IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION NO.2093 OF 2025
IN
SUIT NO.123 OF 2025

Shahin Adi Dastur ***...Applicant/Plaintiff***

V/s.

Citibank N.A. and Ors. ***...Respondents***

Mr. Haresh Jagtiani, *Senior Advocate with Mr. Mutahar Khan, Ms. Mahnavi Vora, Mr. Pranay Kamdar and Mr. Ritwik Kulkarni i/b. Ms. Vandana Mehta for the Applicant/Plaintiff.*

Mr. D.D. Madon, *Senior Advocate with Mr. Sahil Kanuga, Ms. Sara Sundaram, Ms. Sachi Lodha and Mr. Nikhil Kansal i/b. M/s. Cyril Amarchand Mangaldas for the Defendants.*

Ms. Shahin Adi Dastur, Plaintiff, present in court.

CORAM: SANDEEP V. MARNE, J.

Reserved on: 10 OCTOBER 2025.
Pronounced on: 15 OCTOBER 2025.

ORDER:

1) Plaintiff has filed the present Interim Application seeking stay of impugned termination order dated 9 October 2024 and direction for resumption of duties during pendency of the Suit. The Plaintiff has also sought temporary injunction to restrain Defendants from publishing any defamatory material or sharing impugned termination order. She has also sought return of official laptop, all her financial and tax related

documentation, compensation details, rating and feedback which is on her official laptop, annual compensation profiles from 2007-2024, promotion related documents, etc. She has also sought a direction to disclose the contents of email dated 12 April 2024 addressed by Defendant No.4 to Defendant No.5. She had also sought a direction for deposit of amount of Rs.50 crores towards damages during pendency of the Suit.

2) Plaintiff joined the services of Defendant No.1 -Bank as Assistant Manager in the year 2007. She rose to the rank of Manager, Assistant Vice President, Vice President and Senior Vice President. In 2007, she was posted as Senior Vice President and Head of CSR. Subsequently, she was appointed as a Director in January-2023. According to the Plaintiff, she was called upon to give evidence in a case filed by former colleagues against Defendant No.3 in connection with sexual harassment. Defendant No.3 shared Plaintiff's low ratings in the year 2023 attributable to investigations conducted against him. According to the Plaintiff, Defendant No.3 filed a retaliatory complaint against her in April 2024. On 12 April 2024, Plaintiff was called by Defendant No.4 for meeting, when she was handed over the pre-typed letter signed by Defendant No.2 directing her to proceed on administrative leave from 12 April 2024. Plaintiff chanced upon email dated 12 April 2024 addressed by Defendant No.4 to Defendant No.5, which contained reference to complaint made by Defendant No.3 against her. Plaintiff addressed an email dated 26 April 2024 to Defendant No.4 protesting about interrogation held on 12 April 2024. A show cause notice dated 6 September 2024 was issued to the Plaintiff alleging misconduct. She replied the show cause notice on 16 September 2024. On 9 October 2024, an order was passed terminating services of the Plaintiff. The Plaintiff

addressed notice dated 25 October 2024 calling upon Defendant No.1-Bank to recall the termination order.

3) In the above background, the Plaintiff has instituted the present Suit challenging termination order dated 9 October 2024. She has also challenged Clauses 6(c), 3.3.4 and 3.4.4 of the rules/policy of Defendant No.1- Bank. She has also sought damages in the sum of Rs. 50 crores against the Defendant No.1-Bank. The Plaintiff has also sought an unconditional apology from the Defendants. In her Suit, the Plaintiff has filed the instant Application seeking temporary injunction in terms of following prayers:-

> (a) Pending the hearing and final disposal of the suit, the Defendants, their servants and agents be directed by a temporary and mandatory injunction to withdraw/ revoke/ annul the reports/ complaints and the Impugned Orders and to permit the Plaintiff to resume her post and duties forthwith;
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> (b) Pending the hearing and final disposal of the suit, the effect, operation and implementation of the Impugned Order dated 9th October 2024, be stayed;
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> (c) Pending the hearing and final disposal of the suit, the Defendants be restrained from acting upon and/or taking any further action pursuant to the Impugned Order dated 9th October 2024;
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> (d) Pending the hearing and final disposal of the suit, the effect, operation and implementation of the impugned clauses 6(c); 3.3.4; and 3.4.4 in the policy/rules of Defendant No.1 be stayed;
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> (e) Pending the hearing and final disposal of the suit, the Defendants and their servants and agents be injuncted from publishing any defamatory material about the Plaintiff and/or defaming the Plaintiff in any manner whatsoever and/ or by sharing the Impugned Order and/ or the defamatory material with any person/ authority whatsoever;
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> (f) Pending the hearing and final disposal of the suit, this Hon'ble Court be pleased to direct the Defendant No.1 to handover to

the Plaintiff (i) her official laptop containing all pertinent data; (ii) all her financial and tax related documentation along with her compensation details, ratings and feedback which is on her official laptop; (iii) her annual compensation profiles from 2007-2024 and (iv) promotion related documents and employment letter;

(g) Pending the hearing and final disposal of the suit, this Hon'ble Court be pleased to direct the Defendants to disclose on oath by way of an affidavit the contents of the email dated 12th April 2024 addressed by Defendant No.4 to Defendant No.5;

(h) Pending the hearing and final disposal of the suit, the Defendants be directed to deposit in this Hon'ble Court a sum of Rs.50,00,00,000/-(Rupees fifty crores only) or such other sum as this Hon'ble Court shall deem fit towards damages (including exemplary damages) with liberty to the Plaintiff to withdraw the same and /or such other sum as this Hon'ble Court may deem fit and on such terms and conditions, if any, as this Hon'ble Court may deem fit;

(i) Interim and ad-interim reliefs in terms of prayer clauses (a) to (h) above;

(j) Costs of the Application be provided for;

(k) Such other and further reliefs that this Hon'ble Court may deem fit in the light of justice and equity be passed;

4) Defendant No.1-Bank has filed affidavit-in-reply opposing the Interim Application. Plaintiff has filed the affidavit-in-rejoinder. Since pleadings in the Interim Application are complete, the same is taken up for hearing.

5) Mr. Jagtiani, the learned Senior Advocate appearing for the Plaintiff, at the outset, would submit that the Plaintiff would press only prayer Clauses (e), (f) and (g) in the Interim Application. The Plaintiff is thus not pressing prayer for reinstatement or stay of the termination order. She is also not pressing the prayer for stay of the clauses of policy /rules nor is seeking direction for deposit of damages of Rs.50 crores. Thus, the

Plaintiff is pressing only for restraint order against Defendants from publishing any defamatory material or sharing impugned termination order with any person / authority. She is also pressing prayer for return of laptop, financial and tax related documents, annual financial records and promotion related documents. She is also pressing the relief for disclosure of contents of email dated 12 April 2024.

6) Mr. Jagtiani would submit that impugned termination order is *ex-facie* illegal and services of the Plaintiff are terminated in gross violation of principles of natural justice. That no enquiry was conducted before holding the Plaintiff guilty of misconduct alleged in the show cause notice. That the show cause notice was premised on the alleged City Security & Investigative Services (**CSIS)** investigations, which have been conducted behind Plaintiff's back. That she was not supplied report of the alleged CSIS investigations. That the show cause notice does not allege misappropriation of any funds by the Plaintiff. That the allegations levelled in the show cause notice cannot be termed as gross misconduct as defined under the rules and regulations. That the Plaintiff was not granted opportunity before the panel, who has taken ultimate decision to terminate her services. She was not offered opportunity to cross examine persons whose statements were taken into consideration for terminating her services.

7) Mr. Jagtiani would therefore submit that since the termination order is grossly illegal, the same cannot be permitted to be published or communicated in any manner to any person or authority. Mr. Jagtiani would submit that the Plaintiff is unable to secure another employment on account of stigma created on her service record. He would invite Court's attention to email communication by Defendant

No.1-Bank's official stating therein that services of the Plaintiff have been terminated for gross misconduct and that the Bank has pledged to disclose the circumstances leading to termination of her services. That on account of termination of her services based on misconduct, the Plaintiff is unable to secure alternate employment. He would therefore submit that Defendants be restrained from sharing the impugned termination order and communicating reasons for terminations to any person or authority, which is continuously causing defamation of the Plaintiff. That the Plaintiff has rendered 17 years of unblemished service and her reputation is completely destroyed on account of illegal termination order passed in gross violations of principles of natural justice. That the Plaintiff is also entitled to the relief of handing over her official laptop containing her personal data as well as all her financial and tax related documentation and other service-related particulars. He would particularly highlight email dated 12 April 2024 contending that the entire termination action is based on the said email. That though the entire investigations were premised on the said email, copy thereof has not been provided to the Plaintiff. That the said email is not a confidential information, which could be withheld from the Plaintiff. That the Plaintiff is entitled to know entire material based on which, her services are terminated. He would accordingly pray for grant of temporary injunction in terms of prayer Clauses (e), (f) and (g) of the Interim Application.

8) Mr. Madon, the learned Senior Advocate appearing for Defendants would oppose the Application contending that services of the Plaintiff have been terminated after affording full opportunity of hearing to her. That the Plaintiff was communicated allegations levelled against her by show cause notice dated 6 September 2024. That she had replied to the show cause notice. The termination order is issued after taking into

consideration the defence raised by the Plaintiff in her reply to the show cause notice. That the principles of natural justice have been duly followed before taking impugned decision of termination. That the Plaintiff has committed gross misconduct as alleged in the show cause notice as has found to be proved in the termination order. That she colluded with Mr. Mathew Mathai and Mr. Debasis Ghosh and injected an entity by name Blue Pencil Strategies Private Limited (**Blue Pencil)** into City Bank's CSR projects and caused payments to be made to Blue Pencil utilising Bank's CSR funds via the selected NGO's without the knowledge of Bank's CSR Committee. That she was admittedly in relation with Mr. Mathew Mathai, which she did not disclose to the Bank as was required under the relevant rules and regulations. That she had admittedly violated the said rules and regulations on account of which she has challenged the validity of the certain clauses of the said regulations. That she had admitted most part of her misconduct as she does not dispute relationship with Mr. Mathew Mathai. She admitted that she committed error of judgment. She also admitted sending of emails containing Bank's data to the personal email id of Mr. Mathew Mathai. That the Bank has ultimately reached to a conclusion that it has lost trust and confidence in the Plaintiff. That therefore Defendant No.1, the Bank has rightly terminated her services on account of misconduct being found to be proved.

9) Mr. Madon would submit that Defendant No.1-Bank has already communicated the impugned termination order to the Reserve Bank of India. That the Bank is bound to communicate decision of termination as well as reasons therefor, whenever query to that effect is raised by any government / private entity. That it is in fact duty of the Citi Bank to disclose reasons for termination as held by Delhi High Court in

Harvest Securities Pvt. Ltd. & Anr. V/s. BP Singapore Pvt. Ltd. and Anr.[1] He would submit that during past 12 months, Defendant No.1 -Bank has not received any query from any person or entity about services of the Plaintiff with the Bank. That the Bank has accordingly not communicated either termination order or reasons to any persons /authority. That the Bank has no interest in spreading any information relating to the Plaintiff. That the allegation of defamation is totally absurd. That therefore there is no cause for grant of temporary injunction in terms of prayer clause (e). He would further submit that laptop referred to in prayer clause (f) is the property of the Defendant No.1-Bank and the same cannot be handed over to the Plaintiff. That the Plaintiff was not supposed to store any personal information on the said laptop. That therefore relief in terms of prayer clause (f) also cannot be granted. So far as prayer clause (g) is concerned, Defendants never relied on any email dated 12 April 2024 while taking decision of termination of services of the Plaintiff. That therefore even prayer clause (g) in the Interim Application cannot be granted. He would accordingly pray for rejection of the Interim Application.

10) Rival contentions of the parties now fall for my consideration.

11) Plaintiff's services have been terminated by order dated 9 October 2024. The termination is founded on misconduct as the same is preceded by issuance of show cause notice and the termination order also contains findings of commission of misconduct alleged in the show cause notice. The Plaintiff has worked for over 17 long years with the first Defendant -Bank and had risen rapidly from the post of Manager to that

1 2014 SCC OnLine Del 2384

of a Director. At the time of her termination, she was holding the position as Director, CSR Head. She was handling corporate social responsibility projects.

12) The Plaintiff was issued with show cause notice dated 6 September 2024 alleging misconduct of colluding with Mr. Mathew Mathai and Mr. Debasis Ghosh in injecting Blue Pencil into Defendant No.1- Bank's CSR projects and causing payments to Blue Pencil utilising Bank's CSR funds. The allegations in the show cause notice are held to be proved by the Disciplinary Review Panel after consideration of response by the Plaintiff to the show cause notice. Accordingly, services of the Plaintiff have been terminated by order dated 9 October 2024.

13) As observed above, the Plaintiff is not pressing the prayer for stay to the termination dated 9 October 2024 nor is she claiming reinstatement / resumption of duties. She is also not pressing the prayer for deposit of damages to the tune of Rs.50 crores as of now. She has also not pressed prayer for stay, effect or implementation of clauses 6(c), 3.3.4, 3.4.4 of policy / rules of the Defendant No.1-Bank. The main prayer pressed by the Plaintiff in the present Application is to restrain the Defendants from sharing the impugned termination order or any defamatory material about the Plaintiff with any person or authority.

14) Plaintiff's appointment with Defendant No.1- Bank is governed by the contract and therefore the Plaintiff cannot claim back status as the employee, even if her termination is found to be illegal. The only relief that can be granted in favour of the Plaintiff in case she succeeds in the Suit is a claim for damages due to wrongful termination. The Plaintiff has thus rightly not pressed the interim prayer for

reinstatement or stay of the termination order. It is however, contended on behalf of the Plaintiff that she is finding it difficult to secure another job on account of stigmatic termination order. She accordingly seeks a restrain order against the Bank from disclosing or sharing the termination order or reasons for termination with any person or authority. As contended by Mr. Madon the termination order has already been shared by the Defendant Bank with the RBI. Plaintiff's prayer is thus restricted essentially to the response by the Citi Bank in the event of any query being made by another employer while considering Plaintiff's candidature for new job. I accordingly proceed to consider the said interim prayer of the Plaintiff.

15) From the show cause notice dated 6 September 2024 issued to the Plaintiff, it appears that a complaint was received by the Bank on the basis of which, the Bank apparently noticed some irregularities in activities of the Plaintiff relating to handling of CSR project. The Plaintiff was apparently summoned to attend an interview on 12 April 2024 when she was grilled for over three and half hours and was handed over letter dated 12 April 2024 placing her on leave from 16 April 2024. She was not allowed to enter the Defendant No.1 -Bank's premises. The Plaintiff protested about the interrogation session of 12 April 2024 and communication for proceeding on leave vide her letter dated 26 April 2024. Thereafter two officials named Akshita Bajaj and Shubhi Agarwal from CSIS conducted internal fact-finding investigations by subjecting the Plaintiff to a detailed interview on 15 May 2024. Thereafter the Plaintiff was issued a show cause notice on 6 September 2024. The show cause notice referred CSIS investigation findings and stated in paragraph 3 as under:

3. The CSIS current investigation findings established that you, amongst other things, colluded with Mathew Mathai, Deloitte Monitoring and Evaluation partner ('Mathew'), and Debasis Ghosh, former City PAO ('Debasis'), to whom you used to report into to:-

a. inject an entity named Blue Pencil Strategies Private Limited ("Blue Pencil") into City's CSR projects; and

b. cause payments to be made to Blue Pencil utilizing City CSR funds via the selected NGOs or indirectly via one non-NGO intermediary, namely Consumer Links without the knowledge of Citi CSR Committee.

16) Paragraph 5 of the show cause notice recorded findings of CSIS investigations as under:-

5. The CSIS investigation further established that you have not been forthcoming, truthful, and transparent and that:

a. (Contrary to your explanation) Since at least Feb 2021 while Debasis was still an employee of Citi, you were aware that TGP was being developed by United Way Mumbai, a City NGO partner.

b. At least after Debasis' departure, you have had knowledge of an facilitated Blue Pencil's involvement in City CSR Projects knowing Debasis's role in Blue Pencil.

c. You not only failed to disclose Blue Pencil's involvement to the CSR Committee but also played an active role in masking /removing/ concealing Blue Pencil's name from CSR documents submitted to Citi.

d. You abused your position and authority as the Head of India CSR Committee by playing an active role in promoting Blue Pencil over other market players. Additionally, you failed to (i) inform the NGO partners of Debasis's separation from Citi when his separation took place in December 2021; (ii) disclose to Citi Blue Pencil's involvement in City CSR projects; (iii) inform the Citi CSR Committee of the transfer of TGP to Consumer Links, which was the platform being marketed by Blue Pencil; and (iv) ensure that additional cost for digitalisation across Citi India CSR projects would not be incurred where you were aware that the cost of developing the digitization platform in 2021 had already been paid by Citi.

e. It is revealed that you had an undisclosed personal and romantic relationship with Mathew during 2023 which conflicted with your role as an officer of Citi managing the vendor relationship with Mathew's employer Deloitte.

f. You shared ‘Confidential’ Citi data with Mathew, leveraging his personal email address and with Debasis, after his departure from Citi.

g. While you were informed in the interview of the Code of Conduct such as *inter alia* providing accurate and comprehensive information, not fail/tamper/ withhold relevant information, and /or not make any false statement; you were not forthcoming, truthful and transparent during the investigation and you kept changing your responses, attempted to mislead the investigation and/ or did not provide clear responses.

17) The Plaintiff was directed to submit response to the show cause notice within a period of five days. The Plaintiff accordingly submitted her response to the show cause notice on 16 September 2024. The Bank has thereafter proceeded to issue order terminating the Plaintiff’s services on 9 October 2024. Paragraphs 6, 9, 10 and 11 of the termination order read thus:-

> 6. Pursuant to the SCN, you availed the opportunity to present your case and responded on 16 September 2024 (where your request seeking extensions were accepted granting you adequate time to respond) stating - amongst others - that you never intended to harm Citi's reputation and that the NGO is the only point of contact for Citi; NGO vendor details are not part of Citi's CSR scope; and that the NGO has the full discretion to select and onboard any vendors as per their internal processes. You further stated that in 2022 you had requested for Deloitte to do additional due diligence on NGO's and vendors but that cost restraints prevented this from happening. You also referred to Citi's well-defined process in choosing an NGO partner, the CSR operational framework and Deloitte’s scope of work. Additionally, you did accept that it did not occur to you that there was a conflict of interest or any inherent risk in the independent selection of Blue Pencil by NGO partners and having said that, given Citi's past relationship with Blue Pencil and him being your former manager, that it could raise questions and it was an error of judgment to not have disclosed the said information. You also accept your personal and romantic relationship with Mathew Mathai from Deloitte in your response and that you sent emails containing Citi data to his personal email address.
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9. Further, the allegations against you are substantiated and it stated that you have not been forthcoming, truthful, and transparent and that:

a. Contrary to your explanation, you were aware that TGP was being developed by United Way Mumbai, a Citi NGO partner, since at least Feb 2021 while Debasis was still an employee of Citi.

b. At least after Debasis's departure, you have had knowledge of and facilitated Blue Pencil's involvement in Citi CSR Projects knowing Debasis's role in Blue Pencil.

c. You not only failed to disclose Blue Pencil's involvement to the CSR Committee but also played an active role in masking/ removing/ concealing Blue Pencil's name from CSR documents submitted to Citi.

d. You abused your position and authority as the Head of India CSR by playing an active role in promoting Blue Pencil over other market players. Additionally, you failed to (i) inform the NGO partners of Debasis' separation from Citi when his separation took place in December 2021; (ii) disclose to Citi Blue Pencil's involvement in Citi CSR projects; (iii) inform the Citi CSR Committee of the transfer of TGP to Consumer Links, which was the platform being marketed by Blue Pencil; and (iv) ensure that additional cost for digitalisation across Citi India CSR projects would not be incurred where you were aware that the cost of developing the digitization platform in 2021 had already been paid by Citi.

e. It is revealed that you had an undisclosed personal and romantic relationship with Mathew during 2023 which conflicted with your role as an officer of Citi managing the vendor relationship with Mathew's employer Deloitte.

f. You shared 'Confidential' Citi data with Mathew, leveraging his personal email address and with Debasis, after his departure from Citi.

g. While you were informed in the interview of the Code of Conduct such as inter alia providing accurate and comprehensive information, not fail/tamper/withhold relevant information, and/ or not make any false statement; you were not forthcoming, truthful and transparent during the investigation and you kept changing your responses, attempted to mislead the investigation and/or did not provide clear responses.

10. Relevant evidence has been presented to the Disciplinary Review Panel, which supported the findings as set out in the SCN.

> 11. On account of the above, Citi has lost trust and confidence in you and there has been a breakdown in the relationship between you and Citi. Therefore, Citi hereby terminates your employment with immediate effect, in accordance with your Employment Agreement, under which your employment may be terminated for cause in situations such as this, without notice or pay in lieu of such notice.

18) Combined reading of show cause notice and termination order would indicate that the essence of charge levelled against the Plaintiff is about concealment of information relating to causing of payments to Blue Pencil, not disclosing personal relationship with Mr. Mathew Mathai and promoting Blue Pencil over other market players. The Plaintiff was also accused of disclosing information of Bank's confidential data to Mr. Mathew Mathai. The Plaintiff has admitted personal relationship with Mr. Mathew Mathai for some time in the past during recording of her statement by CSIS on 14 May 2024. It appears that Mr. Mathew Mathai was a Monitoring and Evaluation Partner working with Deloitte, who was auditing the entities involved in Bank's CSR projects. Thus, association of Mr. Mathew Mathai in relation to entities involved in CSR projects of the Bank is restricted only to conduct of audit. It is not alleged that Mr. Mathew Mathai had any involvement with Blue Pencil, to whom payments are caused through Bank's CSR funds. He was apparently responsible for audit of CSR transactions between the Bank and Blue Pencil. There is no allegation in the show cause notice, much less a finding in the impugned termination order that any infirmity was noticed in the audit conducted by Mr. Mathai in respect of Bank's CSR transactions with Blue Pencil. Thus, there is no allegation or finding that Deloitte audit was conducted in a manner to hide some information from the Bank on account of alleged personal relationship between the Plaintiff and Mr. Mathai. It appears that Mr. Debasis Ghosh a former official of Defendant No.1-Bank is associated with Blue Pencil.

However, there is no allegation of Plaintiff's association with Mr. Ghosh in any manner. The main allegation against the Plaintiff is that she did not disclose to the Bank's CSR Committee that monies were actually being passed to Blue Pencil as Blue Pencil's identity was referred as 'Good Platform'.

19) The gist of the allegations is thus that the Plaintiff was aware of Bank's CSR payments occurring to Blue Pencil, which is an entity possibly created by Mr. Debasis Ghosh and it was audited by Mr. Mathew Mathai for Deloitte. It appears that the Bank's CSR Committee was possibly not aware of the fact that the CSR funds were actually going to Blue Pencil, which was masked as 'Good Platform'.

20) However, though the Plaintiff is found to be having some relationship with Mr. Mathew Mathai, there is no allegation that Mr. Mathew Mathai has any personal interest in Blue Pencil. Plaintiff is not accused of having any relationship or communication with Mr. Debasis Ghosh. Particularly, there is no allegation that Plaintiff has caused any pecuniary gain to herself or any pecuniary loss to the Defendant No.1-Bank in the entire transaction. There is neither any allegation, much less, proof that the Plaintiff has committed any misappropriation of funds.

21) As of now, Plaintiff is not seeking stay of termination order nor is pressing the relief of reinstatement. As of now, the limited relief that the Plaintiff seeks is not to disclose the reasons for her termination to any person or authority so that she can secure some other job. At the time of filing of the Suit, Plaintiff's age is disclosed as 45 years. She thus has substantial service career left. Plaintiff claims that she is unable to secure job on account of the blot put on her profile due to stigmatic termination

effected by Defendant No.1- Bank. Mr. Madon fairly submits that Defendant No.1- Bank would not come in the way of Plaintiff securing another job. However, the fact remains that any employer considering Plaintiff for a job is bound to know the reasons why she has been terminated. The moment the reasons for Plaintiff's termination are disclosed, it would be difficult for her to secure new job. The consequences of termination of her services, the trauma caused by sudden termination and loss of reputation, etc cannot be undone at this juncture and in the event, the Plaintiff succeeds in demonstrating that termination is illegal, she can be compensated by award of backwages. However, considering the nature and seriousness of the misconduct proved, the least that is required to be done, at this stage, is to restrain Defendant No.1- Bank from disclosing the reasons of termination so that the Plaintiff would be in a position to secure another job for herself. I am inclined to grant said relief in favour of the Plaintiff after taking into consideration the fact that she is ultimately not found to be guilty of committing misappropriation. Mere admission of relationship with Mr. Mathew Mathai does not *prima facie* prove cause of any personal pecuniary gain to the Plaintiff or financial loss to the Defendant No.1- Bank. May be that the Plaintiff did not fully disclose to the CSR Committee of Bank that payments through CSR funds were going into the accounts of Blue Pencil, which is an entity formed by an ex-employee of Defendant No.1-Bank. She ought to have also disclosed the factum of her relationship with the person conducting audit of the relevant transactions. Plaintiff's failure to make above disclosures would have assumed characteristic of a gross misconduct if it was ultimately proved that she gained something by not disclosing the above facts. Therefore even if it is assumed at this juncture that the Plaintiff did commit misconduct of not disclosing the factum of monies going into accounts of

Blue Pencil and she having relationship with person conducting audit of those transactions, the misconduct does not *prima facie* appear to be of a gross nature particularly when the Bank does not dispute genuineness of those transactions. It is not Bank's case that Blue Pencil was not a genuine NGO eligible to receive Bank's CSR Funds or that the funds were found to be siphoned off for personal purposes by any person.

22) The allegation against the Plaintiff is that she promoted Blue Pencil over other market players. However while alleging so, there is no accusation that the Plaintiff secured any monetary or other advantage for herself by doing so. Considering these peculiar facts and circumstances of the case, I am of the view that Plaintiff deserves to be granted limited protection of not disclosing reasons for her termination to any person or authority so that she can secure another job for herself. Grant of such relief would not cause prejudice to the Defendant No.1-Bank. On the other hand, non-grant of such relief would result in the Plaintiff remaining unemployed for a considerable period of time thereby subjecting her to further irreparable losses. The balance of convenience is thus clearly tilted in favour of the Plaintiff for granting relief of non-disclosure of reasons for termination.

23) Mr. Madon has submitted that the Bank is duty bound to disclose information relating to Plaintiff's termination of services. He would place reliance on judgment in ***Harvest Securities Pvt. Ltd.*** (supra). However, in case before the Delhi High Court, the termination of the employee therein had attained finality and in the light of that factual position, the Delhi High Court has observed that employer was duty bound to disclose the reasons for termination to another employer. In the present case, the termination is under challenge in the present Suit and

considering the nature of misconduct, which is held to be proved against the Plaintiff, the least that can be granted in her favour is protection from disclosure of reasons of termination to enable her to secure another job. Defendant No.1-Bank has apparently communicated termination order to the Reserve Bank of India. However, as and when Plaintiff makes an attempt to secure another job, enquiries are likely to be made about reasons for termination of services of the Plaintiff. If the Bank communicates the reasons for termination, Plaintiff may not be able to secure any other job. Therefore, till this Court adjudicates the issue about correctness of termination order, Defendants are required to be restrained from communicating the reasons for termination of Plaintiff's services.

24) So far as prayer clauses (f) and (g) in the Interim Application are concerned, I am not inclined to grant the same. Plaintiff herself has described laptop to be 'official laptop' and I do not see any reason why property of Bank should be handed over to the Plaintiff by way of mandatory temporary injunction. So far as financial and tax related documentation, annual compensation profile and promotion related documents are concerned, most of this information is likely to be within the knowledge of the Plaintiff and the Bank need not provide the same to her. So far as Plaintiff's prayer for disclosure of contents of an alleged email dated 12 April 2024 sent by Defendant No.4 to Defendant No.5 is concerned, there is no reference to said email either in the show cause notice or in the termination order. Therefore, Defendants cannot be compelled to disclose the contents of such email. Accordingly, reliefs claimed in prayer clauses (f) and (g) cannot be granted in Plaintiff's favour.

25) It is clarified that the observations made in the order are *prima facie* and are recorded for limited purpose of examining Plaintiff's entitlement for temporary injunction, which would obviously not influence Court's mind while deciding the suit finally.

26) I accordingly proceed to pass the following order:

(i) Pending the hearing and final disposal of the Suit, Defendants are restrained from communicating termination order dated 9 October 2024 and from disclosing the reasons for termination of the Plaintiff to any person or authority. In the event the Defendant No.1-Bank receives any query from any person or entity about Plaintiff's services with the Bank, it shall give a response that service relationship with the Plaintiff has come to an end w.e.f. 9 October 2024.

(ii) Temporary injunction sought in terms of prayer clauses (f) and (g) of the Interim Application is however rejected.

27) With the above directions, Interim Application is **partly allowed** and disposed of.

[SANDEEP V. MARNE, J.]