



2026:DHC:2102



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

% *Reserved on: 08th January, 2026*
Pronounced on: 13th March, 2026

+ **RFA 976/2025 & CM APPL. 21122-24/2024**

PANKAJ VAID

S/o Sh. H.K. Vaid,
R/o 488, Jheel Khuranja

.....Appellant

Through: Mr. Ayush Negi, Advocate

versus

1. ICICI BANK LIMITED

ICICI Bank Tower,
Bandra Kurla Complex,
Mumbai-400051
Through its managing director

2. THE ASSISTANT GENERAL MANAGER,

Human Resource Management Group,
ICICI Bank Limited,
ICICI Bank Towed, Bandra Kurla Complex,
Mumbai

.....Respondents

Through: Dr. M. Y. Khan, Advocate

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

CM APPL. 21123/2024:

1. An Application under Section 5 of Limitation Act, has been filed seeking condonation of delay of 168 days, in filing the present Appeal.
2. For the reasons stated in the Application, delay is condoned.

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3. The Application stands disposed of.

CM APPL. 21124/2024:

4. Application under Section 5 of Limitation Act has been filed seeking condonation of delay of 40 days, in re-filing the present Appeal.

5. For the reasons stated in the Application, delay is condoned.

6. The Application stands disposed of.

RFA 976/2025, CM APPL. 21122/2024:

7. Regular First Appeal under Order XLI read with Section 96 of the Code of Civil Procedure, 1908 (*hereinafter referred to as 'CPC'*) has been filed by the Appellant/Plaintiff against the Judgment and Decree dated 20.05.2023, whereby the *Suit of the Plaintiff has been partially decreed for Rs.35,000/- along with interest @ 6% per annum from 07.07.2009 until realization as salary for the month of June, 2009, while his other reliefs for damages and reinstatement, were dismissed.*

8. The Appellant/Plaintiff filed a Civil Suit CS (OS) No. 1644/2011 for recovery of damages in the sum of Rs.50,00,000/- for loss of his salary *vis-à-vis* future employment and Rs.20,00,000/- for mental suffering on account of arbitrary termination of his job.

9. ***Briefly stated***, the Plaintiff/Appellant having the qualification of B.E. (Electronics), was given a Letter of Appointment dated 29.10.2007 by the Respondent/Defendant Bank as Manager (I), in the office of Respondent Bank at Videocon Tower in Credit Card Collection Division.

10. The Appellant was assigned the job to supervise the collection Agencies deputed by the Defendant Bank, in respect of collection of dues relating to credit cards. In June, 2008, he was moved to Vintage Team (360 days delinquency).



11. On 07.05.2009, he was promoted to the post of Area Manager, in recognition of his hard work with the Bank, reflecting that he was getting promotions on account of his sincerity, honesty and hard work.

12. However, merely after one month of getting promotion, the Plaintiff noticed that he has not received the salary for the month of June, 2009 in his bank account. He made queries from the Regional Debt Manager and other senior officials *vis-à-vis* non-payment of his salary in June, 2009 but did not get any satisfactory reply.

13. Shockingly, he received a Termination Letter on 07.07.2009 indicating that his services stand terminated w.e.f. 05.06.2009, in terms of Letter of Appointment dated 29.10.2007. The Plaintiff claimed that as per the Letter of Appointment dated 29.10.2007, his services could be terminated only in the following conditions:-

“a. Any breach of the conditions mentioned in this letter on the part of the Plaintiff;

b. On furnishing any incorrect information by him;

c. On suppression of any material information by him.”

14. The Plaintiff asserted that the Termination Letter dated 05.06.2009, did not assign any reason for termination of his services, which reflects that the Bank has acted arbitrarily, unethically and in a high-ended and unfair manner. The Plaintiff claimed that he had been performing his work/service for the entire month of June, 2009 and his Termination Letter though dated 05.06.2009, had been communicated to him only on 07.07.2009. The Termination Letter dated 05.06.2009, is therefore, termed as illegal and arbitrary.

15. The Appellant served a Legal Notice dated 22.06.2010 on the Defendant Bank, for recalling the termination and to pay compensation of



Rs.20,00,000/-. However, the bank failed to respond to it.

16. The Plaintiff claimed that he suffered mental injury, because of the illegal act of the Defendant Bank. He, asserted that if for technical reasons, he cannot be reinstated in his job, he in the alternative, may be compensated for the losses, which he would face because of losing his salary, for his entire life.

17. Additionally, the Appellant stated that he has suffered a job stigma on his future prospects of employment and is likely face great difficulty in getting another employment, on account of termination of his service by the Defendant Bank.

18. The Plaintiff, thus filed the Suit for setting aside the Termination Order dated 05.06.2009, as being arbitrary and claimed compensation in the sum of Rs.50,00,000/- for loss of his salary in terms of future employment in coming years and Rs.20,00,000/- for mental suffering on account of arbitrary termination of his job.

19. The Defendant/Respondent in its Written Statement, asserted that the Plaintiff was terminated in terms of the Appointment Letter dated 29.10.2007, which provided that:

“...after confirmation, your services would be terminated at any time by giving 90 days’ Notice or on payment of an amount equivalent to 90 days’ gross salary in lieu of the Notice period.”

20. The Plaintiff was accordingly, given a cheque of Rs.99,634/- equivalent to 90 days gross salary at the time of termination from his employment, which was duly encashed by him. Now, it is out of greed that he is claiming the relief of reinstatement and compensation.

21. All the averments made in the Plaint were denied. It is, therefore,



submitted that the Suit was liable to be rejected.

22. *The Plaintiff in the Replication*, reaffirmed his assertions, as made in the Plaint.

23. The Issues were framed on the pleadings on 30.05.2012, as under:-

“1. Whether in terms of appointment letter dated 29.10.2007, it was obligatory upon the Employer / Bank to assign reason before terminating the services of the plaintiff?”

2. Whether the respondent bank has acted in a highly arbitrary manner, by terminating the services of plaintiff, who was a confirmed employee and was working to the full satisfaction of his employer?”

3. Whether the respondent bank has acted in an unjust and unfair manner, while terminating the services of plaintiff w.e.f 05.06.2009 and communicating the same to the plaintiff on 07.07.2009 and taking full work from him during all the period despite his termination from the services on 05.06.2009?”

4. Whether the termination order dated 05.06.2009 has been passed in highly arbitrary manner without assigning any reason and the defendant bank has acted in a high handed and unfair manner with the plaintiff?”

5. Whether the termination order dated 05.06.2009 is illegal and liable to be set aside?”

6. Whether the plaintiff is entitled to received compensation from the defendant bank for the mental agony, humiliation and financial losses suffered by him on account of highly arbitrary, unjust and unfair act of defendant bank by illegal terminating his services?”

24. The ***Plaintiff*** examined himself as PW1 in support of his assertions.

25. The ***Defendant/Respondent***, though Affidavit of DW1 Meghana Rao, Chief Manager, (HR) was filed, *but no witness was examined by the Defendant Bank.*

26. The ***Ld. District Judge*** on appreciation of the evidence, concluded that the termination of the Plaintiff was in terms of the Appointment Letter dated 29.10.2007 and he was given 03 months' salary in lieu of the Notice



period; **the termination was held to be valid.** However, it was concluded that the Termination Letter was communicated to the Plaintiff on 07.07.2009, while he had continued to work with the Bank for the month of June, 2009. Consequently, salary of one month, i.e. Rs.35,000/- along with interest @ 6% p.a. was granted, from 07.07.2009 till the date of realization.

27. *Aggrieved by the denial of relief of Reinstatement, Compensation and Damages, the Plaintiff has filed the present Appeal.*

28. The **grounds of challenge** are that the learned Trial Court on one hand, observed that the Termination Letter did not disclose any ground for termination of service of the Appellant, but on the other hand, held the termination to be in terms of the Appointment Letter. Further, the learned Trial Court came to the conclusion that once the cheque given in lieu of Notice period, was encashed by the Appellant, which was the mode of termination of the service provided in the Appointment Letter, he cannot challenge his termination. It has been ignored that there has been no reason given for the termination of the Appellant/Plaintiff, which was mandatory as per the Appointment Letter.

29. It is prayed that the impugned judgment denying the Appellant/Plaintiff *relief of reinstatement/damages for mental injury and loss of his salary in terms of future employment in coming years*, be set aside and appropriate Relief be granted.

Submissions heard and record perused.

30. Admittedly, the Plaintiff was appointed as Manager (1) in the Credit Card Collection Division at the Defendant Bank vide Appointment Letter dated 29.10.2007 Ex. PW1/A. It provided that, he could be terminated during the probation period by the Bank without assigning any reason and



without giving any Notice. However, after confirmation, his service was liable to be terminated by the Bank by giving him 90 days' Notice or on payment of an amount equivalent to 90 days gross salary, in lieu of Notice period.

31. It is not in dispute that the Plaintiff received Termination Letter on 07.07.2009 though, it was dated 05.06.2009 along with a cheque of Rs.99,634/-, towards 03 months' salary, in lieu of the Notice of 90 days. Admittedly, this cheque was encashed by the Plaintiff. Once, he himself had accepted the termination and encashed the cheque in lieu of the Notice period, he cannot assert that his termination was not in terms of the appointment.

32. The Ld. District Judge, thus, rightly concluded that by accepting and encashing the cheque, he was left with no ground to subsequently question the grounds of termination. Therefore, the Suit of the Plaintiff denying him reinstatement and compensation as claimed, has rightly been dismissed while granting him salary @ Rs.35,000/- along with 6% interest for the month of June, 2009, during which he had worked, since the Letter of Termination was served upon him later on 07.07.2009.

33. There is no merit in the present Appeal, which is hereby, dismissed along with pending Application(s), if any.

34. The Appeal is accordingly **Dismissed**.

(NEENA BANSAL KRISHNA)
JUDGE

MARCH 13, 2026

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