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

\+ W.P.(C) 5108/2026, CM APPL. 25064/2026

PANKAJ KUMAR GOSWAMI .....Petitioner

Through: Ms. Pallavi Awasthi, Advocate.

versus

PUNJAB NATIONAL BANK & ORS. .....Respondents

Through: Mr. Rajesh Kumar Gautam, Ms. Likivi K. Jakhalu and Mr. Deepanjal Choudhary, Advocates for R-1.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

<u>O R D E R</u>

% 17.04.2026

1. The challenge in the present petition is to the communication dated 20th September, 2021, whereby Punjab National Bank ["*the Bank*"] cancelled the Petitioner's provisional appointment to the post of Manager (Risk), MMGS-II.

Factual Background

2. The recruitment arose out of an advertisement dated 7th September, 2020 issued for 535 Specialist Officer posts, including 160 posts of Manager (Risk). For the said post, the advertisement prescribed, apart from educational qualifications, a minimum of one year of post-qualification experience in "*Banks/PSU/Corporate High Value Credit/NBFC*". The note

appended to the eligibility conditions further stipulated that such experience had to be "*post qualification in the relevant field, Full time, & as a permanent employee*".

3. The Petitioner applied for the said post, appeared in the online examination, and was provisionally shortlisted for interview by e-mail dated 22nd January, 2021. Thereafter, he received an offer of appointment dated 5th March, 2021. The said offer expressly stipulated that the appointment was provisional and remained subject, *inter alia*, to fulfilment of the eligibility criteria under the Bank's notification dated 7th September, 2020, and submission of "*valid educational and professional qualification certificates as specified in your application and requisite experience certificate (wherever applicable), acceptable to the bank*". The offer further required the Petitioner to report at the Punjab National Bank Staff Training College, Noida on 30th March, 2021 for completing joining formalities. Acting on the offer, the Petitioner resigned from his then employment with Randstad India Pvt. Ltd. on 10th March, 2021 and was relieved on 22nd March, 2021.

4. On 23rd April, 2021, the Bank wrote to the Petitioner stating that his appointment was provisional and that, on scrutiny, two aspects were noted. First, the Bank recorded that at the time of interview the Petitioner had submitted an "*M.B.A. certificate (without any specialization)*". Second, it recorded that, in support of work experience, the Petitioner had submitted an experience certificate from Randstad India Pvt. Ltd., described in the communication as a "*placement agency*". The Petitioner was called upon to furnish documents within fifteen days to satisfy the Bank that he possessed the essential educational qualification and the necessary post-qualification work experience for the post. The said communication reads as under:

"Date:-23-04-2021

REGISTERED/SPEED POST

2201000008
MR. PANKAJ KUMAR GOSWAMI
S/O MR. SATYANARAYAN GOSWAMI
VPO RAGHUNATHGARH
TEH SIKAR
SIKAR
RAJASTHAN - 332037
pankaj.goswami66@gmail.com
Sir/Madam,

Reg.: Your appointment for the post of Manager (Risk) in MMG Scale-II

This is in reference to our letter dated 05.03.2021 on the captioned subject, vide which you were informed about your provisional selection for the post of Manager (Risk) in our Bank in response to your application, subsequent written test and interview on the terms and conditions mentioned therein.

It was mentioned in the offer letter dated 05.03.2021 that your appointment is provisional subject to meeting, inter alia, the following criterion apart from other terms and conditions mentioned therein:

a) Meeting the eligibility criteria as prescribed under Bank's notification dated 07.09.2020.

b) Submission of required valid educational and professional qualification certificates as specified in your application and require experience certificate (wherever applicable), acceptable to the Bank.

In this regard, it is observed that:

Essential educational qualification for the post of Manager (Risk) was prescribed as Bachelor/Master in Math/Statistics/Economics/ or FRM/PRM/DITRM/MBA (Finance)/CA/ICWA/CFA/PGDFM of 60% in aggregate as per the advertisement/notification dated 07.09.2020.

However, at the time of interview in support of minimum educational qualification, the following documents have been submitted by you:

• M.B.A. Certificate (without any specialization)

Essential Post qualification work experience & other stipulations for the post of Manager (Risk) were prescribed as Minimum 1 year of post-qualification experience in Banks/PSU/Corporate High Value Credit/NBFC in related field as per the advertisement/notification dated 07.09.2020.

However, at the time of interview in support of minimum post *qualification work experience, the following documents have been submitted:*

• Experience certificate from Randstad India Pvt Ltd (Placement agency)

On scrutiny of documents submitted by you, it is observed that you have pursued MBA (without any specialization) which does not meet/support minimum desired educational qualification for the captioned post. Also the post qualification work experience does not meet/support the desired work experience in the relevant field.

As such you are advised to submit copies of necessary documents/certificates to satisfy the Bank that you possess necessary essential educational qualifications and necessary post qualification work experience as notified for the post of Manager (Risk) as per advertisement within 15 days of receipt of this letter in order to consider your candidature.

You are advised to take note that if we do not receive the desired documents/certificates establishing your minimum educational qualification and post qualification work experience required for confirming your eligibility for the post of Manager (Risk) within 15 days from the date of this letter, your candidature will be cancelled without any further notice to you."

5. The Petitioner responded by e-mail dated 6th May, 2021 and again on 25th May, 2021, forwarding his educational and work-experience documents. These included a course completion certificate stating that he had completed a two-year full-time MBA with specialization in Finance; a certificate from HDFC Asset Management Company Limited stating that he was an employee of Randstad India Pvt. Ltd. deputed to HDFC Asset Management Company Ltd.; and a Randstad certificate stating that he was working with Randstad and was deputed to HDFC Asset Management Company Limited in the capacity of Resident Manager. The Randstad certificate also described the duties handled by him.

6. The matter thereafter culminated in the impugned communication dated 20th September, 2021. The said communication refers to the provisional offer dated 5th March, 2021, reiterates that the appointment was

subject to fulfilment of the eligibility criteria under the notification dated 7th September, 2020, and records that, upon consideration of the documents produced by the Petitioner, his post-qualification work experience did not meet the prescribed criteria for the post of Manager (Risk). On that basis, the offer of appointment was cancelled. The said communication reads as follows:

"Date: 20-09-2021

<u>REGISTERED/SPEED POST</u>

ROLL No. 2201000008
MR. PANKAJ KUMAR GOSWAMI
S/O SH. SATYANARAYAN GOSWAMI
VPO RAGHUNATHGARH
SIKAR
RAJASTHAN-332037

Madam/Sir,

<u>Reg.: Your selection for the post of MANAGER (RISK).in MMGS-11</u>

This is in reference to our offer of appointment letter dated 05.03.2021 on the captioned subject, vide which you were informed about your provisional selection for the post of MANAGER (RISK) in our Bank. It was specifically mentioned under clause f(i) of offer of appointment that your appointment is provisional subject to meeting the eligibility criteria as prescribed under Bank's notification dated 07.09.2020 for the post offered.

On perusing the documents produced by you, It has been observed that your Post qualification work experience does not meet/support the requisite Post qualification work experience criteria as prescribed in advertisement dated 07-09-2020, for the post of MANAGER (RISK).

It has therefore been decided to cancel the offer of appointement dated 05-03-2021 issued to vou. Please note that no further correspondence in this regard shall be entertained by the Bank

Thanking You" [SIC]

7. The Petitioner had earlier approached this Court by way of W.P.(C) 14233/2021. The said petition was withdrawn on 5th December, 2025 with liberty to file afresh with better particulars and after impleading the necessary parties.

Petitioner's contentions

8. In support of the petition, Ms. Pallavi Awasthi, counsel for the Petitioner, makes the following submissions:

8.1. The Bank's action of cancelling the Petitioner's candidature and appointment is arbitrary, unreasonable, and contrary to law. The Petitioner possesses the requisite post-qualification experience in the domain of risk analysis while working with HDFC Asset Management Company Limited, and therefore, the Bank's conclusion that he lacks the requisite experience is factually incorrect and legally unsustainable.

8.2. The impugned communication dated 20th September, 2021 is non-speaking and vague, as it does not disclose any reasons as to how the Petitioner's experience fails to meet the prescribed criteria.

8.3. The Petitioner was permitted to participate in the entire selection process and was issued an appointment letter after due verification of his documents. Acting on the said offer, he resigned from his previous employment. The Petitioner had a legitimate expectation of appointment, and the subsequent cancellation has caused grave and irreversible prejudice, as he has lost his prior employment and alternative opportunities. In this regard, reliance is placed on ***GNCTD of Delhi & Ors. v. Naresh Kumar***[1].

8.4. Similarly situated candidates, possessing comparable experience, have been granted appointment, rendering the impugned action discriminatory and violative of Articles 14 and 16 of the Constitution of India.

8.5. Reliance placed by the Bank on ***Vikrant Singh Gangwar v. Punjab National Bank & Anr.***[2] is misplaced, as the said case turned on absence of

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[1] W.P.(C) No. 4769/2010.

[2] LPA 458/2021 (decided on 16th August, 2022).

requisite experience in the relevant field, whereas the Petitioner possesses the requisite experience.

8.6. A substantial number of vacancies in the post of Manager (Risk) continue to remain unfilled, and therefore, no prejudice would be caused to the Bank if the Petitioner is granted appointment.

Respondents' contentions

9. On the other hand, Mr. Rajesh Kumar Gautam, counsel for the Bank, controverts the above contentions and submits as follows:

9.1. The Petitioner does not fulfil the prescribed eligibility criteria, inasmuch as his post-qualification work experience does not meet the requirements stipulated in the recruitment notification. The advertisement clearly required that a candidate must possess post-qualification work experience in Banks/PSU/Corporate High Value Credit/NBFC, in the relevant field.

9.2. The experience certificate relied upon by the Petitioner indicates that he was an employee of Randstad India Private Limited, which is a placement agency, and not of any Bank, PSU, or NBFC. His engagement with HDFC Asset Management Company Limited was only by way of deputation/placement through the said agency. In such circumstances, the Petitioner's work profile during such deployment cannot be treated as satisfying the requirement of post-qualification experience in the relevant field, as contemplated under the recruitment notification.

9.3. The determination as to whether a candidate meets the prescribed qualifications and experience is within the domain of the employer. Reliance is placed on ***Vikrant Singh Gangwar*** to contend that the Court cannot substitute its own view for that of the Bank in such matters. Unless the decision of the employer is shown to be perverse or wholly arbitrary, the Court ought not to interfere, and the assessment of eligibility must be left to the discretion of the Bank.

Analysis

10. The Court has considered the aforenoted contentions. The impugned cancellation order does not proceed on the footing that the Petitioner lacked the requisite educational qualification. It proceeds solely on the ground that he did not possess the prescribed post-qualification experience. Once that is so, the petition can succeed only if the material placed on record unmistakably satisfies the experience criterion, or if the Bank's contrary conclusion is shown to be perverse, irrational, or unsupported by the record. The controversy, therefore, turns substantially on the terms of the recruitment notice, the relevant portion of which is extracted hereunder:

Post Code	Post	Age as on 01/07/2020	Educational Qualifications as on opening date of On-line Registration	Post Qualification Work Experience & Other stipulations as on opening date of On-line Registration
01	Manager - Risk	Min – 25 years Max – 35 years	**Essential:**-Bachelor/Masters in Math/ Statistics/ Economics/ or FRM/ PRM/ DTIRM/ MBA (Finance)*/ CA/ ICWA/ CFA/ PGPBF minimum of 60% in aggregate. **Desirable:-** 1.Certificate Examination in Risk in Financial Service, IIBF 2.Certification Course in Risk Management, NIBM	Minimum 1 year of post-qualification experience in Banks/PSU/Corporate High Value Credit/ NBFC.

11. The Petitioner's own documents do not show that he was appointed by HDFC Asset Management Company Ltd. in its own cadre, or that he held a regular position in a Bank, PSU, corporate high value credit institution, or NBFC in the manner contemplated by the advertisement. Instead, reliance is placed on a certificate issued by Randstad India Pvt. Ltd., which records that

the Petitioner was its employee and was deputed to HDFC Asset Management Company Ltd. The certificate issued by Randstad India Pvt. Ltd. is reproduced below for ease of reference:

> ***"To whomsoever it may concern***
>
> *This is to certify that* ***Mr. Pankaj Kumar Goswami*** *was working with Randstad India Private Limited and was deputed to HDFC Asset Management Company Limited in the capacity of Resident Manager and was based out at Ajmer location.*
>
> *Please be advised of the following regarding the employment of Mr. Pankaj Kumar Goswami at Randstad India Private Limited.*
>
> *Period of Employment: February 27, 2018 to March 22, 2021*
>
> *The key responsibilities handled are:*
> *• To develop and increase market share through distribution network i.e. through IFA's, National distributors, regional distributors and banks to acquire new investors*
> *• Acquiring corporate clients / non-individual clients*
> *• Analysing and conceptualizing information and market situations through risk analysis etc.*
> *• Provide information about HDFC MF schemes & promote HDFC MF schemes*
> *• Provide information on special promotions / New Mutual Fund offerings*
> *• Convey distributor requests for information or servicing requirements to Branch Manager*
> *• Organize events/sessions for distributors*
>
> *Should you require any additional information, please get in touch with karuna.shinde@randstad.in.*
>
> *With best regards,*
> *For* ***Randstad India Pvt Ltd.****,*
> *Sd/-*
> ***Authorized Signature****"*

12. The aforenoted certificate states in express terms that the Petitioner was "*working with Randstad India Private Limited*" who was "*deputed*" to HDFC Asset Management Company Limited. The relieving letter also

shows that the Petitioner's employer was Randstad India Private Limited. The record, therefore, does not establish direct employment with HDFC Asset Management Company Ltd.; rather, it reflects an outsourced deployment through a staffing agency.

13. The Petitioner may be right in pointing out that the certificate attributes to him certain functions, including "*analysing and conceptualizing information and market situations through risk analysis etc.*" However, that by itself is not determinative. Recruitment law does not proceed on isolated expressions extracted from a certificate, but on whether the employer could reasonably regard the candidate's overall engagement as satisfying the eligibility conditions as framed. The description in the certificate reflects a role centred around distribution networks, client acquisition, promotion of mutual fund schemes, and related functions. The reference to "*risk analysis*" appears in that context and does not compel the Bank to treat such engagement as equivalent to the prescribed experience for the post of Manager (Risk).

14. This Court is not sitting in appeal over the recruitment process. The essential qualifications for appointment to a post are for the employer to determine, having regard to the nature of duties and the needs of the institution. The Court cannot lay down conditions of eligibility, nor can it undertake an interpretive re-writing of the recruitment notice to treat what does not strictly meet the prescribed criteria as "*equivalent*". Where the terms of the advertisement are clear, the Court cannot sit in judgment over them or substitute its own assessment for that of the employer. In the absence of ambiguity or illegality in the prescription itself, it is not open to the Court, in the exercise of judicial review, to assume the role of the

appointing authority and decide what should be treated as sufficient experience. These principles stand authoritatively stated in ***Maharashtra Public Service Commission v. Sandeep Shriram Warade***[3].

15. The decision of the Division Bench of this Court in ***Vikrant Singh Gangwar*** also supports this approach. In that case, the Court upheld the cancellation of a provisional appointment to the same post on the ground that the candidate did not satisfy the prescribed requirement of experience in the "*relevant field*". The Division Bench, upon consideration of the record, declined to interfere with the Bank's assessment of the candidate's work profile and its conclusion regarding ineligibility. The decision thus affirms that the evaluation of whether the nature of experience meets the recruitment criteria lies primarily with the employer, and interference is not warranted unless the decision is shown to be arbitrary or without basis. The distinction sought to be drawn by the Petitioner does not materially detract from the applicability of this principle.

16. The plea that the impugned communication is non-speaking does not merit acceptance. While the order is brief, it clearly records the basis of cancellation, namely that the Petitioner's post-qualification work experience does not meet the prescribed criteria. In the context of a recruitment decision, such articulation cannot be said to be so deficient as to warrant interference.

17. The contention regarding discrimination, based on alleged appointment of similarly situated candidates, is also unsubstantiated. No specific material has been placed on record to demonstrate that candidates with identical qualifications and experience, particularly those deployed

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[3] (2019) 6 SCC 362.

through staffing agencies in a similar manner, were treated differently.

18. The plea of legitimate expectation also does not carry the Petitioner any further. The doctrine has a recognised field, but it cannot operate contrary to the express terms governing the appointment. The offer of appointment in the present case was expressly provisional and subject to fulfilment of the prescribed eligibility criteria and submission of documents acceptable to the Bank. Where the offer itself makes the appointment conditional upon verification, no enforceable right arises merely because the candidate was permitted to participate in the selection process or was issued a provisional offer. It is well settled that inclusion in a select list, or even selection, does not confer any indefeasible right to appointment. In ***Shankarsan Dash v. Union of India***[4], the Supreme Court held that even where vacancies exist and candidates are found suitable, no such right accrues. Further, the doctrine of legitimate expectation cannot override clear stipulations governing recruitment, nor can it be invoked to compel a decision contrary to the governing conditions. In the present case, the express terms of the offer itself negate any such expectation. The doctrine does not fetter the decision-maker where the governing framework justifies the action taken, and judicial review is confined to examining whether such action is arbitrary or irrational.[5]

19. The submission regarding availability of vacancies also does not advance the Petitioner's case. The existence of vacancies cannot justify appointment of a candidate who does not satisfy the prescribed eligibility conditions.

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[4] (1991) 3 SCC 47.

[5] See: ***Punjab Communications Ltd. v. Union of India*** (1999) 4 SCC 727.

20. This Court does not understate the prejudice suffered by the Petitioner, who resigned from his earlier employment upon receipt of the provisional offer. That consequence is unfortunate. However, hardship by itself cannot compel the Court to direct appointment contrary to the recruitment conditions. At the same time, it is clarified that this order will not preclude the Petitioner from pursuing such remedies as may be available in law for any alleged loss or damage arising from the events in question, if so advised.

21. There is also no procedural unfairness warranting interference. The Bank did not cancel the offer without notice. By its communication dated 23rd April, 2021, it pointed out the perceived deficiencies, granted an opportunity to furnish supporting documents, and thereafter took a decision upon consideration of the material placed on record.

22. For the aforesaid reasons, this Court finds no ground to interfere with the impugned communication dated 20th September, 2021. The Bank's conclusion that the Petitioner did not satisfy the prescribed post-qualification experience requirement cannot be said to be arbitrary, perverse, or unsupported by the record.

23. The writ petition is accordingly dismissed, along with pending applications.

SANJEEV NARULA, J

APRIL 17, 2026
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