



* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% Date of decision: January 18, 2024

+ W.P.(C) 705/2024 & CM APPL. 3128/2024

(49) YOGENDRA YADAV Petitioner
Through: Mr. Ankur Chhibber, Adv.

versus

UNION OF INDIA AND ORS Respondents
Through: Ms. Sarika Singh, Sr. SC with
Mr. Rishav Dubey, GP with
Sanjay Kr., Insp. CISF (Law Officer)

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

HON'BLE MR. JUSTICE SAURABH BANERJEE

V. KAMESWAR RAO, J. (ORAL)

CM APPL. 3128/2024

Exemption allowed subject to all just exceptions.

Application stands disposed of.

W.P.(C) 705/2024

1. The present petition has been filed by the petitioner with the following prayers:

“i. Writ of certiorari for quashing of order dated 20.06.2022 whereby the petitioner was removed from service, order dated 12.09.2022 whereby petitioner's appeal dated 05.07.2022 against the order dated 20.06.2022 was mechanically rejected and order dated 30.05.2023 whereby petitioner's revision petition dated 18.11.2022 was rejected;

and

ii. Writ of Mandamus directing the respondents to reinstate the petitioner back into service with all consequential benefits; and



iii. Pass any such orders as the Hon'ble Court may deem fit in the light of above mentioned facts and circumstances of the case."

2. The facts which can be noted from the record are, it is the case of the petitioner that in the year 2009, the petitioner was recruited in Central Industrial Security Force ('CISF', for short) as Ct/GD. While in service, he applied for Limited Departmental Competitive Examination ('LDCE', for short), for promotion to the post of Assistant Sub-Inspector and cleared the same.
3. In April, 2018, the petitioner was posted to CISF Unit, Bagdogra-Airport. Being, a married personnel, he sought permission to live outside the Unit premises and was granted the same. He was also granted HRA Allowances towards the same and as such he started living outside the Unit campus along with his wife.
4. While the petitioner was posted in Bagdogra, he was assigned duty in the Control Room to the Airport. Owing to duties assigned to him, he had to interact with other employees of different organizations. One such employee of another organization was "Complainant" (name withheld), who, at that time, was working as Supervisor in Arun Aviation and was assigned duty in "May I Help You" Help Desk, at the Airport.
5. In the year 2021, the petitioner came in contact with complainant and developed a cordial and friendly relation with her as both of them used to share a common work place. It is stated that as a natural course, the friendship between the petitioner and the complainant gradually developed and as friends, they started interacting with each other regularly. The two would often assist/help each other at times of need. It is also stated that in



need of money, complainant, also used to turn to the petitioner for assistance, etc.

6. It is stated that eventually, complainant developed feelings for the petitioner, despite knowing that the petitioner was married and lives with his wife in a rented apartment. It is also stated that complainant also tried to coax the petitioner to leave his wife and marry her instead. However, the petitioner being an upright person and of honest disposition, clearly refused to accede to her demands.

7. It is stated that observing that the petitioner would not accede to her demands, the complainant started blackmailing the petitioner with the allegations that the petitioner is having illicit relations with her despite being a married man, which would amount to misconduct for a personnel of a uniform force.

8. The petitioner having not committed any misconduct went straight ahead and complained about this incident to his senior viz., Deputy Commandant, Navdeep Singh. To the utter shock of the petitioner, Navdeep Singh instead of helping the petitioner, sided with complainant, when he saw an opportunity that money could be extorted from the petitioner on account of raising fear of leveling allegations of having illicit and sexual relations with another woman despite being married.

9. It is stated that Navdeep Singh acting as the well wisher of the petitioner convinced him that it would be better that the petitioner settle the matter by conceding to the demands of complainant by paying her the demanded sum of money. It is the case of the petitioner that Navdeep Singh was in fact used to negotiate with complainant in terms of having half of the sum of money that would be given to her by the petitioner.



10. It is further stated that as the petitioner's senior viz., Navdeep Singh had taken side with complainant and also since the allegations threatened to be made against the petitioner were enough to jeopardize the petitioner's service in the respondents' Force, the petitioner was forced to concede to the demands of complainant and as such, the parties reached at a figure of ₹5,00,000/- to settle their differences. However, the petitioner asked complainant, to pay the said money in a Police Station as a valid proof of settlement. However, he was convinced by Navdeep Singh to not make such a demand as the same would bring bad name to the respondents' force. Resultantly, the petitioner paid the amount of ₹5,00,000/- in cash, to complainant in the outskirts of Bagdogra, on July 03, 2021.

11. Thereafter, on August 04, 2021, complainant filed a complaint against the petitioner i.e., after one month of taking the money, wherein, allegations were made against the petitioner to the effect that he had coaxed her into an illicit relationship as he did not inform her that he was already married and as a result of this illicit relationship, complainant got pregnant and upon learning this, the petitioner forcefully aborted her pregnancy by giving her pills. Furthermore, in her complaint, she also levelled allegations against Navdeep Singh to the effect that when she reported the alleged act of the petitioner to Navdeep Singh, the latter started pressurizing her to extort money from the petitioner and moreover, it was alleged that when she had pleaded for confidentiality, Navdeep Singh asked her for sexual favours.

12. It is stated that based on the aforesaid complaint made by complainant, a preliminary enquiry was conducted against the petitioner and pursuant to which, the Memorandum of Charges, dated November 13, 2021, was issued against the petitioner.



13. It is further stated, that aggrieved by the issuance of Charge Memorandum, the petitioner sought a copy of the preliminary enquiry vide his application dated, November 30, 2021. However, on December 03, 2021, it was informed by the Disciplinary Authority to the petitioner that a copy of preliminary enquiry could not be furnished due to non availability of documents. Thereafter, the petitioner had repeatedly made multiple applications including, application dated December 07, 2021, seeking a copy of the preliminary enquiry. However, the respondents only replied once vide letter dated December 15, 2021, again submitting that a copy of preliminary enquiry could not be furnished due to non listing of documents. It is stated that after persistent requests made by the petitioner, the respondents appointed an Enquiry Officer and a Presenting Officer without even obtaining the petitioner's reply.

14. It is further stated that the enquiry was conducted on January 25, 2022, wherein, the petitioner had denied all the charges framed against him and resultantly, the Enquiry Officer proceeded to examine the prosecution witnesses and the documents as stated in the Charge Memorandum.

15. On April 23, 2022, i.e., subsequent to the examination of the said witnesses and the cross examination thereof, the Presenting Officer submitted the report and the charges against the petitioner were held to be proved.

16. According to him, he had raised multiple contentions in his defense against the report submitted by Presenting Officer, however, the same were overlooked by the Enquiry Officer in his report dated May 13, 2022, wherein, the charges were held to be proved against the petitioner. Being aggrieved by the conclusion arrived at by the Enquiry Officer, the petitioner



furnished his reply on June 06, 2022. However, his contentions, as put forth, in the reply were not addressed and as such the Disciplinary Authority proceeded to pass a final order dated June 22, 2022, wherein, both the charges framed against the petitioner were held to be proved and the petitioner was imposed with the punishment of “*removal*” from service.

17. Aggrieved by the impugned order dated June 22, 2022, the petitioner filed the Statutory Appeal dated July 05, 2022, under Rule 46 of the Central Industrial Security Force Rules, 2001 (‘the Rules’, for short) before the Appellate Authority i.e., DIGI Airport, (E&NE) Regional HQ, Kolkata.

18. It is the submission of Mr. Ankur Chhibber, learned counsel appearing on behalf of the petitioner that the said appeal has been rejected in a mechanical manner and as such the petitioner had to file the Revision Petition dated November 18, 2022, before IG, CISF, APS HQ, New Delhi. However, the Revision Petition has also been rejected in a mechanical manner.

19. It is the submission of Mr. Chhibber that the impugned orders dated September 26, 2022, September 12, 2022 and May 30, 2023 of the authorities are totally perverse and illegal as the authorities have not considered the evidence which has come on record which clearly proves that the charges as framed against the petitioner have not been substantiated during the enquiry. He also submits that petitioner is a married man and sought permission and was permitted to live outside the Unit campus with his wife and was granted HRA and has such he had to interact with lot of people owing to his job description. He met the complainant who also worked in the Airport at the Help Desk. Friendly relations between the petitioner and complainant turned sour on her knowing that the petitioner is



a married man. The petitioner being an outright person could not be forced into the relationship and as such complainant started to blackmail the petitioner with allegation of having illicit relationship. Unfortunately, the Enquiry Officer had not seen through the intent of complainant to make a complaint against the petitioner. Mr. Chhibber also submitted complainant did not meet the petitioner after taking the money. He was however concerned by DC Navdeep Singh who repeatedly demanded that she give half of the money received by her from the petitioner and it is in this background, complainant felt threatened that DC Navdeep Singh may use his influence to implicate her in some allegations pertaining to extortion and threatening the force personnel with false acquisition of illicit relationship and as such to suit her convenience filed a complaint to the higher authorities thereby implicating the petitioner and DC Navdeep Singh. Mr. Chhibber states, in the aforesaid background, the petitioner had denied the charges framed against him. He submits that even the enquiry which has been conducted by the respondents is in total violation of the principle of natural justice. Despite the petitioner asking for HC Navdeep Singh and the landlord of the complainant, the SI had not produced them in the enquiry. If they have been produced, the factum of complainant blackmailing the petitioner would have been established. We are not impressed by this submission of Mr. Chhibber for the simple reason that there is enough evidence which has come on record to prove the charges framed against the petitioner. The charges which have been framed against petitioner are the following:

“ARTICLE OF CHARGE-I



That, CISF No.095240057 ASI/Exe Yogendra Yadav(U/S) of CISF Unit ASG Bagdogra is married with Pooja Yadav as per marriage declaration submitted by him on 04-10-2014. He was sanctioned House Rent Allowance (HRA) wef. 15-05-2018 vide DC CISF Unit ASG Bagdogra Office order No.PR-42099/CISF/BDAP/QM/HRA/2018/1743 dated 21-05-2018. During the period Jan-June 2021, he made close intimate illicit relationship with (complainant), an employee of M/S Aroon Aviation PVT LTD who was working, as a supervisor in "May I help your Desk" at Bagdogra Airport. Despite being a married personnel, he had frequently visited and stayed along with the above civilian lady in her single room rented accommodation. Further, during his leave, he stayed with (complainant) in a private lodge from 18-05-2021 to 22-05-2021. Further, he also paid for her post-abortion treatment from his credit Card on 17.06.2021 to HI SCAN IMAGING & LABS DARJEELING IN (Rs.2720/-) and AROGYA NIKETAN NURSING SILIGURI (RS.400/-). The above acts on the part of CISF No. 095240057 ASI/Exe Yogendra Yadav of ASG Bagdogra tantamount to gross indiscipline, misconduct, moral turpitude hereby tarnishing the image of CISF and highly unbecoming of a member of CAPF like CISF. Hence the charge.

ARTICLE OF CHARGE-II

That, CISF NO.095240057 ASI/Exe Yogendra Yadav (U/S) of CISF Unit ASG Bagdogra has made a monetary transaction by paying of Rs. 5,00,000/- (Rupees five lacks only) in cash to (complainant) who was working as a supervisor in "May I help your Desk" in M/S Aroon Aviation PVT LTD at Bagdogra Airport without intimation to the department. Thereby, No.095240057 ASI/Exe Yogendra Yadav contravened the provision of Rule 18(3) of CCS (Conduct) Rule, 1964. The above acts on the part of CISF No.095240057 ASI/Exe Yogendra Yadav of ASG Bagdogra tantamount to his gross indiscipline and violation of CCS Conduct Rule. Hence the charge."



20. The Enquiry Officer on both the charges has in his findings referred to (i) undisputed facts (ii) disputed facts and made discussion on disputed facts and also on the question of illicit relationship.
21. The Enquiry Officer has drawn the following conclusion on Charge-I and Charge-II:

“CONCLUSION:

After analyzing all the relevant statements, evidences and records during the enquiry, it is concluded that ASI/Exe Yogendra Yadav made close intimate illicit relationship with (complainant). Despite being married, he visited the rented accommodation of (complainant). ASI/Exe Yogendra Yadav was sanctioned 14 days Casual leave (CL) with eligible permissions from 17/05/2021 to 05/06/2021 on the ground of his wife admission in Hospital. He was supposed to move to his leave address whereas he stayed with (complainant) at the Oasis Hotel, Kadamtala during his leave from 18/05/2021 to 22/05/2021. Expenditure on Post abortion treatment of (complainant) was paid through ASI/Exe Yogendra Yadav's credit Card.

Hence, the Article of Charge-I leveled against CISF No. 095240057 ASI/Exe Yogendra Yadav of CISF Unit ASG Bagdogra vide charge memorandum No. V 15014/NSCBIA(K)/Disc/U/R-36/Maj-1 (YY)/2021/4920 dated 13.11.21.

That, CISF No.095240057 ASI/Exe Yogendra Yadav(U/S) of CISF Unit ASG Bagdogra is married with Pooja Yadav as per marriage declaration submitted by him on 04-10-2014. He was sanctioned House Rent Allowance (HRA) w.e.f. 15-05-2018 vide DC CISF Unit ASG Bagdogra Office order No.PR-42099/CISF/BDAP/QM/HRA/2018/1743 dated 21-05-2018. During the period Jan-June 2021, he made dose intimate illicit relationship with (complainant), an employee of M/S Aroon Aviation PVT LTD who was working as a supervisor in "May I help your Desk" at Bagdogra Airport. Despite being married personnel, he had frequently visited and stayed along with the above civilian lady in her single room rented accommodation. Further, during his leave, he stayed with (complainant) in a private lodge from 18-05-2021 to 22-05-2021. Further, he also paid for her post-abortion treatment from his credit Card on 17.06.2021 to HI SCAN IMAGING & LABS DARJEELING IN



(Rs. 2720/-) and AROGYA NIKETAN NURSING SILIGURI (Rs. 400/-). The above acts on the part of CISF No. 095240057 ASI/ Exe Yogendra Yadav of ASG Bagdogra tantamount to gross indiscipline, misconduct, moral turpitude hereby tarnishing the image of CISF and highly unbecoming of a member of CAPF like CISF."

STANDS PROVED.

That, CISF No- 095240057 ASI/Exe Yogendra Yadav of CISF Unit ASG Bagdogra made a monetary transaction by paying of Rs.5,00,000/- (Rupee Five Lacks) in cash to (complainant). And he had not intimated (in writing) about the transaction of money to the Department. CISF No-095240057 ASI/Exe Yogendra Yadav contravened the provision of Rule 18(3) of CCS (Conduct) Rule 1964. Hence, the Article of Charge-II leveled against CISF NO.095240057 ASI/Exe Yogendra Yadav of ASG Bagdogra vide charge memorandum No.V-15014/NSCBIA(K)/Disc/U/R-36/Maj-1(YY)/2021/4920 dated 13-11-2021:-

"That, CISF NO.095240057 ASI/Exe Yogendra Yadav (U/S) of CISF Unit ASG Bagdogra has made a monetary transaction by paying of Rs. 5,00,000/- (Rupees five lacks only) in cash to (complainant) who was working as a supervisor in "May I help your Desk" in M/S Aroon Aviation PVT LTD at Bagdogra Airport without intimation to the department. Thereby, NO.095240057 ASI/Exe Yogendra Yadav contravened the provision of Rule18(3) of CCS (Conduct) Rule, 1964. The above acts on the part of CISF NO.095240057 ASI/Exe Yogendra Yadav of ASG Bagdogra tantamount to his gross indiscipline and violation of CCS Conduct Rule" **STANDS PROVED.** "

22. The said findings have been accepted by the disciplinary authority who in paragraphs 10, 11 and 12 of its order has held as under:

"10. Keeping in view the above, the matter is completely clear that the accused force member is married and he was married to Pooja Y adav, as mentioned in his declaration dated 04.10.2014. The accused force member was sanctioned HRA from 15.05.2018, which implies that he was living with his family in the unit. From January to June of the year 2021, there was an intense illicit sexual relationship between the accused and (complainant) who



was posted as a supervisor in "May I Help You" of Arun Aviation Private Limited. Despite being married, the accused force members always used to come and stay in the rented house of a civilian woman. The accused force member stayed in the private lodge with (complainant) during leave from 18.05.2021 to 22.05.2021. The accused force member also bore the expenses incurred after the abortion of (complainant) and paid through his credit card. The accused force member's acceptance of giving Rs. 5 lakh to (complainant), in respect of which no information was given to the department, proves the violation of CCS Conduct Rule 18 (3) imposed on him. The accused force member is a member of a disciplined force and is married. Acts like the accused force member maintaining an intense immoral relationship with another woman despite being married tarnish the image of the force and such acts are not expected from a disciplined force member. Members recruited into the Force are expected to maintain good character throughout their service, but the accused force member did not do so and by continuing his unethical relations tried to create a wrong image of a reputed force like CISF among the common people. The second charge against the accused, which relates to a violation of Rule 18 (3) of the CCS Rules, 1964, is proved by the statement of the accused, in which he has admitted to giving Rs. 05 lakhs to (complainant) and (complainant) has also admitted to receiving Rs. 05 lakhs.

11. After a thorough study of the statements of the prosecution witnesses, court witnesses, the evidence available in the case file, the representation presented by the accused and the investigation report and related documents presented by the enquiry officer, I, the undersigned, have come to the conclusion that, the allegations leveled against the accused are of serious nature, which have been completely proved after the departmental investigation. It is very necessary to curb this type of tendency of the accused force member, so that other force members also take education and stay away from such acts. Therefore, in a view to thoroughly investigate the matter and deal with it substantively, I, the undersigned, using the powers conferred by Rule 32 (1) (read with Schedule 1) of the CISF Rules, 2001, as punishment shown in Rule 34 (ii), passed the punishment of **"REMOVAL FROM**



SERVICE against accused force number 095240057 Assistant Sub Inspector/Exe Yogendra Yadav, CISF Unit ASG Bagdogra.

12. The suspension period of force number 095240057 Assistant Sub Inspector/Exe Yogendra Yadav, CISF Unit ASG, Bagdogra, will be considered only as suspension from 08.10.2021 (Date of receipt of suspension order) till the date of passing of the final order and no amount will be payable to him other than the SUBSISTENCE ALLOWANCE received by him. The suspension period of Force No. 095240057 Assistant Sub Inspector/Exe Yogendra Yadav, CISF Unit ASG Bagdogra will be considered as DIES NON for all purposes.”

23. We are convinced that the conclusion of the Enquiry Officer is not a perverse finding. It is based on the testimony of complainant and the documents exhibited by her as noted by the Enquiry Officer. The same reveals following:

“

A. Statement of (complainant)

She is daughter of Gopal Dhital, Kalimpong. She worked at the Bagdogra Airport and met ASI/Exe Yogendra Yadav there during duty hours. They exchanged their mobile no. and had telephonic conversations. They fell in love with each other. ASI/Exe Yogendra Yadav used to come to her rented accommodation nearby Loknath Nagar in Bagdogra and they were in deep love. After that ASI/Exe Yogendra told her he was married. And on 17 may, she took the abortion medicine. They were staying together for 05 days in OYO lodge. And then he left her to her rent room and went to his wife as she had delivered a baby girl. Within this time he told the control room that he went home but he was with me in lodge. She was unwell and bleeding for a long period of time from 17.05.21 to 04.06.21. Then after this he took me once again to hospital for check up near Siliguri Hospital just to confirm that the abortion in cleared or not. DC/Exe Navdeep Singh, CASO ASG 8agdogra called her in his office 2 or 3 times. Even Yogendra Yadav's brother and his mama (uncle) came to her



to forgive him but she was denying, so then the matter of money started, his brother came to her with a deal to take the amount and leave his brother.

B. Documents/Exhibits produced by (complainant) during the course of enquiry:

Exhibit no. 1. to 04. (complainant) claims that these photos shows that ASI/Yogendra Yadav visited her rented accommodation.

Exhibit no 5 and 6. These are (complainant's) HDFC bank transaction slip. Exhibit no 06 shows that Rs 5 lakhs amount was deposited to her account.

Exhibit no 07 and 08. No. 07, Mutual Agreement stamp paper not signed by (complainant), but signed by ASI/Exe Yogendra Yadav. No 08 is also mutual agreement, handwritten by (complainant), signed by ASI/Exe Yogendra Yadav.

Exhibit no. 09, 10, and 11. This is text of the complaint made by (complainant) to the head office of CISF.

Exhibit no 09. In the complaint, (complainant) claims that ASI/Exe Yogendra Yadav promised her that he would be with her forever and they kept sexual relations and were together for 6 months. Later she learned that ASI/Exe Yogendra was already married.

Exhibit 09 She said, "I myself got pregnant from him and he told me to do abortion which I was against for it. Requesting several times he forcefully and emotionally gave mentally stress and gave medicine on 17th May and did my abortion and took me to lodge for 5 days till he wanted to confirm the result of medicine and then he left me and went to his wife as she gave birth to a baby and I was left alone in that situation where I was mentally and physically not well and was suffering,"

Also she said, "Yogender whom I was in relation he gave me Rs 5 lakh as a compensation money as and by the force of department I had to do mutual understanding."



Exhibit no 12 to 15. Here (complainant)claims that phone no 9560697743 belongs to L/SI/Exe Suman Yadav . this conversation shows the conversation with respect to Post-abortion treatment like ultra sound, blood test, and medical checkup.

Exhibit no 16 to 27. (complainant)claims that these exhibits shows the conversation between DC/Exe Navdeep Singh and her. In this conversation in exhibit no 23, (complainant)is saying that "I am ready to do Mutual understanding so please don't take this matter to the higher authorities it is an request" Also DC/Exe Navdeep Singh also said "I want Half", "I need Half" repeatedly in the conversation. On Exhibit no 27, it is shown that she blocked the contact on 04.07.21 and unblocked the contact on jul 14.2021.

Exhibit no 28. 29, 30, 31, 33. These documents shows that she was undergoing post-abortion treatment at the Arogya Niketan Nursing Home and Maternity Home.

In Exhibit No. 28, it is shown that MTP kit taken 17.05.21

Exhibit no 29, it shows the payment of Rs 2720 hospital bill.

Exhibit no 30, the break up payment of the medical test/expenses total amounting to RS 2720.

Exhibit 31 shows the Blood sugar and the TSH (thyroid) test.

Exhibit no 32. MA Education IGNOU Admit card

Exhibit no 33, about PELVIS test report.

Exhibit no. 34 is about the payment of RS 400 paid by Yogendra Yadav credit card at the Arogya Niketan Nursing Home.

Exhibit no 35. An old copy of AEP of (complainant), working as shift Supervisor in the Aroon Aviation.

Exhibit no 36 is the adhar card of (complainant), D/O Gopal Dhital.

Exhibit no 37 (complaint) Shows that (complainant) (email id xxxx@gmail.com) emailed a complaint against ASI/Exe Yogendra



Yadav to dg@cisf.gov.in (the official cisf email id) on August 4, 2021.

Exhibit no 38. (a copy of pan card) (complainant) claims that her father is Gopal Sharma Dhital.

Exhibit no. 39 and 40 (RAT Test report) It shows that (complainant) was covid positive on 23/04/21 and negative on 7/5/21

Exhibit no 41. This medical document shows that on 31.07.21, (complainant) had headache, giddiness, throbbing sensation of head.”

24. The law regarding the scope of judicial review in respect of matters related to departmental enquiry is well settled. This Court would not re-appreciate the evidence which has already come on record to come to a different conclusion. In this regard, we may refer to the judgment in the case of *Union of India (UOI) v. Subrata Nath*, MANU/SC/1546/2022, wherein the following has been stated in paragraph nos. 22 and 23:

“22. To sum up the legal position, being fact finding authorities, both the Disciplinary Authority and the Appellate Authority are vested with the exclusive power to examine the evidence forming part of the inquiry report. On finding the evidence to be adequate and reliable during the departmental inquiry, the Disciplinary Authority has the discretion to impose appropriate punishment on the delinquent employee keeping in mind the gravity of the misconduct. However, in exercise of powers of judicial review, the High Court or for that matter, the Tribunal cannot ordinarily reappreciate the evidence to arrive at its own conclusion in respect of the penalty imposed unless and until the punishment imposed is so disproportionate to the offence that it would shock the conscience of the High Court/Tribunal or is found to be flawed for other reasons, as enumerated in *P. Gunasekaran* (supra). If the punishment imposed on the delinquent employee is such that shocks the conscience of the High Court or the Tribunal, then the



Disciplinary/Appellate Authority may be called upon to reconsider the penalty imposed. Only in exceptional circumstances, which need to be mentioned, should the High Court/Tribunal decide to impose appropriate punishment by itself, on offering cogent reasons therefor.

23. Applying the law laid down above to the instant case, we are of the view that the High Court ought not to have interfered with the findings of fact recorded by the Disciplinary Authority. Charge-1 levelled against the Respondent pertained to negligence and dereliction of duty attributed to him for having failed to prevent theft of 800 kgs of copper wires lying at Alif Nagar scrap yard under his security cover while performing duty in the late hours of 7th November, 2007 upto the early hours of 8th November, 2007. Records reveal that the Disciplinary Authority has minutely examined the entire evidence brought on record including the deposition of eight prosecution witnesses each of whom have corroborated the charges levelled against the Respondent, duly supported by documentary and circumstantial evidence for arriving at the conclusion that the Articles of Charge-I stood proved against the Respondent. Pertinently, the Respondent did not produce any defence witness and the documents produced by him did not prove anything in his favour.”

25. In so far as the plea of Mr. Chhibber for calling certain persons like SI Suman Yadav, DC Navdeep Singh and Nirma Kumari as court witnesses is concerned, same were not allowed by the Enquiry Officer. On a specific query to Mr.Chhibber as to the relevance of those witnesses, his submission is that those witnesses were important to be called to prove that complainant was blackmailing the petitioner. Such a plea, in fact, would not help the case of the petitioner. In any case, Mr.Chhibber has not explained the payment of ₹5,00,000/- by the petitioner to complainant. Surely, the amount having been given to the complainant by the petitioner would itself be sufficient enough to draw an inference that the said amount was given by the



petitioner and the same being the subject matter of the charge, was rightly proved by the Enquiry Officer.

26. In view of our above discussion, we do not see any merit in the petition. The same is dismissed.

V. KAMESWAR RAO, J

SAURABH BANERJEE, J

JANUARY 18, 2024/ds/jg