IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.4152 of 2017

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Chandra Bhushan S/o Late Jai Narayan Prasad Sinha, Resident of Mohalla-Kashyap Kishori Apartment, Flat No.301, Jhunjhun Mahal Road, Near Yarpur, Patna- 800001, District- Patna.

... ... Petitioner/s

Versus

1. Bihar Gramin Bank (Government of India undertaking) head office at Gramin Bank Chawk, North H.F.C. Gate, NH31, P.O.-B.U. Nagar, District-Begusarai 851115 through its Chairman
2. The Chairman, Bihar Gramin Bank Chawk, North H.F.C. Gate, NH31, P.O.-B.U. Nagar, District- Begusarai851115
3. The General Manager Operation, Bihar Gramin Bank Chawk, North H.F.C. Gate, NH31, P.O.- B.U. Nagar, District-Begusarai 851115
4. Senior Manager Personal, Bihar Gramin Bank Chawk, North H.F.C. Gate, NH31, P.O.- B.U. Nagar, District-Begusarai 851115

... ... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Suraj Narain Yadav, Advocate
		Mr.Bijay Bhushan Prasad, Advocate
		Ms. Rani Shashi Bharti, Advocate
For the Respondent/s	:	Mr.Ranjeet Kumar Pandey, Advocate

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CORAM: HONOURABLE MR. JUSTICE DR. ANSHUMAN

C.A.V. JUDGMENT

Date : 08-07-2025

Heard learned counsel for the petitioner and learned counsel for Bihar Gramin Bank.

2. The present writ petition has been filed for the following relief/s :

"That this is an application for issuance of

writ in the nature of certiorari to quash the order dated 09.07.2015 passed by the respondent no.3 in the matter of charge sheet no. HO/VIG/DA/85/4995/2014-15 dated 21.01.2015 and the order dated 7/9/2016 passed by the respondent no.2 in the appeal filed by the petitioner against the order of the disciplinary authority and also the letter dated 6/10/2015 issued by the Senior Manager (Personal) by which an amount of Rs.13,11,879/- has been recovered from the gratuity and leave encashment for 209 days of the petitioner and further for issuance of a writ in the nature of mandamus and/or any other appropriate writ/s, order/s, direction/s commanding upon the respondents to refund the amount so recovered from the retirement dues of the petitioner with interest at the rate 22% along with other dues."

3. Learned counsel for the petitioner submits that the petitioner was serving as a Branch Manager (Scale-II Officer) in Bihar Gramin Bank, Dallu Chawk Branch, District Sheikhpura, at the time of his superannuation. During his tenure, he had also served as Branch Manager at Khithwan Branch and Sheikhpura Sarai Branch, all within the same district. In recognition of his sincerity, dedication, and professional conduct during his service, the Bank had issued letters of appreciation, which have been annexed as Annexure-

1 series. It is further submitted that a week prior to his retirement, the petitioner was served with a charge-sheet dated 21.01.2015, along with a statement of allegations and articles of charge, but without being furnished the relevant supporting documents on the basis of which the charges were sought to be proved. The petitioner was directed to file a written statement of defence along with supporting evidence, if any, within 10 days from the date of receipt of the charge-sheet. The petitioner complied with this direction and submitted his written defence within time, adequately explaining the charges.

4. Learned counsel further submits that vide letter dated 31.01.2015, the petitioner was informed under Service Regulation of 45(iii) and (iv) that, although his services would stand concluded at the close of banking hours on 31.01.2015, the disciplinary proceedings initiated against him would continue as if he were still in service, until a final order was passed. However, the said communication made it clear that the petitioner would not be entitled to any salary or allowances post-superannuation and would also be denied retiral benefits until the conclusion of the proceedings. Despite this, it is submitted that no departmental enquiry was ever initiated against the petitioner. No Enquiry Officer or Presenting Officer

was appointed, and no oral enquiry was held to prove the charges. The petitioner was not furnished with any documents in support of the charges, nor was he afforded the opportunity to seek production of documents or to cross-examine witnesses, thereby violating the principles of natural justice.

5. Learned counsel for the petitioner further submits that without holding any enquiry, the petitioner was served with a letter dated 09.07.2015, enclosing a final order whereby he was held liable for irregularities and financial loss pertaining to the Kaithwan Branch, and a direction was issued for recovery of the amount specified under Charge 2(A) and 2(B), i.e., ₹4,62,440/- and ₹8,49,439.04 respectively, totalling ₹13,11,879.04, from the petitioner's retiral dues, to compensate for the alleged pecuniary loss to the Bank.

6. Learned counsel further submits that the final order dated 09.07.2015 was thus passed without any regular departmental proceeding having been conducted. Aggrieved by the said order, the petitioner preferred statutory Appeal No. 2/2016-17 before Respondent No. 2, which was disposed of by order dated 09.06.2016, wherein the appellate authority upheld the punishment imposed by the disciplinary authority.

7. Learned counsel for the petitioner further submits

that there were serious procedural lapses in the conduct of the departmental proceeding. It is argued that although the charge memo was served upon the petitioner, no documents supporting the charges were enclosed. Furthermore, no enquiry officer or presenting officer was ever appointed, and no departmental enquiry was conducted. Nevertheless, the petitioner was held guilty without following the mandatory procedure of disciplinary enquiry. It is also submitted that no second show cause notice on the proposed punishment was served upon the petitioner. It is further submitted that the alleged irregularities at Sheikhpura Sarai and Dallu Chawk branches were rectified during the petitioner's tenure itself, and the petitioner took active steps to recover the outstanding amounts. However, this aspect has been completely ignored by the disciplinary and appellate authorities. It is also contended that although in the final order direction for recovery has been made from "emoluments". The term “emoluments”, as defined under the Bihar Gramin Bank (Officers and Employees') Service Regulations, does not include gratuity. Despite this, recovery was made from the petitioner’s gratuity, which is legally impermissible. It is further submitted that in the memorandum of appeal, the petitioner had raised several grounds, including procedural irregularities and lack of enquiry, but the appellate authority failed to consider these aspects and summarily upheld the order of punishment.

8. On the other hand, learned counsel for the respondent Bank submits that the writ petition is not maintainable. He further submits that the Bank's decisions are in accordance with internal norms, proceeding conducted after special inspections of the branches served by retiring officers to detect irregularities during his tenure. In the case of the petitioner, an inspection was conducted, and several irregularities and illegalities were found, particularly relating to loan sanctions and disbursals, which were allegedly done in complete violation of lending norms. These included absence of signatures on loan applications and unauthorised advances under the Kissan Club/Mukhia Scheme, some of which turned into Non-Performing Assets (NPAs) etc.. It is submitted that the petitioner was negligent in his duties, and accordingly, his lending powers were withdrawn by the Bank vide letter dated 22.10.2014. Despite this, he did not improve, and therefore, the charge sheet was rightly issued. The final punishment order was passed only after considering the reply submitted by the petitioner, as the punishment imposed is minor. It is contended that full-fledged enquiry was not required under the applicable

service regulations for imposing minor punishment. Mere issuance of show cause notice and receipt of reply is considered sufficient for minor penalties. Learned counsel further argues that although the petitioner had been issued letters of appreciation during his service, the same does not insulate him from accountability for subsequent acts of negligence. It is also pointed out that although irregularities were found in three branches, the final recovery was limited only to irregularities found in Kaithwan Branch, which remained unrectified. The details of recovery have been placed on record as Annexure-A. It is emphasized that the scope of judicial review in disciplinary matters is limited to examining procedural irregularities, violation of principles of natural justice, or imposition of disproportionate punishment. None of these grounds are made out in the present case. All contentions raised by the petitioner were duly considered by the appellate authority, which passed a reasoned and speaking order, and hence, no interference is warranted by this Court.

9. Upon consideration of the rival submissions and perusal of the records, this Court finds that the charge memo was issued for alleged irregularities committed during the petitioner's tenure in three branches. However, the final order of

punishment was confined only to the irregularities found in the Kaithwan Branch, where serious lapses such as absence of signatures, unauthorised disbursals, and advances under schemes without requisite approvals were noted. As a result, 35 loan accounts amounting to ₹20,45,000/- turned into NPAs. While the petitioner contended that no enquiry officer or presenting officer was appointed and no enquiry was held, this Court is of the considered opinion that the punishment imposed is minor in nature, and as per settled legal principles, a full-fledged enquiry is not required for minor penalties. The written statement filed by the petitioner did not contain any specific or categorical denial of the charges, and therefore, the allegations stood admitted by implication. The authorities, after considering the reply and relevant documents, passed a reasoned and speaking order.

10. As regards the definition of ‘emoluments’, this Court finds no merit in the petitioner’s objection. The impugned final order dated 09.07.2015 passed by ht eGeneral Manager (Operation)-cum- Disciplinary Authority, explicitly states that the recovery is to be made:

> "………....*from the emoluments which are due for the payment to Sri Chandra Bhushan as retiral benefit to make good pecuniary losses to be caused to*

the Bank."

Therefore, the term "emoluments" in this context construes the retiral benefits payable, and not merely the restricted definition under the Regulations. Hence, the objection raised on this ground is untenable. Accordingly, this Court finds no procedural irregularity, no violation of principles of natural justice, and no perversity or disproportionality in the impugned orders.

11. However, this Court notes that the petitioner's date of superannuation was 31.01.2015, and the final order was passed on 09.07.2015. Vide letter dated 31.01.2015, the Bank extended the petitioner's services under Regulation 45(iii) and (iv) until the conclusion of disciplinary proceedings. The petitioner remained in deemed service until 09.07.2015 but was not paid any salary or allowance during this period. This Court is of the view that once the petitioner's services were extended, he must be treated as being in service, and therefore, he is entitled to salary and allowances for the period from 01.02.2015 to 09.07.2015. Accordingly, the direction in the letter dated 31.01.2015, denying pay and allowances during the period of extension, is hereby expunged. The Bank is directed to pay the petitioner full salary and allowances for the period 01.02.2015 to 09.07.2015, within three months from the date of

receipt/production of a copy of this order before the General Manager, Bihar Gramin Bank.

12. Except for the relief granted above regarding payment of salary for the extended service period, the writ petition is dismissed. There shall be no order as to costs.

(Dr. Anshuman, J)

Ashwini/-

AFR/NAFR	
CAV DATE	01/07/2025
Uploading Date	09/07/2025
Transmission Date	NA