

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.4165 of 2026

Sanjay Yadav S/o Sri Mahesh Yadav, Resident of Village- Neuri, P.S.- Kateya,
District- Gopalganj presently a Clerk without posting (Employee) of
Gopalganj Central co-operative Bank Ltd., Gopalganj while Posted at Branch
Bhore, Gopalganj.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Joint Registrar, Central Co-operative Bank, Chapra.
3. The Managing Director, Central Co-Operative Bank, Gopalganj.
4. The Board of Directors, Central Co-operative Bank, Gopalganj.
5. The Branch Manager, Central Co-operative Bank, Bhore.
6. The Central Co-operative Bank, through its Registrar, Gopalganj.
7. The State of Bihar, through Principal Secretary, Co-operative Dept.,

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Sanjay Kumar
For the Respondent/s	:	Mr. Additional Advocate General (4)
For respondent Nos.3 & 4:	:	Mr. Prashant Kumar, Advocate

CORAM: HONOURABLE MR. JUSTICE DR. ANSHUMAN

ORAL JUDGMENT

Date : 24-03-2026

Heard learned Counsel for the petitioner, learned
Counsel for the Central Co-operative Bank and learned Counsel
for the State.

2. The present writ petition has been filed for
setting aside the order contained in letter No.301 (Estab.) dated
10.10.2023 passed by Managing Director, Central Co-operative
Bank, Gopalganj.

3. Learned Counsel for the petitioner submits



that the petitioner is working in the Central Co-operative Bank, Gopalganj, and it is the Manager of the Bank, who had committed fraud, he has transferred money of the Bank in the account of his wife, though using the password of the petitioner. It is due to this reason the petitioner has paid money in the Bank selling his land and jewellery of his wife. Counsel further submits that this order is unnecessary and be set aside. The respondent Co-operative Bank be directed not to take any action against him.

4. Learned Counsel for the Co-operative Bank, on the other hand, submits that the petitioner is not the employee of the Bank; rather he is employee of the Service Provider Agency, namely, PENTA IT. He submits that whatever be the action taken by the Managing Director, it has taken in the light of the memorandum of agreement taken place between Bank and the Agency and the service provider agency PENTA IT.

5. After hearing the parties and upon perusal of the impugned order, it become crystal clear that the respondent Bank has taken action in the light of clause mentioned in the memorandum of agreement. According to which, it transpires to this Court that petitioner is the person of the service provider



agency and action has been taken completely in accordance with Clause 34. As such, this Court is not inclined to interfere in this matter. However, petitioner shall be at liberty to move before the Registrar, Co-operative Bank for his protection.

(Dr. Anshuman, J)

Mkr./-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	26.03.2026
Transmission Date	

