IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 27.09.2023

PRONOUNCED ON : 30 .05.2024

CORAM:

THE HONOURABLE MR.JUSTICE A.A.NAKKIRAN

C.S No.81 of 2013

T.R.Ramesh ... Plaintiff

..Vs..

1.Management of Citibank N.A.
Rep. by its Head Employees Relations
No.2, (First Floor), Club House Road
Anna Salai, Chennai-600 002.

(Amended as per order dated 05.01.2015
in Application No.8559 of 2014)

2.Management of Citibank N.A.
Rep. by its Regional Human Resources Manager
No.2, (First Floor), Club House Road
Anna Salai, Chennai-600 002. .. Defendants

Prayer: Civil Suit has been filed under Order VII Rule 1 CPC read with Order IV Rule 1 of Original Side Rules, praying to pass the following judgment and decree against the defendants:

a) holding that the defendants are jointly and severally liable to pay a sum of Rs.2,00,00,000/- towards damages, for the mental agony caused to the plaintiff on 1.2.2011, by the unlawful and in human acts of the defendants

b) for costs of the suit.

For Plaintiff : Mr.Rathina Ashokan

For Defendants : M/s.Ramasubramaniam

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JUDGMENT

This Civil Suit has been filed directing the defendants to pay a sum of Rs.2,00,00,000/- towards damages, for the mental agony caused to the plaintiff on 1.2.2011, by the unlawful and in human acts of the defendants and for costs.

2. The case of the Plaintiff, as set out, in the plaint is as follows:-

a) The plaintiff was initially appointed as Citiphone Officer and started discharging his duties since 01.11.1993 at Citiphone Banking Division, Sakthi Towers, Anna Salai, Chennai-600 002 and thereafter, promoted as Assistant Manager (Grade-Q) from 1.11.1994 and posted in the Customer Correspondence Unit in the same office. Considering the qualitative services of the plaintiff, the defendant Bank gave him various positions like Compliance Officer in the Non-Resident Indian Business and thereafter, the plaintiff was promoted to Assistant Manager – (Grade R). The plaintiff was then posted in many responsibilities including in the Bills Collection Unit of the Banking Operations Department, Regional ATM Officer, Sales Manager for Chennai Mount Road Branch, Customer Service Manager in Hyderabad Branch, Sales Manager for Chennai Branch, Personal Loans Manager of Cochin Branch. The plaintiff was also a certified Training Officer who had conduced Customer Service Training modules for the staff and officers of the defendant Bank at many of its locations including Chennai, Mumbai and Hyderabad. Considering his qualitative service the defendant Bank promoted him to Manager Level (Grade S) and posted him as Product Manager in the Personal Loans Department in Chennai and thereafter, Customer Service Manager of Personal Loans Department n the same office. During the year 2005, the plaintiff was appointed as Brand Manager for Loan Products with additional charge of Business Unit Compliance Officer (BUCO) of India Marketing Department.

Subsequently, the plaintiff was given a larger responsibility by posting him as the Head of Logistics for India Marketing Department and however the plaintiff continued to hold the additional charge as Business Unit Compliance (BUCO).

b) This additional responsibility of being a Business Unit Compliance Officer (BUCO), was to ensure that the business practices in India Marketing Department of the Bank, strictly adheres to the Rules and Regulations of the defendant Bank in compliance with the laws of United States of America as well as the Indian Laws. It was also the duty of the plaintiff (as Business Unit Compliance Officer) to bring to the attention of the Compliance Unit located in the United States and/or in India as provided by the Rules and Regulations governing the administration of the Defendant Bank regarding any ethical concerns or volations of statutes. The defendant Bank itself has provided an in built mechanism, in order to prevent any violation of Indian or U.S Laws and as a measure or a platform to maintain ethical standards, which are critical to maintain world-class business standards. The Ethic Committee functions from the Ethics Office located in the U.S.A and this mechanism is an integral grievance redressal procedure/investigative machinery. The defendant Bank in order to facilitate such Compliance Oriented Reports from its employees has also provided ethics hotline, a toll free number in multiple languages together with other e-mail, website and fax facilitate to register such concerns/complaints. All such concerns/complaints/investigations are treated and processed confidentially as per assurance given by the defendant Bank. As per policy of the defendant Bank, it encourages its employees to openly voice any ethical concerns they might have come across in the administration of the defendant Bank. In this regard, it is also the policy of the defendant Bank not only to respect the rights of the employees to voice their concerned if they feel that there is an ethical violation but also to prohibit any retaliatory action on any one such employee, who in good faith, raises ethical concerns or reports regarding ethics, discriminations or harassment matters or reports of suspected violations of other applicable laws, rules, regulations or policies. The defendant Bank, as per its corporate policy periodically requested all their staff to bring to their notice or inform any violation of laws, rules, regulations, issues or concerns affecting the interests and reputation of the defendant Bank to the Ethics Committee located in the United States of America. There is no such Ethics Committee for the defendant Bank in India.

c) The plaintiff made his first ethical concern to the Ethics Committee in March 2007, in accordance with its declared policy. It was noticed by the plaintiff that the defendant Bank, through its Administrative Department, always engages the services of security guards in its premises through a private agency, on contractual basis. Such contracted agencies would in turn employ their own men as Security Guards posted at various points in the defendant bank premises, assigning not less than twelve hours duty per day. Such security guards were found working, without any weekly, annual and festival holidays and without even being paid for their overtime work. The defendant bank, being a Principal Employer, as per Section 2(g), under The Contract Labour (Regulation & Abolition) Act, 1970, was well aware of the local Labour Laws, turned a blind eye to the inhuman conditions of services of such Security Guards, which led to raising Labour Disputes, by such contracted employees in the year 2002 and subsequent settlement of claims before the

Labour Officer. In such proceedings, the defendant Bank was also made a party to such disputes/settlements, making the defendant bank answerable to the contravention of the violation of the statues.

d) Instead of taking corrective measures, the defendant Bank, had only changed the Security Agency once in every few years. However the poor conditions of work/payment of security guards continue to remain the same. This chronic violation of working conditions and terms of engagement of security guards made the plaintiff to lodge such ethical concern before the Ethics Committee of the defendant bank in and around Chennai. The plaintiff honestly felt these unlawful actions of the defendant Bank were in clear violation of Indian Labour Laws, U.S Laws and International Human Rights and it would be subjected to prosecutions and also civil claims against it. Hence, the plaintiff brought these violations to the notice of the Ethics Committee, in accordance with the declared policy of the defendant Bank. The first plaintiff's first ethical concern was received and acknowledged by the Ethics Office of the defendant Bank in U.S.A by assigning a Ref.No.455/07. The Ethics Office also sent a response that it would investigate the concern of the plaintiff in due course.

e) In April 2007, the plaintiff came across another instance, where the defendant Bank in its adopted Investment Services Account Opening Form, which contain a page titled as Power of Attorney, were duly stamped with applicable Stamp Duty and to the shock and surprise, all such power of attorney, were found to be notarised by a Notary Public, on such blank forms. Such blank notarised forms were available in plenty not only in Chennai Branch but also in other places like Coimbatore and Bombay branches of the defendant bank in violations of Notaries Act and also the business ethics. The defendant bank is well aware and made mandatory to notarise the signature of the customer in the presence of the Notary Public, to prevent fraudsters and impostors, for which purpose, notarization was made mandatory and moreover notarization by the Notary Public makes the document more lawful execution, which is securities. Any ordinary laymen knew well that a Notarised Blank Forms is unlawful and the Branch Banking Department of the defendant Bank, as had no reason to use such Notarised Blank

Forms and offer the same to its customers, who are usually educated persons. Such a practice, had put the defendant Bank in a questionable colour, ultimately affecting the reputation of International Bank like the defendant realising the unlawfulness followed by the defendant Bank, by adopting unethical Banking practice that too in gross violation of Indian Laws as well as U.S Laws. Notarization has to be done only when the customer signs the filled form, in the presence of the Notary Public. But the defendant Bank had been providing Notarised blank forms to its customers. These were also in clear violation of guidelines issued by Securities and Exchange Bureau of India (SEBI) and by the Reserve Bank of India. The plaintiff was constrained to report this unethical practice with a view only to safeguard the interest of the bank, to the Ethics Office and the above two are the only two ethical concerned reported by the plaintiff to the Ethics Office of the defendant bank, located in United States. The Ethics Committe also acknowledged the second Ethical concern reported by the plaintiff, by assigning Ref.No.549 of 2007.

f) The plaintiff sent an e-mail dated 13.04.2007 to Ms.Wendy

Takahisa, Managing Director of Global Compliance Department of the defendant Bank in the United States on the status of the two concerned raised by the plaintiff and for the said e-mail, a reply was sent by her assuring that both his ethical concerns would be appropriately investigated and also confirmed the two ethical concerns assigning Ref.Nos.455/07 and 549/07. Apart from the said communication, neither the investigation agency of the defendant bank, nor any of the officials called the plaintiff for enquiry and verification of ethical concerns raised by him. All the records pertaining to the two ethical concerns are in the exclusive custody of the defendant bank only. The plaintiff was never informed about the fate of the first ethical concern, since it involves only the administrative department and the contractor. However, the second ethical concern (549/07) had some procedural response. An officer of the defendant bank's Investigative Service in Chennai by name Mr.Srinivas Rajan, was kind enough to call the plaintiff for an enquiry regarding the second ethical concern. The enquiry lasted for about 45 minutes and during the enquiry, the plaintiff produced some of the blank notarized forms and the said Investigation Officer took the same for records. The results of both the ethical concerns were not communicated to the plaintiff thereafter. The plaintiff was not aware of the same. These are the only two ethical concerns, which are found in violations of the Indian Laws as well as US Laws, which were brought to the notice of the Ethics Committee by the plaintiff.

g) On the above two ethical concerns, the Ethics Committee appear to have acted on the same and taken corrective action, particularly on the second ethical concern raised by the plaintiff. Thus, the plaintiff was instrumental in upholding the reputation of the bank at large. The above actions of the plaintiff were only in conformity of the policy of the defendant bank. However, the senior management level authorities of the defendant bank in India, instead of appreciating the genuine ethical concerns expressed by the plaintiff, started adopting retaliatory actions against the plaintiff that too in violation of the rules and regulations and expressed assurances of the defendant bank. The immunity/protection from retaliation assured to the "whistleblower", like the plaintiff is available in the rules and regulation and policy of the defendant bank. The actions of the plaintiff, in lodging ethical concerns, in accordance with the rules and policy of the defendant bank, was very much appreciated by the Ethics Committee in the United States and the defendant bank also acted on the concern and it is also the fact that the Bank also acted on the Ethical Concerns which resulted in better adherence of labour laws and proper notarization of power of attorneys in the coming years. However, the higher officials had not taken the ethical concern in the right perspective. The senior management started adopting various measures, in isolating the plaintiff, from the India Marketing Team, like keeping the plaintiff away from regular meetings, not assigning important projects and keeping the plaintiff in seclusion from the matters concerning key banking and departmental activities. As a final blow, the additional charge of Business Unit Compliance Officer which the plaintiff was holding since 2005 was stripped off the plaintiff. The defendant bank in appreciation of the services of the plaintiff, awarded performance oriented annual bonus amounting upto 20% of annual salary and annual increments for the calendar years 2004, 2005 and 2006. However, for the calendar year 2007, inspite of good job performance and budget savings effected in the India Marketing Department, the Management of the defendant bank withheld annual bonus and increment of salary in respect of the calendar year 2007. When the plaintiff contacted his superiors in the defendant bank, regarding this denial of annual bonus and increment, the plaintiff was orally told that "due to his poor performance for the year 2007" the plaintiff was not given any bonus or increment.

h) The defendant bank, as part of its International Employment policy, offers a six month special leave to its employees in what is known in the defendant bank as “sabbatical leave”, The said leave is normally granted at the discretion of the management of the defendant bank to the employees who have completed seven years of service with the defendant bank, without salary. However, the employee who has availed such sabbatical leave can join back his duties in the defendant bank, at the same level, without any break in service, The plaintiff with a view to escape momentarily the hostile treatment and the harassment faced by him, decided to avail “sabbatical leave” eventhough it meant that the plaintiff would not be paid any salary during the sabbatical leave period. Hence he applied sabbatical leave from his department head Mr.Vijay Ramachandran and this leave was instantly approved and granted for the period from 1.5.2008 to 31.10.2008. He applied the said leave hoping that the hostilities and ill treatment meted out to the plaintiff, would subside in due course, by the time he rejoined the service after his six months sojourn. During the said leave period, the plaintiff sent e-mail during July 2008 to one Mr.David Wong of the Ethics Committee of the defendant bank located in Untied States, drawing his attention as to how the plaintiff was victimized for having raised two genuine ethical concerns, in good faith and that to as per the police of the bank. Mr. Wong sent a reply e-mail and assured to look into the grievance and properly ordered an enquiry.

i) Pursuant to the said direction, the country head of Human Resources Department in India Mr.Ian Gore was asked to inquire into the matter. The plaintiff was not asked to appear before the enquiry, but Mr.Gore had a telephone conversation with the plaintiff and asked him about the victimization. On 14.08,2008m Mr.Gore write an e-mail to the plaintiff stating that he did not find "that the plaintiff was victimized". He further stated in the communication that the plaintiff is due to return in November 2008 and that the plaintiff is assured, as a matter of policy, that the fact that he had lodged a matter(s) with the ethic hotline, will in no way impact his employment relationship (adverse or otherwise) with the defendant bank. The plaintiff sent a e-mail on 20.08.2008 to Mr.Gore giving reasons why the conclusions of the Enquiry Officer were wrong but there was no response in this regard from him. Around 3rd week of October 2008, the plaintiff informed the Human Resources Department (2nd defendant) of the defendant bank and his departmental head through e-mail regarding the plaintiff rejoining the services of the defendant bank on completion of the six month sabbatical leave on 1.11.2008. Neither the department head nor the 2nd defendant-Human Resources Manager replied to the plaintiff's e-mails. The plaintiff went to the defendant bank at Club House Road and met the Human Resources Manager (2nd defendant) on 01.11.2008 and presenting himself for joining back to the duties. The then Human Resources Manager Mr.Senthilanathan asked the plaintiff to join the same India Marketing department, where the plaintiff was earlier working, when he left for sabbatical leave. He also asked the plaintiff to meet the head of the India Marketing Department Mr.VIjay Ramachandran when he visited Chennai office a couple of days later. Accordingly, the plaintiff met Ramachandran and asked about the work assigned to him. The said Ramachandran told the plaintiff that at that point there were no vacancies in the India Marketing department and he shall ask Human Resources Department to find the plaintiff an appropriate position in some other department. Two days later, the plaintiff was asked to draft a new policy procedure document for the Data Mining Department in light of some audit observations that were made on the department during the last conducted audit. The plaintiff completed this job in three days time and submitted the draft document to the head of Data Mining Department who accepted the draft and recommendations made therein. Thereafter, the plaintiff told the 2nd defendant – Human Resources Manager that the plaintiff had completed the short assignment and asked for a more permanent responsibility. The plaintiff was asked to wait for some more time and continue with India Marketing Department till such time, he is assigned a new position.

j) The plaintiff regularly contacted the Human Resources Manager of the defendant bank and asked to be given a position and due responsibilities without any further delay as per the sabbatical policy of the Bank. He explained to the Human Resources Manager that eventhough the plaintiff was paid full salary, the act of the management in keeping an experienced resource like the plaintiff idle while hundreds of other employees in the same office were working, was only aimed to humiliate and ill treat the plaintiff as a measure of victimization for the sole reason that the plaintiff acted as a whistle blower bringing to the notice to the Ethics Committee the violations of laws that took place in the defendant bank's branches of India. The plaintiff found it extremely difficult to send mails or read mails with this computer and he applied for a replacement desktop computer to his department head. After much persuasion and follow-up the 2nd defendant asked the plaintiff in April 2009 to submit an internal bio-data form known internally as CMP (Citigroup Management Profile) to help him locate suitable job positions with the defendant bank for the plaintiff. Since all communications and records of the plaintiff were in the form of only emails and the plaintiff was denied the access to his emails and files prior to his sabbatical leave, which were in the computer server. The plaintiff asked the 2nd defendant access to his service records with a view to provide accurate information in the said CMP-bio data form. The 2nd defendant promised to try to give the details to the plaintiff the required information from his service records and told the plaintiff to produce approximate dates till such time. Accordingly, the plaintiff made a Bio-Data of his services in the defendant bank and forwarded it to the 2nd defendant to find a suitable position within the bank urgently. The 2nd defendant offered no such positions to the plaintiff even after sending this document. The plaintiff again forwarded this document on 17.09.2009, to the 2nd defendant and asked for a specific job position Manager Liabilities - Operations Policy & Process Development Group-Job Code-09018680. The 2nd defendant forwarded it to another Human Resources Manager and nothing was heard from any of them after that, exhibiting a collective collusion by the senior level hierarchy in victimizing the plaintiff at all levels.

k) On 18.05.2010, the plaintiff raised his grievance that he was victimized intentionally and kept idle after completion of sabbatical leave, for having raised two ethical concerns, as a whistle blower with the Ethics Committee. Thereafter one Mr.Robert Door - Director of Employee Relations - Ethics Line spoke from the United States to the plaintiff. He promised the plaintiff that he would arrange a proper enquiry into the issues, by appointing a senior person outside India to conduct the enquiry. After some delay, the enquiry was announced to be held in Mumbai on July 8th and 9th of 2010. One, Aditya Mittal who was a Human Resources Manager in India and who was then Human Resources Head in Malaysia was made the enquiry officer. Mr.Stephen Cronin the then Human Resources Director for India was asked to coordinate the investigation. The plaintiff wrote to Mr. Dorr and Mr.Stephen Cronin requesting that the investigation be fair and principles of natural justice be followed since the plaintiff suffered due to an arbitrary investigation, earlier held by Mr.Gore. The plaintiff was assured that the investigation would be fair and impartial. The investigation took place on 8th and 9th of July 2010 and the plaintiff cooperated fully with the investigator. However, the Investigator did not share with the plaintiff what the responses of the Bank or allegations made by the Line Managers and others in India Management of the defendant bank, to give an opportunity to the plaintiff to reply or counter such responses if necessary, with available materials. After four weeks later, the plaintiff was summoned again to Mumbai office of the defendant bank. On 06.08.2010, the plaintiff and Mr.Stephen Cronin- Director Human Resources made a conference call from Mr.Cronin's office to Aditya Mittal - Investigator - in Malayasia and Mr.Mittal orally shared the results of his investigation. He concluded that the India Management had seriously defaulted in not providing the plaintiff a position after his sabbatical leave but he also concluded that this was not victimization on the part of the defendant bank. He recommended that the defendant bank quickly find a suitable job position for the plaintiff.

l) The plaintiff wrote to Mr.Robert Dorr - Director Employee Relations stating that the conclusion of the investigation was arbitrary and no opportunity was given to the plaintiff to know what was stated against the plaintiff by the management of the defendant bank and to counter such statements where necessary. The plaintiff asked for a copy of the investigation report, which was denied. After much requests from the plaintiff a mail containing an attachment which gave a very brief summary of the investigation done was sent by Mr.Dorr. The attachment had no name or signature, but containing an observation "a serious deficiency in not giving Mr.Ramesh any work post sabbatical. However, further observed that there was no victimization to the plaintiff, by the defendant bank. Much vexed at the unfair finding that there was "no victimization", the plaintiff sent an e-mail dated 27.08.2010 to Mr.Dorr, disputing the finding regarding victimization. The plaintiff felt much remorse and despondency. The plaintiff took his annual holiday and returned to duties by the 2nd week of October 2016. The plaintiff requested the Human Resources Director Mr.Stephen Cronin to atleast provide the plaintiff a job responsibility of an Assistant Vice President, if not a promotion to the position itself. It was important to the plaintiff who had suffered career growth for three continuous years to perform in a senior position and achieve the promotion as early as possible. The then Human Resources Director asked the plaintiff to meet the Head of Operations in Chennai Mr.Arvind Singla regarding a job position. When the plaintiff met Mr.Singla, he was offered a position of "Cash

Officer" which was much below the Manager Grade. The plaintiff expressed shock at this job offer since Cash Officers had worked under the plaintiff in the defendant bank as early as in the year 2001 and he was now being offered that entry level job. The plaintiff had to rejected this poor offer as it became clear to the plaintiff that the 3rd round of humiliation and ill treatment of the plaintiff had started, by the senior management of the defendant bank. The plaintiff communicated his anguish over the denial of appropriate job offer, to the Human Resources Director and subsequently, the plaintiff was offered the position of Regional ATM officer. The plaintiff wrote back stating that he had been a Regional ATM officer in 1999 and he cannot be asked to take up similar job, in the year 2010 which he did as Assistant Manager 12 years ago and which at that point of time, was a much larger responsibility as the plaintiff was not only engaged in running the ATM centres but also in establishing such centres from scratch for the defendant bank. The plaintiff was threatened by the Human Resource Director of the defendant bank that the plaintiff would be considered surplus staff if he did not accept the job offer when meant to isolate the plaintiff in the basement of Alwarpet branch. Dr. Subramanian Swamy, former Law and Commerce Minister of Government of India, who heard of the plaintiff's plight wrote to the Chief Executive Officer of the defendant bank Mr.Prahmit Zhaveri on 31.12.2010, stating that he was writing only as a long time customer of Citibank services and he was disturbed to see that the plaintiff was targeted for being a whistleblower. He requested the Chief Executive Officer of the defendant bank to review the matter, though the matter was technically an internal one it was of sufficient public interest. The Human Resources Director-Mr.Stephen Cronin of the defendant bank on 6th January 2011, sent an e-mail to Dr.Swamy, copying the Chief Executive Officer of the defendant bank assuring that they are doing a fair and equitable review of the matter.

m) On 24.01.2011, the Human Resources Director again urged the plaintiff to take up the earlier job offer. The plaintiff wrote back tot he Director stating since the Director had assured his matter would be reviewed in a fair and equitable manner, the plaintiff was eagerly waiting for the conclusion of the assured review before replying to the Director. The plaintiff also wrote to Mr.Robert Dorr of

Employee Relations - in the defendant bank's Ethics Office in the United States. To these communications of the plaintiff, there were no replies. On 01.02.2011, the plaintiff was summoned to Human Resources Department located in the first floor of the Club House Road Officer of the defendant bank and the plaintiff was given a set of documents by the then Human Resources Manager Mr.Shivi Rastogi and he told to sign acceptance of the documents. When the plaintiff went through the documents he found that it was an arbitrary termination of the plaintiff, which was termed by the defendant bank as "Employee Separation Plan". The plan stated amongst other things that the plaintiff has been rendered surplus for the bank and as a result he is provided with the separation package. The plaintiff refused to the sign the documents which would amount to accepting the unfair and arbitrary termination of the services of the plaintiff. The plaintiff and his family would suffer due to this sudden declaration of surplus and the plaintiff requested the 2nd defendant- Human Resources Manager to extend the Medical Insurance plan for a few months since a new medical insurance plan would mean losing coverage for existing illness. The plaintiff was asked to collect his belongings in his desk if any and leave the premises immediately. By this forced and humiliating acts, he had no other go than to leave the premises of the defendant bank, to save his dignity. However, the 2nd defendant sent the same set of documents to the plaintiff through post.

n) During March 2011, the plaintiff preferred an appeal before the Appellate Authority under Section 41 of the Tamil Nadu Shops and Establishments Act, 1947, (i.e), before the Special Deputy Commissioner of Labour, Chennai, seeking to set aside the order of termination dated 1.02.2011, issued by the defendant in T.S.E No.IA-1 of 2011 and in the said proceedings, the defendants have already filed a counter statement and the said proceedings is pending. The plaintiff is now preferring the present suit, claiming damages for inhumane treatment, harassment, insult committed by the senior level officers of the defendant bank in collusion with other officers of the bank. The plaintiff has been subjected to such ill treatment for no fault of his and it is curious to know that no Show Cause Notice was given to the plaintiff pointing out any irregularity or dis-service by the plaintiff at any point of time. The ill treatment meted out by the plaintiff is unbearable. Although the 1st defendant Bank is a private Multinational Bank, there is a public duty and public obligation adhering to the laws of this Country is fastened to the organisation, which are the essentials of good administration by any Banking Institution. Such reputed Bank, should not indulge in ill treatment harassment, willful insult affecting the dignity of an employee without any valid reason and the defendant bank cannot act in a casual and arbitrary manner towards the employee like the plaintiff. The defendant while discharging his functions are expected to act fairly by observing the principles of natural justice and by upholding the human dignity. Consistent harassment of an employee and forcing to sign his own termination papers on 1.2.2011, was in fact caused unbearable mental agony and hardship especially, when the plaintiff has put up unblemished service to the Bank, since 1993 and the plaintiff wa not submitted to any show cause notice, memo, charge memo or any enquiry for any dis-service or violation of any service conditions. The act of the defendants have cause great mental agony to the plaintiff and caused irreparable damage to his reputation and long career. Hence the defendants are jointly and severally liable to pay damages for their unlawful actions and deliberate in humane treatment and for forcibly asking the plaintiff to sign his own "termination papers" on 1.2.2011 and the plaintiff estimates the damages as Rs.2,00,00,000/- since his last drawn salary was Rs.12,50,000/- per annum and the plaintiff was holding various responsible position during his service with the defendant bank and commanded a good respect among the colleagues. Hence the suit.

2. The case of the Defendants, in a nutshell, as set out in his written statement, is as follows:-

a) All the allegations contained in the plaint are denied except those that are specifically admitted herein. In March 2007, the employee/plaintiff submitted a complaint to the Ethics Office. The complaint was allotted the reference No.455/07 by the Ethics Office. The complaint in brief related to alleged violations by the Bank in engagement of security guard in its premises in Chennai. According to the complaint submitted by the plaintiff the engagement of security guards violated provisions o the Contract Labour Act, Minimum Wages Act, IOL Standards, Tamil Nadu Shops and Establishment Act. The complaint was duly investigated and it was found that there was no merit in the complaint. In April 2007, the plaintiff made the second complaint to the Ethics Office with reference to the manner in which notarization was done by the Chennai branch, which reads as under:

"Citibank facilitated share transfers for its customers. The application form for the same contained a Power of Attorney, required to be notarized by a Notary Public. Blank application forms had been notarized which is not permissible under law".

The second complaint was given reference No.549/07 by the Ethics Office and was also thoroughly investigated. The Ethics Office was of the view that the complaint was justified and recommended that Notary Public services should be terminated along with the distribution of a training bulletin and that no disciplinary action should be taken over genuine lack of knowledge of legal requirements. Thus, it would be appreciated that this complaint by the plaintiff resulted in benefits to the bank and the bank made changes to such existing systems that were in place.

b) A third complaint was lodged by the plaintiff in July 2008 with the Ethics Office. This complaint allotted as Matter No.2008001927. In brief the complaint of the plaintiff was as under:

The plaintiff had sent to the Citi Ethics Office an email attaching a newspaper article containing allegations of violations by banks including Citibank in India. The plaintiff alleged that this email was forwarded to Citibank India management by the Citi Ethics Office, revealing, his identity as the person who had sent the article, which the plaintiff alleges, caused the India management to take retaliatory action against him by denying the plaintiff a promotion, impacting his increment and negatively affecting his reporting structure.

Consequent to investigations, the Ethics Office found, by its proceedings, that the complainant had not substantiated his allegations of retaliation by the Bank with evidence and the same remained unproved particularly with reference to the allegation that promotions had not been granted to him because of his earlier complaints that were the subject matter of Matter Nos.455/2007 & 549/2007. It is necessary to bring to the notice of the Authority the increment, promotion, bonus etc. particulars relating to the plaintiff, details of which will be produced during trial. By his application dated 12.3.2008, the plaintiff wanted to proceed on six months sabbatical leave from 1.05.2008 to 31.10.2008. By letter dated 20.04.2008, the Assistant Vice President-HR agreed to the plaintiff's request and granted him sabbatical unpaid leave from 1.05.2008 to 31.10.2008. The plaintiff was away from the Bank from 01.05.2008 till 31.10.2008. He reported for duty on 01.11.2008 at the Chennai branch.

c) A fourth complaint was lodged by the plaintiff before the Ethics Committee in the year 2010. This complaint was allotted as Matter No.201000877. In the complaint, he alleged that his local managers took retaliatory action due to his prior ethic complaints. The Investigation by the HR Investigator involved interviewing the plaintiff between July 8, 2010 & July 9, 2010 on multiple occasions. The Investigator also look into all prior investigations. He reviewed the same and also interviewed local managers in the course of his investigation. The report of the Investigator was submitted to the Ethics Committee who in turn concluded by their report November 15, 2010 that the allegations of retaliatory action were not made out. The investigation determined that the complainant was in fact promised an appropriate position upon his return from sabbatical in 2008, but he was not provided a suitable job as promised. The complainant should have been placed in a position following his sabbatical; however, no evidence was uncovered to substantiate the allegation that the failure to place the complainant in a position was retaliation for prior ethics submissions. Rather, the investigation determined that the complainant is perceived as challenging to work with because of past interactions with his managers about work assignments and his performance of work assignments, not because he filed ethics complaints.

d) The report of the HR Investigator that a suitable location should be found for the plaintiff was noted with approval by the Ethics Committee. This direction was issued in the teeth of the view of the Ethics Committee that the bank was unjustified in not providing work to the plaintiff and that in keeping with his qualifications a suitable position should be identified for the plaintiff. Citi management located a C-11 postition (the plaintiff's then position level) ATM Operations Specialist which was communicated to the plaintiff on September 7 2010. The plaintiff rejected this position on

September 8, 2010 stating that it was similar to a position he had previously performed. He requested Citi management to locate another position for him. Citi Management located a second position - Specialist Branch Banking Controls- a C-11 position and presented it to the plaintiff on September 20, 2010. After initially accepting this role, he subsequently rejected the position on November 8, 2010. As a result of the plaintiff's persistent refusal to accept appropriate positions as identified by the Bank, wherein his emoluments and conditions of service would not be affected in any manner, Bank could not find any other suitable position for the plaintiff in the Chennai area of operations. As a result, the Bank informed him by letter and email dated November 24, 2010 that his position in the Bank has been rendered surplus to requirements and hence was redundant. The letter urged him to kindly reconsider and accept the Specialist Branch Branking, Controls postition in Chennai that had been offered to him or requested him to agree for transfer or relocation to any other location in India while informing him that an overseas job posting was not feasible. The letter requested for a response from him on or before 3rd December 2010.

e) Between November 20, 2010, and January 24, 2011, there were further exchanges of emails and letters between the plaintiff and the defendant wherein the plaintiff disagreed with the bank's position and the bank urged him to respond to their offer of the position available within specified dates. On February 1, 2011 the Bank wrote to the plaintiff informing him that his services in Citibank had been rendered surplus since he had communicated that he was not inclined to take up the alternate positions suggested for him and that he would cease to be an employee of the bank at the end of usual business hours on that day. Further, the details of the Citibank N.A India Employee Separation Pay Plan were included in the communication. The sequence of facts and circumstances also confirm that the plaintiff is estopped from once again raising allegations of retaliatory action, victimization or denial of increments, bonus or promotion as he has repeatedly stood by the findings of the Ethics Committee which time and again affirmed that such allegations were unfounded and more so because the plaintiff himself was party to the said proceedings. In any event, such allegations are evidently false. As earlier stated, genuine steps were taken by the defendant bank to carry into effect the findings of the Ethics committee but such efforts were eventually frustrated by the plaintiff's own refusal to the defendant's offer of a suitable location.

f) With reference to paragraph 6, it is denied that it was duty of the plaintiff to bring to the attention of the Compliance Unit in the United Stated any ethical concerns as Business Unit Compliance Officer (BUCO) the position which he held earlier. With reference to the contents in paragraph 7, the defendant's recognizing the important of maintaining ethical standards to be critical for maintaining world-class business standards, had established an ethics office in the form of an internal grievance redressal procedure/ investigative machinery, and the same covers all the employees of the Citi group around the world within its ambit. If an employee of the defendants' Bank reasonably suspects or becomes aware of a possible violation of a law, regulation, or defendants' bank ethical standard, such employee can contact any of the following:

* The appointed person under any applicable local disclosure procedure or policy

* A supervisor

*A human resources representative

*The business unit's internal legal counsel

*The compliance officer

*An employee Ethics Hotline number established by the organization for this purpose (and typically found in an employee handbook or similar publication)

*Audit and Risk Review

*Citi Security and Investigative Services ("CSIS")

The Citi Board of Directors, through the Citi Corporate Secretary

g) The procedure followed by the defendant bank's Ethics Office is as follows in brief:

(a) A complaint is submitted via the ethics hotline process (telephone or e-mail) and it is received by the defendant Bank's Ethics Office.

(b) The defendant Bank's Ethics Office reviews the submission and makes an initial determination to the type of complaint submitted - for example whether it pertains to ethics, employee relations complaint, fraud, retaliation or other designation.

(c) The defendant Bank's Ethics Office then sends the complaint to the appropriate investigating, department (e.g. HR) who determines where the complaint originated (i.e country/location)

(d) The complaint is then forwarded to the defendant Bank's location where the complaint originated for thorough investigation and resolution.

h) While there is no statutory obligation on the defendant Bank to establish such office in India, for the reasons mentioned above and in order to uphold ethical standards in its business the same was established and the said Ethics Office of the defendant Bank through the above mentioned internal administrative process. With reference to the contents in paragraphs 8 to 10, the complaint was duly investigated and it was found that there was no merit in the same. With regard to paragraphs 11 to 16, the allegation that the senior management level authorities adopted retaliatory action against the plaintiff is false and incorrect. The allegation that the plaintiff has faced inhumane treatment, harassment by the officers of the bank is wholly false and the same is strongly denied. The plaintiff was not coerced into signing his own termination papers as alleged by him. It is denied that the plaintiff was threatened and forced to sign his own resignation paper as the same is false and incorrect. The defendant Bank is also not liable to pay damages to the plaintiff. Hence the suit is liable to be dismissed.

3. Considering the pleading of the plaintiff and the defendant the following issue were framed:

i.Whether the suit is maintainable for lawful activities of the Bank against the borrower?

ii.Whether the plaintiff was at all in any manner treated by the defendant as alleged by him in the plaint?

iii.Whether the plaintiff was subjected to any unlawful and inhumane act by the defendant?

iv.Whether the plaintiff is entitled to the relief sought for?"

4.On the side of the plaintiff 3 witnesses were examined and 31 exhibits were marked. On the side of the defendant 1witness was examined and 35 exhibits were marked. Though the counsel for the defendant has initially raised objections regarding marking of e-mails as exhibits, no arguments were advanced in this regard. In fact, the defendants have also marked e-mails as exhibits and elaborate evidence has been let in by both the parties regarding the email exhibits, thereby not denying either the contents or the existence of such mails.

5. The learned Senior counsel appearing for the plaintiff submitted that the plaintiff was initially appointed as a City phone officer in banking division Chennai from 01.11.1993, after completion of the probation his employment was confirmed and he was promoted as an Assistant Manager(Grade Q) from 01.11.1994 and was posted in customer correspondent union. The plaintiff was given various positions and responsibilities throughout his career. He was promoted later to the grade of Assistant Manger (Grade R). Further, he has relied upon the various averments in the plaint and the evidence pointed out to the various positions held by the plaintiff in Chennai, Hyderabad and Cochin branches.

6. It has been further submitted by the learned counsel for the plaintiff that the plaintiff was promoted to Manager level (Grade S). After promotion, the plaintiff was initially posted as Product Manager and thereafter as customer service manager in the personal loans department. Relying upon the Exhibit P3 dated 09.03.2005, the learned counsel for the

plaintiff submitted that the plaintiff was put in charge of marketing services head for loan- ready cash, Mortgage and Auto. Spelling out his qualitative performance in various fields he was given additional charge as a compliance officer and BUCO for the marketing services. Further he submitted that the role of the plaintiff as a compliance officer was to ensure that business practices in India particularly the market department of the bank adheres to all the rules and regulations of Indian and American laws to maintain ethical standards. The business operation throughout the world. The plaintiff was to report to the compliance unit as USA/ India regarding any concern of violation of the statues and the ethics committee would look into the same by following the grievance redressal procedure. According to the learned counsel for the plaintiff, the plaintiff started facing problems in his employment. After he raised ethical concern to the ethics committee through the administrative department. The first of the concern was raised by the plaintiff through his email to the ethics department dated 24.03.2007, marked as exhibit P5 followed by emails dated 27.03.2007 and 05.04.2007 marked exhibits P6 and P7 respectively, the first ethical concern acknowledged by the ethics office of the defendant bank in USA vide ref No 455 of 2007 was regarding the service conditions of the security guards posted at various points in bank premises who were assigned the duty of not less than 12 hours per day without any weekly annual and festive holidays and without additional wages for overtime. Without taking corrective measure the security agency was changed once in every few years and the condition of service remain the same.

7. The learned counsel for the plaintiff referring to the cross examination to DW1, submitted that though the complaint is claiming to be closed the report has not been filed by the defendant to disprove the claim of the plaintiff and that the witness who happens to the senior vice president had also affirm that the security agency was again changed after the investigation. The concern raised by the plaintiff has provoked the senior official of the defendant bank which has led to ostracizing and victimization of the Plaintiff at the work place eventually leading to his termination. That apart the plaintiff vide email dated 07.04.2007 the plaintiff raised his second ethical concern regarding the practice adopted in the defendant bank while opening an account for investment services and the signature of the customer is obtained on a stamped and notarized unfilled power of attorney and the application form. Since the notarization of the a document can be made only after the customer had signed in the

document in the presence of the notary public, such practices of obtaining signature on black and unfilled form was not only in violation of the guidance issued by SEBI and RBI but also could affect the reputation of the defendant bank the concern was raised.

8. It has been further submitted by the learned counsel for the plaintiff that the second ethical concern which was acknowledged vide ref no 549 of 2007 was investigated, found to be true and the practice which was prevalent in 2007 was stopped after and ethics escalation by the plaintiff. Once again tracing his contentions to the cross examination of DW1, he submitted that the plaintiff is supposed to have been enquired during the investigation of both the ethical concerns but he was called upon only during the investigation and not during the first concern which was not properly investigation. It is to suppress the procedure violation the investigation report has not been filed by the defendant before the Hon’ble court.

9. The learned counsel for the plaintiff submitted that instead of appreciating the plaintiff for the concerns raised by him in the interest of

the defendant bank which had global presence, retaliatory and victimizing acts were taken by the defendant bank by isolating him in the marketing team, keeping him away from regular meeting, not assigning of vital projects and removed from his designation as business unit compliance officer. It was further pointed out that the plaintiff who was awarded performance oriented annual bonus of 20% until the calendar year 2006 was denied any bonus of increment for the year 2007 despite his good performance. The plaintiff was not also given his due promotion to the post of assistant vise president to the (Grade T) in the year 2008, while the victimization and ostracization continued.

10. The learned counsel for the plaintiff relied upon the evidence of PW3, Mr.N.K Ramprasad the then vice president in the defendant bank who was clearly deposed that the plaintiff was denied the eligible promotion and victimized with the denial promotion and performance bonus inspite of his excellent performance. Further, it has been submitted that the plaintiff applied for a 6 month “Sabbatical Leave” which was permitted by the service conditions in the defendant bank as per the policy

applicable for the person availing sabbatical leave he would not be paid any salary for that period and that the employee taking a sabbatical leave can rejoin at the same level without any break in service. The plaintiff was granted sabbatical leave for the period 01.05.2008 to 31.10.2008. The plaintiff initial attempt to draw the attention of the ethics committee in USA regarding the victimization did not yield favorable result.

11. The learned counsel for the plaintiff further submitted that the when the plaintiff reported for work on 01.11.2008 after his sabbatical leave met the head of the India marketing department Mr. Vijay Ramachandran who contrary to the norms applicable for a person rejoining the duty after sabbatical leave failed to accommodate him in the same position stating that there were no vacancies and that the plaintiff was to seek the assistance of the with the second defendant department to get the appropriate posting in some other department. The learned counsel would further add that in humiliation, the plaintiff seat was moved from the marketing departmentand he was made to sit in a conner in the floor with temporary and contract employees, deprived of a computer or laptop initially and later though an old computer was given the plaintiff was deprived the access to his official mail Id in the marketing department.

12. The learned counsel for the plaintiff further submitted that the plaintiff was not allotted any responsibility for nearly sixteen months after his return from the sabbatical leave,despite his repeated request by emails marked as exhibits P14,P15 and P16. As no reply or action was forth coming the plaintiff raised a grievance vide email dated 18.05.2010 marked as P17, In reply the director of the employees relation from the defendants bank in USA, spoke to the plaintiff and an enquire was scheduled to be held on 08th and 09th of July 2010 in Mumbai with one Mr. Aaitya Mittal, the then Human Resource Head in Malaysia, helming the duties as an enquiry officer. Though the plaintiff was not furnished a copy of the enquiry report, upon much insistence, Mr.Robert Dorr, the Director of employees relation sent an email containing select portions of the investigation which included an observation that the bank committed a serious deficiency in not giving the plaintiff any work post sabbatical. The said position has not been accepted by the defendants in their evidence.

13. It has been further submitted by the learned counsel for the plaintiff that the humiliation and ill treatment continued with the defendant offering the plaintiff the position of “Cash Officer” which was an entry level job and much below the manager grade held by the plaintiff . The

plaintiff could not accept the offer and requested that he may be offered a similar position held by him earlier. However, the plaintiff was again offered a much lower post of regional ATM officer which he held in the year 1999. Once again the said offer which was nothing but a humiliation which was not accepted by the plaintiff. The learned counsel further submitted that the plaintiff was thereafter offered an audit and compliance role, which was thought to be accepted by him in good faith. However, the plaintiff was allotted a work place under a staircase leading to a basement in Alwarpet Branch on the threat of being treated as a surplus in the said role in the said branch, if he did not accept the offer.

14. The learned counsel for the plaintiff further submitted that at the request of PW2, the former cabinet minister and a longtime customer of the defendant bank, the Director of resources and Chief executive officer assured to review the matter fairly and equitably. However, the Human Resource Director kept pressurizing the plaintiff to accept the job offer. The plaintiff citing the assurance by the Director of resources and the Chief executive officer awaited for the conclusion of the review. Despite the plaintiff's reminder by email, there was neither any reply nor any action from the defendants. The learned counsel further submitted that when

things stood thus, the plaintiff was summoned to the second defendant department on 01.02.2011 and handed over his termination in the form of employee separation plan which the plaintiff naturally did not sign and therefore an employee separation dated 01.02.2011 was sent by post. Aggrieved, the plaintiff filed a statutory appeal under the Tamil Nadu Shops and Establishment act 1947, in T.S & E No.3 of 2011 which was allowed vide order dared 19.09.2017. The learned counsel further submitted that as against the order of the Deputy Commissioner of labour, a Writ Petition in W.P.No 32359 of 2017 is still pending on the file of this Hon'ble Court.

15. The learned counsel for the plaintiff concluding his submission submitted that the plaintiff has been victimized for being a wistle blower by the defendant by their retaliatory, and humiliatory actions depriving him of promotions, increments and bonus by way of punishment for raising ethical concerns of violation of law happening in the Indian arm of Citi bank, causing severe mental pain and agony to him on various dates, culminating

ultimately in deprivation of his employment by proceedings date 01.02.2011 and therefore pressed that the defendant are jointly and severally liable to pay a sum of 2,00,00,000/- (Rupees two crores Only) towards damages for the mental agony caused to the plaintiff and thus sought the suit to be decreed.

16. Per Contra, the learned counsel for the defendant submitted that the relief sought by the plaintiff is not sustainable as the plaintiff who has sought damages for the mental agony caused to him on 01.02.2011, on account of his termination, has already succeeded in the appeal against the termination order and his services has been directed to be restored with back wages, thus his grievance has been addressed. He has been further contended that the Writ petition against the order of the Appellate Authority made in T.S.E No.3 of 2011 is still pending and the Suit could not be sustained on the same ground and on the same cause of action.

17. The learned counsel for the defendant interpreting the cause of action paragraph 51 in the plaint, submitted that the cause of action is

restricted only to the termination date of 01.02.2011 and no evidence whatsoever has been let in to prove the mental agony suffered on 01.02.2011 and therefore, the suit relief cannot be granted. He further contended alternatively that if the mental agony is claimed to be caused earlier, then the pleadings ought not to have been restricted to 01.02.2011 as the date when the cause of action arose and in such event, the suit would be barred by limitation as the events regarding complaint to ethics committee and humiliation occurred between 2007 to 2010 and the suit has been filed only in 2013.

18. The learned counsel for the defendant further submitted that since the cause of action is restricted only to 01.02.2011, there cannot be any departure from that failing which it would result in violation of the plaintiff's case. He has reiterated that no medical evidence has been produced for the alleged sufferance of mental agony, there is no justification for the claim and hence, it should be inferred that the plaintiff had not suffered any mental agony.

19. The learned counsel for the defendant concluding his

contentions further submitted that since the suit would be barred if the earlier incidents are taken in to account and since the cause of action is restricted only to 01.02.2011 for which no proof for sufferance of mental agony has been produced, it is not necessary to go into the correctness of the allegations regarding victimization and humiliation, which is subject matter pending before the Writ Court and hence sought the suit to be dismissed.

20. Heard both sides and perusals all the materials on record.

21. Issue No 1:

In so far as the first issue is concerned, the plaintiff is not a borrower. The only place where there could be semblance of reference is only to the notarized blank forms in which signatures are taken from the customers. The issue can thus be traced to the second complaint to the ethic committee made by the plaintiff. The second complaint pertains to the procedure adopted by the bank, while opening investment services account with a page titled as power of attorney. The case of the plaintiff is that there was a practice that the blank power of attorney form where found to be notarized by a notary public which was a violation of the Notaries Act and also the business ethics, the ethics committee found the complaint to be true and the said procedure that was invoked till 2007 was stopped. The said position has also been accepted and the notary public services was terminated pursuant to the investigation. The DW1 has also accepted that the second complaint given to the ethics committee was found to be correct. It will be useful to refer Section 8(1)(a) of the Notaries Act 1952, which states that a notary should verify, authenticate, certify or attest the execution of any instrument in implying that the document must have been executed before the seal and signature is affixed by the department. A reference can also be drawn to section 8(1)(g) of the Notaries Act where similar language is used. Therefore it can be concluded that the Bank by adopting the procedure of obtaining signature from Notary in blank power of attorney and application forms, until 2007 was not performing its duties in accordance with law and business ethics. In view of the above, the suit is maintainable.

22. Further, it would be appropriate to point out that neither of

the learned counsels have clarified about the context under which the term "borrower" was used in the first issue. Therefore, this court considering the facts, interpreted the same as indicated above and decided the issue. Now for a moment, what if the term "borrower" was a mistake and the intention was to mean the "plaintiff". Let us now examine, the issue on that basis. To decide the issue, it is to be examined as to whether the actions against the plaintiff are lawful. It is not in dispute that the plaintiff was treated a surplus employee and his services were terminated by Ex.P24 with effect from 01.02.2011. During the stage of pleadings and evidence, the appeal filed by the plaintiff challenging the termination order was pending and both the learned Counsels fairly submitted that the appeal has been allowed and a Writ Petition is pending against the order of the appellate authority in T.S.E.No.3 of 2012. A perusal of the Written Statement filed by the defendants would reveal that they have dealt with the events that transpired after 01.11.2008, that is to say after the rejoining of the plaintiff after sabbatical leave. In so far as the ethical complaints, the contentions of the plaintiff have not been denied and the second complaint and the outcome has been admitted. In so far as the pay particular and eligibility to pay increase and bonus, it has just been averred that the same will produced during evidence, without any specific pleadings on the same. The defendants have not produced any documentary evidence to disprove the claim with regard to denial of promotion, increment and bonus but have unjustly tried to justify it and miserably failed to do so.

23. It is the contention of the learned counsel for the defendant that the suit may not be maintainable on two alternate grounds namely that the cause of action as found in paragraph 51 of the plaint is restricted only to the termination on 01.02.2011 and the sufferance of mental agony has not been proven with medical evidence and on the contrary, if the prior events are construed to be cause of action, then the suit would be barred by limitation. Such a plea has not been raised by the defendant in the written statement. The written statement and the proof affidavit proceeds on the premise that the actions of the defendants are not retaliatory to the complaints of the plaintiff. It is settled law, the question of limitation is a mixed question of law and fact. Therefore, the defendants ought to have raised such plea in the written statement. That apart, during the cross examination held on 07.01.2015, the plaintiff has clearly mentioned that

he is seeking damages for all the illtreatment upto the termination of service.

24. Upon careful consideration on the averments in the plaint, this court sought the view that the contention of the learned counsel for the defendant that the cause of action in the suit is restricted only to the termination that took place on 01.02.2011 cannot be countenanced for the simple reason that the termination is the last of the causes of action in a chain of events and not the only cause of action. The averments in the plaint disclose that the starting point of cause of action would be the date when additional charge was given to the plaintiff as BUCO and the subsequent alleged events that transpired during his service from 2007 onwards like raising of the two ethics concerns, denial of promotion, increments, bonus, non-allocation of work after sabbatical leave, raising of further complaints of ill treatment, humiliation and victimization as retaliation for the ethics concerns by allocation of inferior post, etc., until his termination 01.02.2011. The cause of action paragraph in the plaint cannot be read in isolation. It is settled law that the entire plaint must be read as whole to discern the cause of action. It will be useful to refer to following judgments in this regard.

"A. Sopan Sukhdeo sable and others Vs Assistant Charity Commissioner and others(2004 (3)SCC 137)"

"15. There cannot be any compartmentalisation, dissection, segregation and inversions of the language of various paragraphs in the plaint. If such a course is adopted it would run counter to the cardinal canon of interpretation according to which a pleading has to be read as a whole to ascertain its true import. It is not permissible to cull out a sentence or a passage and to read it out of the context in isolation. Although it is the substance and not merely the form that has to be looked into, the pleading has to be construed as it stands without addition or subtraction or words or change of its apparent grammatical sense. The intention of the party concerned is to be gathered primarily from the tenor and terms of his pleadings taken as a whole. At the same time it should be borne in mind that no pedantic approach should be adopted to defeat justice on hair-splitting technicalities."

B. *Church of Christ Charitable Trust & Educational Charitable Society v. Ponniamman Educational Trust, (2012) 8 SCC 706 : (2012) 4 SCC (Civ) 612 : 2012 SCC OnLine SC 1237*

"Cause of action

13. *While scrutinising the plaint averments, it is the bounden duty of the trial court to ascertain the materials for cause of action. The cause of action is a bundle of facts which taken with the law applicable to them gives the plaintiff the right to relief against the defendant. Every fact which is necessary for the plaintiff to prove to enable him to get a decree should be set out in clear terms. It is worthwhile to find out the meaning of the words "cause of action". A cause of action must include some act done by the defendant since in the absence of such an act no cause of action can possibly accrue.*

14. *In A.B.C. Laminart (P) Ltd. v. A.P. Agencies [(1989) 2 SCC 163] , this Court explained the meaning of "cause of action" as follows: (SCC p. 170, para 12)*

"12. A cause of action means every fact, which if traversed, it would be necessary for the plaintiff to prove in order to support his right to a judgment of the court. In other words, it is a bundle of facts which taken with the law applicable to them gives the plaintiff a right to relief against the defendant. It must include some act done by the defendant since in the absence of such an act no cause of action can possibly accrue. It is not limited to the actual infringement of the right sued on but includes all the material facts on which

it is founded. It does not comprise evidence necessary to prove such facts, but every fact necessary for the plaintiff to prove to enable him to obtain a decree. Everything which if not proved would give the defendant a right to immediate judgment must be part of the cause of action. But it has no relation whatever to the defence which may be set up by the defendant nor does it depend upon the character of the relief prayed for by the plaintiff."

15. *It is useful to refer the judgment in Bloom Dekor Ltd. v. Subhash Himatlal Desai [(1994) 6 SCC 322] , wherein a three-Judge Bench of this Court held as under: (SCC p. 328, para 28)*

"28. By 'cause of action' it is meant every fact, which, if traversed, it would be necessary for the plaintiff to prove in order to support his right to a judgment of the court, (Cooke v. Gill [(1873) LR 8 CP 107]); in other words, a bundle of facts which it is necessary for the plaintiff to prove in order to succeed in the suit."

It is mandatory that in order to get relief, the plaintiff has to aver all material facts. In other words, it is necessary for the plaintiff to aver and prove in order to succeed in the suit."

26. As held by the Hon'ble Apex Court in the above judgments,

the cause of action is a bundle of facts and the plaint has to be read as a whole. In the present case, this court finds that the cause of action is a combination of series of acts of the plaintiff and the defendant which ultimately culminated in the proceedings dated 01.02.2011. It is one thing to say that there is no casue of action but another to say that the relief cannot be granted. Therefore, the claim of the defendant that cause of action is restricted only to 01.02.2011 cannot be sustained.

27. Now coming to the second limb of the contention of the defendants that if the cause of action is taken to be the series of events that occurred between 2007 to 2010, the suit would be barred by limitation. The said contention again in the view of this court is misconceived and cannot be countenanced. When the cause of action to file a suit is result of series of events, the right to sue would accrue when the cause of action last arose. In such a case, Article 113 of the Limitation Act, 1963 would be applicable. It will be useful to refer to the judgment of the Hon'ble Apex Court in *"Shakti Bhog Food Industries Ltd. v. Central Bank of India," reported in (2020) 17 SCC 260 : (2021) 4 SCC (Civ) 286 : 2020 SCC*

OnLine SC 482, wherein the Hon'ble Apex Court while considering the date of accrual of cause of action, held as follows:

> ***"17.*** *The expression used in Article 113 of the 1963 Act is "when the right to sue accrues", which is markedly distinct from the expression used in other Articles in First Division of the Schedule dealing with suits, which unambiguously refer to the happening of a specified event. Whereas, Article 113 being a residuary clause and which has been invoked by all the three courts in this case, does not specify happening of particular event as such, but merely refers to the accrual of cause of action on the basis of which the right to sue would accrue.*
>
> ***18.*** *Concededly, the expression used in Article 113 is distinct from the expressions used in other Articles in the First Division dealing with suits such as Article 58 (when the right to sue "first" accrues), Article 59 (when the facts entitling the plaintiff to have the instrument or decree cancelled or set aside or the contract rescinded "first" become known to him) and Article 104 (when the plaintiff is "first" refused the enjoyment of the right). The view taken by the trial court, which commended to the first appellate court and the High Court in the second appeal, would inevitably entail in*

reading the expression in Article 113 as — when the right to sue (first) accrues. This would be rewriting of that provision and doing violence to the legislative intent. We must assume that Parliament was conscious of the distinction between the provisions referred to above and had advisedly used generic expression "when the right to sue accrues" in Article 113 of the 1963 Act. Inasmuch as, it would also cover cases falling under Section 22 of the 1963 Act, to wit, continuing breaches and torts.

19. *We may usefully refer to the dictum of a three-Judge Bench of this Court in Union of India v. West Coast Paper Mills Ltd. [Union of India v. West Coast Paper Mills Ltd., (2004) 2 SCC 747] , which has had an occasion to examine the expression used in Article 58 in contradistinction to Article 113 of the 1963 Act. We may advert to paras 19 to 21 of the said decision, which read thus: (SCC p. 754)*
"19. Articles 58 and 113 of the Limitation Act read thus:

	Description of suit	*Period of limitation*	*Time from which period begins to run*
***			
58.	*To obtain any other declaration.*	*Three years*	*When the right to sue first accrues.*
***			
113.	*Any suit for which no period of limitation is provided elsewhere in this Schedule.*	*Three years*	*When the right to sue accrues.*

20. It was not a case where the respondents prayed for a *declaration of their rights. The declaration sought for by them as regards unreasonableness in the levy of freight was granted by the Tribunal.*

21. A distinction furthermore, which is required to be noticed is that whereas in terms of Article 58 the period of three years is to be counted from the date when "the right to sue first accrues", in terms of Article 113 thereof, the period of limitation would be counted from the date "when the right to sue accrues". The distinction between Article 58 and Article 113 is, thus, apparent inasmuch as the right to sue may accrue to a suitor in a given case at different points of time and, thus, whereas in terms of Article 58 the period of limitation would be reckoned from the date on which the cause of action arose first, in the latter the period of limitation would be differently computed depending upon the last day when the cause of action therefor arose."

(emphasis supplied)

***20.** Similarly, in Khatri Hotels (P) Ltd. v. Union of India [Khatri Hotels (P) Ltd. v. Union of India, (2011) 9 SCC 126 : (2011) 4 SCC (Civ) 484] , this Court considered the expression used in Article 58 in contradistinction to Article 120 of the old Limitation Act (the Limitation Act, 1908). In para 24, the Court noted thus: (SCC p. 138)*

"24. The Limitation Act, 1963 (for short "the 1963 Act") prescribes time-limit for all conceivable suits, appeals, etc. Section 2(j) of that Act defines the expression "period of limitation" to mean the period of limitation prescribed in the Schedule for suit, appeal or application. Section 3 lays down that every suit instituted, appeal preferred or application

made after the prescribed period shall, subject to the provisions of Sections 4 to 24, be dismissed even though limitation may not have been set up as a defence. If a suit is not covered by any specific article, then it would fall within the residuary article. In other words, the residuary article is applicable to every kind of suit not otherwise provided for in the Schedule."(emphasis supplied)

***21.** The distinction between the two Articles (Article 58 and Article 120) has been expounded in paras 27 to 30 of the decision, which read thus : [Khatri Hotels (P) Ltd. case [Khatri Hotels (P) Ltd. v. Union of India, (2011) 9 SCC 126 : (2011) 4 SCC (Civ) 484] , SCC p. 139]*

"27. The differences which are discernible from the language of the above reproduced two articles are:

(i) The period of limitation prescribed under Article 120 of the 1908 Act was six years whereas the period of limitation prescribed under the 1963 Act is three years and,

(ii) Under Article 120 of the 1908 Act, the period of limitation commenced when the right to sue accrues. As against this, the period prescribed under Article 58 begins to run when the right to sue first accrues.

28. Article 120 of the 1908 Act was interpreted by the Judicial Committee in Bolo v. Koklan [Bolo v. Koklan, 1930 SCC OnLine PC 62 : (1929-30) 57 IA 325 : AIR 1930 PC

270] and it was held: (SCC OnLine PC: IA p. 331)

'There can be no "right to sue" until there is an accrual of the right asserted in the suit and its infringement, or at least a clear and unequivocal threat to infringe that right, by the defendant against whom the suit is instituted.'

The same view was reiterated in Annamalai Chettiar v. A.M.K.C.T. Muthukaruppan Chettiar [Annamalai Chettiar v. A.M.K.C.T. Muthukaruppan Chettiar, 1930 SCC OnLine PC 75 : (1930-31) 58 IA 1 : ILR (1930) 8 Rang 645] and Gobinda Narayan Singh v. Sham Lal Singh [Gobinda Narayan Singh v. Sham Lal Singh, 1931 SCC OnLine PC 6 : (1930-31) 58 IA 125] .

29. In Rukhmabai v. Lala Laxminarayan [Rukhmabai v. Lala Laxminarayan, AIR 1960 SC 335] , the three-Judge Bench noticed the earlier judgments and summed up the legal position in the following words: (Rukhmabai case [Rukhmabai v. Lala Laxminarayan, AIR 1960 SC 335] , AIR p. 349, para 33)

'33. ... The right to sue under Article 120 of the [1908 Act] accrues when the defendant has clearly or unequivocally threatened to infringe the right asserted by the plaintiff in the suit. Every threat by a party to such a right, however ineffective and innocuous it may be, cannot be considered to be a clear and unequivocal threat so as to compel him to file

a suit. Whether a particular threat gives rise to a compulsory cause of action depends upon the question whether that threat effectively invades or jeopardises the said right.'

30. While enacting Article 58 of the 1963 Act, the legislature has designedly made a departure from the language of Article 120 of the 1908 Act. The word "first" has been used between the words "sue" and "accrued". This would mean that if a suit is based on multiple causes of action, the period of limitation will begin to run from the date when the right to sue first accrues. To put it differently, successive violation of the right will not give rise to fresh cause and the suit will be liable to be dismissed if it is beyond the period of limitation counted from the day when the right to sue first accrued."

(emphasis supplied)

Notably, the expression used in Article 113 is similar to that in Article 120, namely, "when the right to sue accrues". Hence, the principle underlying this dictum must apply proprio vigore to Article 113.

***22.** It is well-established position that the cause of action for filing a suit would consist of bundle of facts. Further, the factum of the suit being barred by limitation, ordinarily, would be a mixed question of fact and law. Even for that reason, invoking Order 7 Rule 11 CPC is ruled out. In the* *present case, the assertion in the plaint is that the appellant verily believed that its claim was being processed by the regional office and the regional office would be taking appropriate decision at the earliest. That belief was shaken after receipt of letter from the Senior Manager of the Bank, dated 8-5-2002 followed by another letter dated 19-9-2002 to the effect that the action taken by the Bank was in accordance with the rules and the appellant need not correspond with the Bank in that regard any further. This firm response from the respondent Bank could trigger the right of the appellant to sue the respondent Bank. Moreover, the fact that the appellant had eventually sent a legal notice on 28-11-2003 and again on 7-1-2005 and then filed the suit on 23-2-2005, is also invoked as giving rise to cause of action. Whether this plea taken by the appellant is genuine and legitimate, would be a mixed question of fact and law, depending on the response of the respondents.*

***23.** Reverting to the argument that exchange of letters or correspondence between the parties cannot be the basis to extend the period of limitation, in our opinion, for the view taken by us hitherto, the same need not be dilated further. Inasmuch as, having noticed from the averments in the plaint that the right to sue accrued to the appellant on receiving* *letter from the Senior Manager, dated 8-5-2002, and in the particular letter dated 19-9-2002, and again on firm refusal by the respondents vide advocate's letter dated 23-12-2003 in response to the legal notice sent by the appellant on 28-11-2003; and once again on the follow-up legal notice on 7-1-2005, the plaint filed in February 2005 would be well within limitation. Considering the former events of firm response by the respondents on 8-5-2002 and in particular, 19-9-2002, the correspondence ensued thereafter, including the two legal notices sent by the appellant, even if disregarded, the plaint/suit filed on 23-2-2005 would be within limitation in terms of Article 113."*

28. In the present case, the suit has been filed on 30.01.2013, within three years when the last of the cause of action arose that is to say on 01.02.2011. Therefore, the suit is well within limitation and hence the same is maintainable.

29. Another contention put forth by the learned counsel for the defendant is that the plaintiff has successfully challenged the termination order dated 01.02.2011 before the Appellate Authority and therefore, for

the same cause of action the suit is not maintainable. Again, this court is not in consonance with such contention for the simple reason that the termination is not the only cause of action for the suit but is the last of the causes of action. Further, the relief claimed here is damages for mental agony for the victimization and humiliation that commenced from 2007 onwards culminating in the termination. Whereas, the appeal is against the termination under Section 41 of the Tamil Nadu Shops and Establishment Act. The appellate authority under the Shops and Establishment Act is empowered to deal only with the correctness of the termination and not with regard to the cases covered under the tort law. It is only the Civil Court which is empowered to decide the issue of entitlement of damages. Therefore, this court is of the view that the suit is maintainable.

30.In view of the above findings, the first issue, on this aspect is decided in favour of the plaintiff.

<u>31. Issue Nos 2 and 3.</u>

The issues 2 and 3 are interconnected and hence, both the issues are taken up together for consideration.

32. It is the contention of the learned counsel for the plaintiff that the plaintiff that after the two issues of ethics concern were raised by him in 2007, of which the second one was found to be true and the result of the first concern was never communicated to the plaintiff, the plaintiff was denied service benefits in the form of promotion to Grade 'T' based on his performance, Bonus for the year 2007 payable in 2008 and increments. That apart, the plaintiff was ripped of all important duties and was forced to go on "sabbatical leave" for six months, which was permitted under the service conditions of the defendant bank. Further, it has been contended upon rejoining the plaintiff was supposed to have been offered the same position but was denied the same and was offered only inferior post occupied by him earlier in his service and was also being forced to work from humiliating places and was finally terminated as surplus employee and for not accepting the inferior placement offers made to him.

33. On the other hand, the learned counsel for the defendant has not adverted to any submission on the issues as he questioned only the

maintainability of the suit. However, in the written statement and through evidence, the defendant has denied and contested claim of ill treatment and inhuman treatment of the plaintiff and stated that the termination or non granting of the promotion is not retaliatory but only based on performance.

34. Upon consideration of the pleadings and evidence on either sides, the events relevant for the purpose of deciding the issues 2 and 3 can be categorized into two namely (a) post the ethical complaints raised by the plaintiff until his sabbatical leave and (b) post rejoining until and on the eventual day of termination. The plaintiff has claimed that as a retaliatory measure, he has been victimized after the fact that it was revealed to the Indian management about the ethical concerns raised by him. Before dwelling into the allegations of vicitimization, it is necessary to discuss about the ethical complaints. The first complaint is regarding the inhuman work conditions of security guards and the second complaint is against the procedure of obtaining the signature of notary in the blank forms for opening of Investment Accounts and in share transfer transactions. According to the defendants, the first concern was found not to be true and

the second concern was found to be true and remedial measures were taken. According to the plaintiff, he was not examined during the investigation of the first complaint and the report was neither furnished to him nor to this Court and therefore, the issue has been closed without proper investigation and the same state of affairs continue. The defendant has contended in the written statement that the investigation report cannot be divulged as it is a confidential matter. It would be appropriate to mention here that during the cross examination, though the DW1 has stated that the statement of the plaintiff was recorded regarding the first ethics concern during the enquiry of the second ethical concern raised by the plaintiff, no documentary evidence has been produced by the defendant regarding the contention. It is also pertinent to mention here that the defendants have not even stated as to when the enquiry commenced and when the enquiry was concluded and when the report was forwarded. The DW1 in his cross-examination has not only admitted that the security agency which was engaged was subsequently changed after investigation but also the fact that he is not even aware of the particulars of the person who had conducted the enquiry on the first issue. Therefore, this court comes to an irresistible conclusion that the defendants have not disclosed the materials facts which are exclusively within their domain.

35. With regard to the second ethics complaint, it is an admitted fact that the investigation revealed that the concern was true and the procedure adopted was not in accordance with law and business ethics to be followed by the defendants. Though the plaintiff has produced exhibits P8, P30 and P31, the defendants have admitted in the written statement and during cross-examination that the concern raised is true and remedial measures were taken. At this juncture, it would be relevant to refer to exhibit D1, which is the E-mail communication between plaintiff and Takahisa, wendy. In the said E-mail, the plaintiff has claimed that it has been revealed by the ethics committee to the Indian management that it was the plaintiff who had raised the ethics concern as a result of which he has been deprived of the promotion, given lower increment and rewards were also decreased despite better performance. The plaintiff also vented his grievance that instead of protecting the whistleblower, he was being victimized and retaliatory actions were taken. In the written statement, the defendant has categorically acknowledged the fact the name of the plaintiff

was revealed but claimed that there was no victimization.

36. From the above facts, it is clear that the ethics committee of defendant bank has failed to protect the details of the whistleblower, which they were bound to. That apart, it is also clear that the plaintiff was not awarded the promotion and the normal increments. It has been contended by the defendants that the above factors depend on the performance. It would appropriate to mention here that the performance appraisal is made by persons superior to the plaintiff, who have been exposed by the plaintiff in his ethics concern. That apart, exhibit P11 Series contains documents which reveal the periodical appreciation and pay increase received by the plaintiff from 1994 to May 2007. The annual special allowance granted in May 2007 was to take effect from July 2007. The ethics concerns were given in March and April 2007. From Exhibit P12, it is evident that the plaintiff was not granted any increase in any of the elements in the annual compensation fixed with effect from 01.04.2008. At this juncture, it is relevant to refer to Exhibit P8, a communication by E-mail by Mr.Ian Gore, Human Resources Head, Citi India, Sri Lanka and

Bangadesh. In the said communication, he has stated that the there is no evidence that the plaintiffs's name was shared in reference to the article shared by the plaintiff on 25th April 2007. Further, it is claimed in the decisions on promotion for U level and below were made during March 2007 and since the date of article that was forwarded to the ethics hotline was on 25.04.2007, there could not be any link. The contents in the communication are unacceptable for the following reasons (a) that the ethics concerns were raised between 24.3.2007 to 7.4.2007, (b) that by letters dated January 2007 and 17th January 2007 (Part of exhibit P11 series), the plaintiff was appreciated for his service and the plaintiff was awarded a annual special allowance was given in May 2007 with effect from July 2007. If the performance of the plaintiff was excellent enough to be granted an increment, then the plaintiff ought to have been considered for promotion before the end of March 2007. It is also the claim of the plaintiff that post his concerns, his responsibilities were taken away. In so far the exposure to Indian management is concerned, the E-mail sent by the plaintiff would obviously carry his name and mail id and therefore when it forwarded, it goes without saying that his particulars would be there. The DW1 in his cross examination, on 21.11.2019 has clearly admitted that the concern raised by the plaintiff was forwarded to the investigators in India. This Court wonders when a person has repeatedly received appreciation and increase in pay and promotion until Grade "S", just after his rightful exposure of a violation, can his performance wane away, definitely not. Therefore, this Court only feels that there is a nexus between the exposure by the plaintiff as the whistle blower and the appraisal. This is fortified by the subsequent events post sabbatical leave. After the sabbatical leave, the petitioner, who was occupying the post of Manager (Grade-S), reported for duty promptly on 01.11.2008. Though he was supposed to have been offered the same post or atleast similar post, he was not even offered any responsible work for nearly twenty two months and the said fact is not disputed.

37. In fact, on a complaint by the plaintiff regarding failure to furnish any responsible work, post the sabbatical period, an enquiry was conducted and by unsigned summary of Investigation and findings dated August 2010 (Exhibit P20) was furnished, where, in Point No.2 of the summary of findings, it is observed that "the report states that Citi

Management has created" a serious deficiency in not giving the plaintiff Ramesh any work post sabbatical, His line managers have abdicated their responsibilities and passed on the problem to Human Resources without any solution from either department, which fortifies the stand of the plaintiff that he was not granted any work from 01.11.2008 to August 2010. It is needless to state that when a person has not been awarded any work, it is impossible to assess his performance. When the defendants have failed to afford any work and follow the procedure applicable for persons returning from “sabbatical leave”, they cannot put the blame on the plaintiff and claim that his performance was not below par. This Court is of the view that even if someone had been posted in the place of the plaintiff, upon his return he must have been entrusted with the same position. The defendants cannot take advantage of their own mistake.

38. The defendants in their written statement and evidence contended that the plaintiff failed to avail the job offered to him. On the contrary, the plaintiff has contended that the job offered to him were the posts much below the grade of the post of manager, occupied by him,

infact, they are the posts occupied by the plaintiff before 11 and 12 years. This Court finds it justifiable for the plaintiff to have denied those offers as the same would amount to demotion and as rightly contended by the learned counsel for the plaintiff, it was only an attempt of the defendants to frustrate the plaintiff to quit his job. In so far as the position of "Specialist Branch Banking Controls" at Alwarpet, the plaintiff after initially accepting the post, subsequently rejected the offer citing that the work place was not suitable to him as he was asked to sit under the stair case leading to basement with contract employees. The defendants to contradict his statement have produced certain photographs to disprove the plaintiff and to substantiate that many others were working from the same place. The said contention cannot be accepted by this Court for the reason that the plaintiff, who was supposed to have been offered the same post which he occupied prior to his leave immediately after rejoining must atleast have been offered similar post with similar role and environment within a reasonable time which the defendants failed. The plaintiff in several of his communications has written about the inhuman treatment meted out to him and the depression to which he has been put. As evident from the mail communications marked by the defendants as Exhibits D5, D9 to D11, D15(Series) and D22, the plaintiff had made it clear that he was filling to accept the post if he is permitted to work from club house branch and in fact, even expressed his willingness to leave Chennai if he is placed in Grade 'T'. Though the plaintiff was granted a laptop, his request for change in location was not accepted. In the e-mail marked as Exhibit D22, the plaintiff had even referred to the advice of the doctor and the necessity for him to do routine exercise to improve his health as well as to better manage the immense stress and bout of depression undergone by him. The very fact that a person who was in occupation of a higher post is offered a lower post would itself amount to humiliation.

39. In so far as the termination is concerned, documents marked by the defendants would show that the plaintiff was offered to accept the post of "Specialist Branch Banking Controls" at Alwarpet branch under the threat of termination on being treated as "surplus and redundant". This Court is unable to comprehend as to how the service of a person can be treated as surplus and redundant, just because he has requested to be posted elsewhere. It is pertinent to mention here that the post of "Specialist

Branch Banking Controls" is only an alternative offered to be plaintiff and not the original post occupied by him. That apart, in many communications marked as Exhibits, it is evident that the defendant has been satisfied with the past performance of the plaintiff. Thus being the situation, the termination according this court is nothing but is as a result of the ethical concerns and the resistance shown by the plaintiff to the treatment meted out to him. Therefore, this Court comes to an irresistible conclusion that the defendants have victimized the plaintiff subsequent to the ethical concerns raised by him denying his meaningful and similar employment and other service emoluments to which he was due. The issues are thus held in favour of the plaintiff.

40. Issue No 4.

Since, the issues 1 to 3 have been held in favour of the plaintiff, it leads to an irresistible conclusion that the plaintiff is entitled to be compensated by way of damages. The learned counsel for the defendants has resisted the claim on the ground that the plaintiff has failed to prove that he has suffered mental agony. The contention is far fletched in the facts of the case. In the present case, it is proved beyond doubt that the defendants have not only victimized the plaintiff by denying him promotion, increaments and bonus after his ethical concerns but also denied work to the petitioner after he had rejoined post the sabbatical leave. Denial of work which is a violation of a human right, by itself would constitute severe mental pain and agony. Mental agony denotes the state of mind by which one undergoes severe emotional suffering, stress and pain, which according to this Court cannot be quantified and would have to be decided based on the facts of each case. In the present case, though plaintiff has claimed a sum of Rs 2,00,00,000/- towards damages, this Court is of the opinion that such an amount is exorbitant and cannot be awarded. The question is then what can be awarded? The last drawn overall annual compensation of the plaintiff works out to Rs.12,57,115/- as per exhibit P12, while he went on the sabbatical leave. The plaintiff was not offered any job for nearly 22 months. Therefore, this court is of the opinion that it would be justified to award a sum of Rs 20,00,000/- to the plaintiff towards compensatory damages, which accordingly is awarded.

41 In the result, the suit is partially decreed with costs.

30.05.2024

Index:Yes/No
Web:Yes/No
Speaking/Non Speaking

uma/lbm

1. List of Witnesses examined on the side of the Plaintiff:-

   1. PW.1 – K.Ramesh
   2. PW.2 - L.Ratinam

1. List of Exhibits marked on the side of the Plaintiff:-

   1. Ex.P1 is the appointment letter issued to the Plaintiff by the Dependent Bank dated 25.10.1993.

   2. Ex.P2 is the order of promotion issued by the Defendant Bank to the Plaintiff dated 01.10.1996

   3. Ex.P3 is the internal mail appointing the plaintiff as the Business Unit complaint officer of the India Marketing Department of the Defendant Bank. Dated 09.03.2005.

   4. Ex.P4 is the copy of the compliance and ethics policy book let issued by the Bank.

   5. Ex.P5 is the E-mail sent by the Plaintiff to the Ethics Committee. Dated 24.03.2007.

   6. Ex.P6 is the E-mail sent by the Plaintiff to Ethics Committee raising first Ethical concern.

7. Ex.P7 is the E-mail sent by the plaintiff suggesting 12 suggestions sent to the CEO of the Defendant Bank.

8. Ex.P8 is the Original Pre-Notarised Form used by the Bank its Banking Operation.

9. Ex.P9 is the E-mail sent by the Plaintiff to Ethics Committee raising second Ethical concern.

10. Ex.P10 is the E-mail sent by the Managing Director of compliance Department of the Ethics office, assigning reference numbers, to the two ethical concerns raised by the Plaintiff.

11. Ex.P11 is the Appreciation and incremental letter issued by the Defendant Bank to the Plaintiff Dated 08.04.2003.

12. Ex.P12 is the copy of the letter issued by the Defendant Bank dated 15.04.2008.

13. Ex.P13 is the copy of E-mail sent by Ian Gore, Human Resources Head City India, Sri Lanka & Bangaladesh

14. Ex.P14 is the E-mail sent by the Plaintiff to the Second Defendant.

15. Ex.P15 is the E-mail sent by the Plaintiff to the 2nd defendant, enclosing internal Bio-Data of the Plaintiff.

16. Ex.P16 is the E-mail sent by the Plaintiff to the Manager (HR), Mumbai.

17. ExP17 is the copy of the E-mail sent by the Plaintiff to Ms.Cynthia Armine, of the Defendant Bank

18. Ex.P18 is the copy of the E-mail sent by the Plaintiff on 01.07.2010 to Mr.Stephen Cronin copying Mr.Robert Dorr of the Defendant Bank and the reply from Stephen Cronin on 01.07.2010.

19.Ex.P19 is the copy of the e-mail dated 10.08.2010 sent by the plaintiff to Mr.Robert Dorre and reply e-mail dated 10.08.2010 and email dated 12.08.2010 sent by the plaintiff to Mr. Robert Dorr of the Defendant Bank.

20.Ex.P20 is the summary of the investigation given by Mr.Dorr to the Plaintiff.

21.Ex.P21 is the reply e-mail sent by the plaintiff to Mr.Dorr regarding undated summary of investigation dated 27.08.2010

22.Ex.P22 is the e-mail sent to Mr.Stephen Cronin dated 24.01.2011

23.Ex.P23 is the email sent to Mr. Robert Dorr copying Ms.Cynthia Armine in the Defendant Bank in the US dated 28.01.2011

24.Ex.P24 is the India Employee Separation Letter sent by the Second defendant through post. Dated 01.02.2011

25. Ex.P25 the appeal filed by the Plaintiff U/s.41 of TNS&E Act,

26.Ex.P26 is the counter statement filed on behalf of the Defendant Bank in the Appeal.

27. Ex.P27 is the Email sent by Dr.Subramanian Swamy to the Chief Executive Officer of the Defendant Bank dated 31.12.2010

28.Ex.P28 is the E-mail reply to Mr.Subramanian Swamy from Mr.Stephen Cronin of the Defendant Bank.

29.Ex.P29 is the code of Conduct Policy of Citibank.

30.Ex.P30 is the Pre-Notarised Investment Services Account Opening Form of Citybank Chennai Branch.

31.Ex.P31 is the Pre-Notarised Share Transfer Application Form of Citybank Coimbatore Branch.

2. List of Exhibits marked on the side of the Defendants:-

1. Ex.D1 is the e-mail dated 07.07.2008

2. Ex.D2 is E-mail from Dorr, Robert A to the Plaintiff along with an E-mail attachment dated 16.08.2010.

3. Ex.D3 is the Email dated 06.09.2010.

4. Ex.D4 is the E-mail from plaintiff to Cronin, Stephen dated 07.09.2010.

5. Ex.D5 is the E-mail from Plaintiff to Cronin, Stephen dated 08.09.2010.

6. Ex.D6 is the E-mail from Plaintiff to Cronin, Stephen dated 09.09.2010.

7. Ex.D7 is the E-mail from Plaintiff to Cronin, Stephen dated 21.09.2010.

8. Ex.D8 is the Letter from Plaintiff to Cronin, Stephen dated 26.11.2010.

9. Ex.D9 to Ex.D11 are the E-mails dated 26.11.2010 to 29.11.2010.

10.Ex.D12 is the affidavit of the petitioner.

11.Ex.D13 is the E-mail dated 20.12.2010.

12.Ex.D14 is the E-mail dated 20.09.2010.
13.Ex.D15 is the Email Series

14.Ex.D16 is the Email dated 24.11.2010.

15.Ex.D17 is the E-mail dated 20.12.2010.

16.Ex.D18 is the letter dated 22.12.2010

17.Ex.D19 is the Emails dated 19.01.2010 to 21.01.2010.

18.Ex.D20 is the letter dated 01.02.2011.

19.Ex.D21 is the E-mail dated 01.02.2011

20.Ex.D22 is the E-mail dated 22.10.2010

21.Ex.D23 is the E-mail dated 12.03.2008 from the plaintiff to Mr. Vijay Ramachandran and N.K. Ram Prasad.

22.Ex.D24 is the E-mail dated 12.03.2008 from Mr. Vijay Ramachandran to the Plaintiff.

23.Ex.D25 is the Photograph of the Alwarpet Branch-Front Elevation of the Branch Building.

24.Ex.D26 is the Photograph of the Alwarpet Branch Ground Floor-Customer Lobby.

25.Ex.D27 is the Photograph of the Alwarpet Branch -Basement Floor.

26.Ex.D28 is the Photograph of the Alwarpet Branch-Basement Floor.

27.Ex.D29 is the Email Series between the plaintiff and Mr.Shivi Rastogi dated 22.10.2010 and 04.11.2010.

28. Ex.D30 is the letter of Termination of Employment.

29.Ex.D31 is the petition for Stay.

30.Ex.D32 is the order copy dated 26.10.2017 in WMP No.21769 of 2017 in WP No.20893 of 2017.

31.Ex.D33 is the copy of Charge Sheet issued to Mr.Ram Prasad.

32.Ex.D34 is the copy of the order passed by the Authority under the Shop Act in the Appeal by Mr. Ram Prasad.

33.Ex.D35 is the copy of the Power of Attorney.

30.05.2024

A.A.NAKKIRAN, J.

Uma/lbm

Pre-Delivery Judgement in
C.S.No.81 of 2013

30.05.2024.