle having Registration No.BR11M 5904 as per the approved rate of NBPDCCL, Patna. The said vehicle would be used for departmental works in the jurisdiction of Assistant Electrical Engineer, ESSD, Banmankhi under certain conditions. The relevant conditions relating to payment of rental was delineated in Clause-8 of Annexure-1 (letter issued by the Electrical Executive Engineer to one Amit Kumar, owner of the vehicle) Clause-8 states, "Payment will be made by the Account Officer, Electric Supply Division, Purnea after verification of AEE, ESSD, Banmankhi." The copy of the said letter was forwarded to the petitioner vide Memo No.6153 dated 11.12.2017.

3. The allegation against the petitioner is that he issued the cheque of Rs.2,42,402/- being payment of rental of hiring of the said Car to one Pramod Kumar Jaiswal.

4. It is contended on behalf of the petitioner that there was an agreement between Amit Kumar and Pramod Kumar Jaiswal regarding plying of the vehicle in the office of the Assistant Electrical Engineer, ESSD, Banmankhi and on good faith he issued the said cheque to Pramod Kumar Jaiswal. As soon as he new that the cheque was wrongly issued in favour of Pramod Kumar Jaiswal, he filed a complaint in the jurisdictional



police station against Pramod Kumar Jaiswal.

5. It is important to note that the said criminal case was subsequently compromised by and between the petitioner and the said Pramod Kumar Jaiswal. The cheque amount was received by the said Pramod Kumar Jaiswal, though, the agreement was executed with Amit Kumar being the owner of the vehicle.

6. As a result, a departmental inquiry was conducted and the petitioner was found guilty for the charge leveled against him and he was punished withholding of two increments with cumulative effect. He was also directed to deposit the cheque amount with the respondent authority.

7. The learned advocate on behalf of the petitioner submits that the Electrical Executive Engineer was responsible for executing the agreement and the agreement was actually executed between him and Amit Kumar. One Pramod Kumar Jaiswal demanded the rental amount and he directed the Accounts Officer to issued the cheque to Pramod Kumar Jaiswal. The said act cannot be said to be a misconduct within the service jurisprudence.

8. Having heard the learned advocate for the petitioner and the State-respondents and on careful perusal of



the entire record, it is found that the petitioner was forwarded with the copy of the agreement executed between the Electrical Executive Engineer and Amit Kumar on 11.12.2017. Thus, the petitioner knew that the owner of the vehicle was Amit Kumar. However, he went on issuing monthly rental for hiring of the vehicle to Pramod Kumar Jaiswal and he continued about one year. Subsequently, on his recommendation the agreement was extended for another year w.e.f. 01.05.2018 to 30.04.2019.

9. It is amply clear that inspite of having knowledge that one Amit Kumar is the owner of the concerned vehicle, the petitioner went on issuing cheques in the name of a third person towards monthly rental being the hiring charges of the said vehicle. It is already recorded that when the department came to know about the incident and started to inquire into the matter, he lodged a complaint against the said Pramod Kumar Jaiswal before the local police station and subsequently, the criminal case was compromised but the amount was not recovered.

10. In view of such circumstances, I find that the petitioner committed gross misconduct with regard to financial matters relating to payment of hiring charges to the vehicle owner and the petitioner was accordingly punished.

11. I do not find any error in the departmental



proceedings as well as the quantum of punishment granted against the petitioner.

12. Accordingly, the instant writ petition is dismissed.

(Bibek Chaudhuri, J)

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