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**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

106

CWP-7987-2026

Date of Decision: **11.05.2026**

MK Saxena

.....Petitioner

VERSUS

Haryana Gramin Bank And Another

...Respondents

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR

Present:- Mr. Amit Prashar, Advocate
for the petitioner.

Mr. Anmol Malik, DAG Haryana.

Mr. Bhushan Bhatia, Advocate
for the respondent-Bank.

HARPREET SINGH BRAR, J. (Oral)

1. The present civil writ petition has been filed under Articles 226/227 of the Constitution of India for issuance of a writ in the nature of certiorari for quashing of impugned speaking order dated 26.11.2025 (Annexure P-6) passed by the respondent-Bank, and for issuance of a writ in the nature of mandamus directing the respondents to pay the petitioner salary and remuneration for the period from 28.08.2019 to 18.07.2022, to fix

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his pay in the lower grade at a stage commensurate with his past service of over 23 years, and to recompute all retiral benefits including pension, gratuity and leave encashment on the basis of such corrected pay-fixation, along with all consequential benefits and interest.

BRIEF FACTS

2. Briefly the facts of the case is that the petitioner was dismissed from service by the respondent-Bank on 29.12.2014. The departmental appeal was dismissed on 15.07.2015. Following which the petitioner challenged the dismissal before this Court in CWP No. 21651 of 2015, where in this court vide judgment dated 27.06.2019 (Annexure P-1), modified the punishment. The operative portion of paragraph 35 of the said judgment is extracted hereinbelow:

"Keeping in view regulations 38, ibid, and the discussion and reasoning contained hereinabove and the role attributed to the petitioners qua the delinquency alleged as per charge-sheet, the impugned punishment orders are modified to the extent that the petitioners shall be reinstated into service with reduction to a lower grade immediately to the post held by them. The petitioners shall also be entitled to the consequential benefits arising therefrom but shall not be entitled to any wages for the period they were out of service pursuant to the punishment order."

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2.1 The respondent-Bank preferred LPA No. 1343 of 2019 against the said judgment. On 28.08.2019 (Annexure P-2), a Division Bench of this Court passed an interim order staying "the effect and operation of the impugned order passed by the learned Single Judge". As a result of the interim stay, the petitioner could not be reinstated. It is an admitted fact that the petitioner remained out of service from 28.08.2019 solely on account of the stay order obtained by the Bank. Subsequently, on 06.07.2022 (Annexure P-3), the Division Bench directed the Bank to implement the judgment of the learned Single Judge. In compliance thereof, the petitioner was reinstated on 18.07.2022. He was placed in a lower grade (from Officer Scale-I to Senior Clerk) and was fixed at the initial stage of the pay scale of that grade.

2.2 The Bank's appeal LPA No. 1343 of 2019, was finally disposed of by a Division Bench on 27.10.2025 (Annexure P-4). The operative portion of the said order reads as under:

"6. Considering the aforesaid circumstances, we are of the view that once the respondent-petitioner has been allowed to work and thereafter superannuate, it would be inequitable at this stage to interfere with the judgment of the learned Single Judge and deny him the benefits, which have already been extended to him under the orders of the learned Single Judge.

7. We are also informed by the learned counsel for the appellants that all retrial benefits have been paid to the

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respondent-petitioner. This also is a ground which persuades us not to embark upon any exercise to adjudicate the legality of the decision of the learned Single Judge at this belated stage.

8. Consequently, this appeal is consigned to the records. Liberty, however, stands reserve to the respondent to point out any further dues, which may be due to him, in terms of the order of learned Single Judge, which shall be accorded consideration by the Bank within a period of two weeks."

2.3 Pursuant to the liberty so reserved, the petitioner submitted a detailed representation dated 03.11.2025 (Annexure P-5). The respondent-Bank, after granting a personal hearing, passed the impugned speaking order dated 26.11.2025 (Annexure P-6), rejecting his claims.

CONTENTION

3. Learned counsel for the petitioner inter alia contended that, the learned Single Judge denied wages only for the period the petitioner was out of service "pursuant to the punishment order" i.e., the period from his dismissal (29.12.2014) up to the date of the judgment (27.06.2019) or up to the date of reinstatement as per that judgment. The period from 28.08.2019 to 18.07.2022, it is contended, was not "pursuant to the punishment order" but was solely on account of the interim stay granted at the instance of the Bank in its appeal. Since the Bank's appeal has been consigned to the records without any modification of the Single Judge's order, the Bank

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cannot take advantage of its own litigation to deprive the petitioner of his rightful wages for this period. Reliance is placed on the settled legal principle that an interim order is always subject to the final outcome of the proceedings, and a party who obtains a stay cannot claim that the period of stay should be treated as a period without wages, especially when the stay was not granted on the petitioner's application.

3.1 Further, the counsel submits that the penalty of "reduction to a lower grade immediately to the post held" does not mean reduction to the initial stage of that lower grade. The petitioner had rendered more than 23 years of service. Placing him at the initial stage of the lower grade, ignoring his past increments and seniority, effectively amounts to a double punishment and is not contemplated by the Service Regulations. The phrase "consequential benefits" in the judgment necessarily implies continuity of service for the purpose of pay-fixation within the lower grade. Moreover, the Division Bench, while disposing of the LPA, did not adjudicate the petitioner's claims on merits. The liberty specifically reserved to the petitioner to point out "any further dues" in terms of the Single Judge's order indicates that the Division Bench intended the Bank to consider these very claims. The Bank's interpretation that the Division Bench's disposal of CM-473-LPA-2023 amounts to a rejection of his claims is erroneous and contrary to the plain language of the order.

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4. Per contra, learned counsel for the respondent-Bank submits that the judgment of the learned Single Judge dated 27.06.2019 is clear and unambiguous. It denies wages for the entire period the petitioner was out of service, without creating any exception. The Bank is bound to implement the order as it is written. Further, The penalty of "reduction to a lower grade" is a major penalty under Regulation 39 of the Service Regulations. The Bank has implemented it in accordance with the Regulations by placing the petitioner at the initial stage of the lower grade. There is no provision in the Regulations for granting pay protection or stepping up of pay in such cases.

4.1 Further the , the Division Bench, while disposing of the LPA, specifically noted that "all retrial benefits have been paid" and refused to interfere. The petitioner's CM-473-LPA-2023, which raised the identical issues of pay-fixation, was not allowed. The present writ petition is, therefore, an abuse of the process of law and is barred by the principle of res judicata.

OBSERVATION & ANALYSIS

5. It transpires that the petitioner's claim for wages for the period from 28.08.2019 to 18.07.2022, though seemingly attractive at first blush, is fundamentally flawed as this court in its judgment dated 27.06.2019 (Annexure P-1) categorically and unambiguously denied wages for the entire period the petitioner remained out of service, without creating any exception for the period of interim stay granted by the Division Bench.

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Moreover, the petitioner had already raised the issue of correct pay-fixation and salary before the Division Bench in CM-473-LPA-2023, and the Division Bench, while disposing of LPA No. 1343 of 2019 on 27.10.2025 (Annexure P-4), consciously refused to grant any relief to the petitioner on this count, while specifically recording that "all retiral benefits have been paid" to the petitioner.

6. Further, it is pertinent to note that the petitioner was very much a party to LPA No. 1343 of 2019. The appeal was filed by the Bank. The petitioner, as the respondent in that appeal, had every opportunity to raise his claim for wages during the stay period and for correct pay-fixation. In fact, the petitioner went a step further. He filed a separate application, being CM-473-LPA-2023, in the pending appeal, seeking a direction to the Bank regarding "payment of correct salary". The Division Bench considered this application and disposed of it along with the main appeal. The order dated 27.10.2025, Annexure P-4, does not state that the petitioner's application was allowed. On the contrary, the Division Bench, after noting that "all retrial benefits have been paid" and that the petitioner had already superannuated, declined to interfere with the judgment of the learned Single Judge. The application filed by the petitioner (CM-473-LPA-2023) was, therefore, effectively dismissed.

7. As such, the petitioner cannot now circumvent the dismissal of his application by filing a fresh writ petition under Article 226 raising the

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identical claims. This is precisely the mischief that the doctrine of res judicata seeks to prevent. Issues which could have been raised but were not raised in a previous proceeding, and issues which were raised and decided, both operate as res judicata for subsequent proceedings between the same parties.

8. The claim for pay-fixation at a higher stage in the lower grade is equally without merit. The judgment of the learned Single Judge specifically imposed the penalty of "reduction to a lower grade" as a substitute for dismissal. The very purpose of a penalty is to impose a disadvantage on the delinquent employee. If the petitioner were to be placed in the lower grade at a stage equivalent to his past service, the penalty would be rendered illusory. He would suffer no real financial disadvantage. The phrase "consequential benefits" in the judgment refers to benefits such as continuity of service for pension, leave encashment , and seniority in the lower grade. It does not mean that the penalty of reduction itself must be neutered.

CONCLUSION

9. Admittedly, the respondent-Bank has already paid the petitioner the maximum leave encashment of Rs. 6,91,739/-. The petitioner has also been paid all other retiral benefits, including pension, calculated on the basis of his pay in the lower grade. This Court finds no error, illegality, or

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arbitrariness in the impugned order that would warrant the exercise of its extraordinary jurisdiction under Article 226 of the Constitution of India.

10. Accordingly, the writ petition is dismissed. No order as to costs.

(HARPREET SINGH BRAR)
JUDGE

11.05.2026
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Whether speaking/reasoned. : Yes/No
Whether Reportable. : Yes/No