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

% ***Reserved on: 10th August, 2026***

Pronounced on: 17th November, 2026

Uploaded on: 17th November, 2026

 # CNR No : DLHC011841792014

\+ **W.P.(C) 6822/2014**

S. K. ANAND,
S/o Late Shri Raghubar Dayal,
H.No.10, Road No.18,
East Punjabi Bagh, Delhi. .....Petitioner

Through: Ms. Rupeeka Panwar, Mr. Vaibhav Kadyan and Mr. Vishal Chaubey, Advocates.

versus

ORIENTAL INSURANCE COMPANY LTD.
Through Chairman & Managing Director,
A-25/27, Asaf Ali Road, New Delhi. .....Respondent

Through: Mr. Rahul Ranjan Verma and Mr. Vivek Sinha, Advocates.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

1. Writ Petition under Article 226 read with Article 311 of the Constitution of India has been filed on behalf of the Petitioner, Sh. S.K. Anand, seeking issuance of a Writ of Certiorari, Mandamus or any other appropriate Writ, Order or direction for quashing: (i) the Order dated 19.07.2011 of the Appointing Authority, Sh. C.S. Tandon, Deputy General Manager, ***imposing on him the penalty of demotion*** from Assistant Manager (Scale-II) to Administrative Officer (Scale-I); (ii) the Order dated 16.04.2012 of the Appellate Authority, Sh. H.G. Rokade, General Manager,

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dismissing his Appeal; and (iii) the Order dated 25.02.2013 of the Chairman-cum-Managing Director, Dr. A.K. Saxena, ***rejecting his Memorial.*** The Petitioner has also sought a direction to restore him to the post of Assistant Manager (Scale-II), and to restore his salary from the date on which it was reduced, along with compensatory costs.

2. The ***brief facts*** are that the Petitioner joined the Respondent Company, a nationalised insurance company whose ownership, control and management vest in the Government of India under the General Insurance Business (Nationalisation) Act, 1972, as an Assistant in the year 1979. He was promoted as Stenographer in 1982, as Assistant Administrative Officer in 1997 and as Administrative Officer in 2002. In 2004, he was re-designated as Assistant Manager (Scale-II).

3. On Friday, 02.03.2001, while the Petitioner was posted as Assistant Administrative Officer at the Branch Office, Karampura, New Delhi, he issued Cover Note No. 010401 at about 2.15 p.m., from the office Cover Note Book No. 417. The Cover Note granted comprehensive insurance to a Bus bearing No. DL-1PA-5299, owned by Sh. Sukhbir Singh, for one year, from 02.03.2001 to 01.03.2002. The premium of Rs. 15,359/- was paid by cheque. The business was booked under Agency Code No. 4334 of Ms. Seema Arora, an agent attached to the Development Officer, Sh. Rajneesh Kapoor. The credit for the business thus went to the agent, Ms. Seema Arora, and to the Development Officer, Sh. Rajneesh Kapoor, under whom she worked.

4. On the next day, Saturday, 03.03.2001, at about 01.50 p.m., the Bus met with an accident in which a child died, resulting in the registration of the **FIR No.28/2001**, on the same day.

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5. Since 03.03.2001 and 04.03.2001 were Saturday and Sunday, the office reopened on Monday, 05.03.2001. On that day, the premium cheque was accounted for vide Collection No.13263, and the Cover Note was underwritten.

6. The parents of the deceased child filed a *MACT Case No.290/01, Naresh v. Pradeep, before the Motor Accident Claims Tribunal,* in which the Respondent Company was impleaded as the Insurer of the bus. The Motor Accident Claims Tribunal, *vide* Award dated 15.05.2004, awarded compensation of Rs.1,00,000/- with interest @9% per annum from 24.09.2001, against the Respondent Company. The Respondent Company satisfied the Award, on 29.07.2004.

7. Since the accident had occurred within five days of the insurance, the claim was treated by the Respondent Company as a ***"close proximity"*** claim. The Regional Office deputed Sh. A.D. Dwivedi, Investigator, to investigate it.

8. Sh. A.D. Dwivedi, Investigator, submitted his Report dated 18.06.2004, finding that there was "*no discrepancy, whatsoever of any nature in the issuance of the documents"*.

9. In the year 2005, ***Sh. S.K. Gaba, Vigilance Officer***, Regional Office-I, New Delhi, investigated the issuance of the Cover Note. He recorded the statements of various employees, including Sh. S. Trivedi, the then Senior Branch Manager, on 08.11.2005, and Sh. Rajneesh Kapoor, Development Officer, on 11.11.2005. In his Report dated 19.12.2005, he concluded that the Cover Note had in fact been issued on Monday, 05.03.2001, after the accident, but was shown as issued on Friday, 02.03.2001, i.e. before the accident, so as to bring the accident within the insurance cover.

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10. On the basis of the Vigilance Report, ***Sh. Ram Niwas, Regional Manager & Disciplinary Authority***, issued a Charge-Sheet dated 01.05.2006 to the Petitioner, under Rule 25 of the General Insurance (Conduct, Discipline and Appeal) Rules, 1975 *(hereinafter referred to as the "CDA Rules")*, which was served on the Petitioner, on 08.05.2006.

11. The Charge-Sheet contained **three Articles of Charge**:

> *(i) that the Petitioner had dishonestly granted insurance to an already accidented vehicle, by ante-dating Cover Note No. 010401 to 02.03.2001, though it was actually issued after the accident (Charge No.1);*
>
> *(ii) that he had allowed 20% No Claim Bonus (hereinafter referred to as "NCB") without obtaining the previous insurance details (Charge No.2); and*
>
> *(iii) that he was running a dummy Agency in the name of Ms. Seema Arora (Charge No.3).*

12. The Petitioner, in his Reply dated 18.05.2006, pointed out that the date of the accident had been wrongly mentioned in the Articles of Charge as 03.03.2002. The Disciplinary Authority corrected it to 03.03.2001 *vide* Corrigendum dated 29.05.2006.

13. The Petitioner then, filed his Statement of Defence dated 28.06.2006, denying all three charges.

14. *Ms. Neeta Kumar, Manager*, was appointed as the Inquiry Officer on 17.06.2006. She was replaced by *Sh. N.K. Sahni, Deputy Manager,* on 25.04.2007, who in turn was replaced by *Sh. V.K. Parikh, Manager*, on 15.04.2009. *Sh. Kuldeep Singh, Assistant Manager*, was appointed as the Presenting Officer on 17.07.2006, and was succeeded by *Sh. S.S. Yadav* on 14.01.2008.

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15. The inquiry commenced with the preliminary hearing on 03.07.2007, at which the Petitioner denied the charges.

16. The Management examined only Sh. S.K. Gaba, Vigilance Officer, who deposed in support of his Report, and was cross-examined on behalf of the Petitioner. The documents listed with the Charge-Sheet were admitted as PD-1 to PD-15. The original underwriting docket of the Cover Note was not produced, the Branch Office having reported vide letter dated 03.02.2003 that it was not available.

17. The Petitioner examined **DW-1, Sh. Rakesh Kumar**, the then Motor Underwriter of the Branch and **DW-2 Sh. Rajeev Chopra**, the then Cashier**.** The Petitioner however, did not depose as a witness, in support of his defence. The evidence was concluded on 25.11.2009, after which both sides filed their written briefs.

18. Sh. V.K. Parikh, Inquiry Officer, submitted his Report dated 12.10.2010, wherein ***Charge No.1 and Charge No.2 were held not proved,*** giving the Petitioner the benefit of the doubt. ***Charge No.3, of running a Dummy Agency, was held proved***. The reasoning was that the Petitioner had booked business from the office Cover Note Book, which was meant for direct clients, under the codes of Sh. Rajneesh Kapoor and Ms. Seema Arora, without any explanation. In the concluding part of the Report, the Inquiry Officer further observed that the Petitioner, being in a supervisory capacity, had failed to ensure compliance with the laid down procedures of the Respondent Company, and had thereby failed to maintain devotion to duty.

19. The Disciplinary Authority, Ms. Rita Singh, Regional Manager, forwarded the Inquiry Report to the Petitioner vide letter dated 06.12.2010,

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seeking his representation against the findings of the Inquiry Officer within fifteen days. The Petitioner received it on 09.12.2010.

20. The Petitioner objected that he had not been given a certified copy of the Inquiry Report, and questioned the authority of Ms. Rita Singh, Regional Manager, to act as the Disciplinary Authority. After an exchange of letters, he was allowed to inspect the original Inquiry Report. **He submitted his Representation dated 16.02.2011.**

21. The Disciplinary Authority, Ms. Rita Singh, Regional Manager, ***did not pass any Order***. Instead, the matter was placed before the Appointing Authority, Sh. C.S. Tandon, Deputy General Manager, an authority higher than the Disciplinary Authority. By Order dated 19.07.2011, ***he held the Petitioner guilty of all the three charges, and imposed the penalty of demotion to the cadre of Administrative Officer (Scale-I).*** *As a consequence, the basic pay of the Petitioner was brought down to Rs.32,640/-, the ceiling of that scale.*

22. The Petitioner filed an Appeal dated 07.10.2011 under Rule 31 of the CDA Rules. The Appellate Authority, Sh. H.G. Rokade, General Manager, *dismissed it vide* Order dated 16.04.2012. Though the Appointing Authority had held the Petitioner guilty of all three charges, the Appellate Authority examined only Charge No. 3. He observed that the insured had placed the business directly in the office, but it was booked under the Agency Code of Ms. Seema Arora, and held the penalty to be commensurate with "the charge proved".

23. The Petitioner then submitted a Memorial dated 26.07.2012, under Rule 40 of the CDA Rules. The Chairman-cum-Managing Director, Dr.A.K. Saxena, ***rejected the Memorial vide*** Order dated 25.02.2013, which the

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Petitioner received on 08.05.2013.

24. **The Petitioner filed W.P.(C) 2531/2014**, on 14.04.2014, assailing only the Order dated 19.07.2011 whereby he was held guilty of the charges *and* ***the penalty of demotion, was*** *imposed*. On the objection of the Respondent Company that this Order had merged in the Order dated 25.02.2013, he withdrew the Petition on 18.09.2014, with liberty to file a substantive Writ Petition against all three Orders. Hence, the present Writ Petition, has been filed.

25. The ***grounds of challenge*** are that the Appointing Authority, Sh. C.S. Tandon, Deputy General Manager, held the Petitioner guilty of all three Charges, though the Inquiry Officer had found only Charge No. 3 proved. He did so without informing the Petitioner that he proposed to differ from the findings of the Inquiry Officer, and without giving him any opportunity to meet the grounds of such disagreement.

26. That the finding on ***Charge No. 3*** rests on no evidence. Ms. Seema Arora, whose licence was renewed even after the Petitioner had left the Branch, was a genuine Agent working under Sh. Rajneesh Kapoor. Neither of them was examined, and the Presenting Officer never pursued this Charge.

27. That the Appellate Authority, Sh. H.G. Rokade, General Manager, upheld for one Charge the very penalty that had been imposed for three Charges. The Chairman-cum-Managing Director, Dr. A.K. Saxena, justified the penalty on reasoning relating to a Charge on which the Petitioner stood exonerated.

28. The **Respondent Company, in its Counter Affidavit,** has contended that the Petitioner held no civil post and cannot invoke Article 311 of the

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Constitution of India. This Court, in exercise of Writ jurisdiction, cannot reappreciate the evidence, so long as there is some evidence, to support the findings. Reliance has been placed on, *Union of India v. H.C. Goel*, AIR 1964 SC 364; *Surya Dev Rai v. Ram Chander Rai*, (2003) 6 SCC 675; *Apparel Export Promotion Council v. A.K. Chopra*, AIR 1999 SC 625; *Union of India v. Sardar Bahadur*, (1972) 4 SCC 618; and *General Manager (P), Punjab & Sind Bank v. Daya Singh*, (2010) 11 SCC 233.

29. The petition is also stated to be barred by delay.

30. ***On merits,*** it is asserted that the Petitioner ante-dated the Cover Note after the accident, and booked the premium of a walk-in client, i.e. one who had come directly to the office, under the code of Ms. Seema Arora. The inquiry was held in accordance with the CDA Rules, and the Petitioner was given full opportunity, including the right to cross-examine the Vigilance Officer. Under Rule 26(2) of the CDA Rules, the Inquiry Report does not bind the Competent Authority, which extended the findings to all three Charges. The Chairman-cum-Managing Director relied on no new fact.

31. The Petitioner, in his Rejoinder, has reiterated his averments, and has asserted that no opportunity was given to him when the findings of the Inquiry Officer were differed from.

32. *Both parties have filed* ***Written Submissions****, reiterating their respective stands.*

Submissions heard and record perused.

33. Briefly summarised, the Petitioner was charged with *(i) ante-dating a Cover Note, (ii) allowing NCB without previous insurance details, and (iii) running a dummy Agency*. The Inquiry Officer found the Petitioner not guilty of the first two Charges. ***He held him guilty only of the third Charge,***

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observing that the Petitioner had booked business from the office Cover Note Book, meant for direct clients, under the codes of Sh. Rajneesh Kapoor and Ms. Seema Arora without any explanation, and that Sh. Rajneesh Kapoor had denied introducing the business.

34. Though the Inquiry Officer had found only the third Charge proved, the Appointing Authority, Sh. C.S. Tandon, Deputy General Manager, held the Petitioner guilty of all the three Charges and demoted him to Scale-I. The Appellate Authority, Sh. H.G. Rokade, General Manager, upheld the penalty treating Charge No. 3 alone as proved. The Chairman-cum-Managing Director, Dr. A.K. Saxena, rejected the Memorial relying on facts pertaining to Charge No. 1, which had been held not proved. The same penalty has thus been sustained at each stage on a different basis.

35. The issues that arise for consideration are: *(i) whether the Writ Petition is maintainable; (ii) whether it is barred by delay and laches; (iii) whether the finding of the Inquiry Officer on Charge No. 3 is sustainable; (iv) whether the Order dated 19.07.2011 of the Appointing Authority is in conformity with Rule 26(2) of the CDA Rules and the principles of natural justice; (v) whether the Order dated 16.04.2012 of the Appellate Authority and the Order dated 25.02.2013 of the Chairman-cum-Managing Director on the Memorial are sustainable; and (vi) whether the matter merits remand.*

I. Whether the Writ Petition is Maintainable:

36. A preliminary objection was taken in regard to the maintainability of the Writ Petition, on the ground that the Petitioner does not hold a *civil post*, and Article 311 of the Constitution of India, has no application.

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37. That, however, does not oust the jurisdiction of this Court under Article 226. The Respondent Company is owned and controlled by the Government of India, and the penalty has been imposed under the CDA Rules framed for its employees.

38. The Respondent Company itself relies on *Apparel Export Promotion Council v. A.K. Chopra* (supra), wherein the Supreme Court recognised that judicial review extends to examining whether the decision has been arrived at in accordance with the principles of natural justice and whether the individual has received fair treatment. The present Petition raises precisely this question. ***It is, therefore, maintainable under Article 226 of the Constitution of India.***

II Whether the Writ Petition is not Maintainable because of Delay and Laches:

39. The Respondent Company has also objected that the Writ Petition is barred by delay. This objection is also without substance. The Order dated 25.02.2013 was received by the Petitioner on 08.05.2013. He filed W.P.(C) 2531/2014 within a year, on 14.04.2014. He withdrew it on 18.09.2014, with liberty to file a substantive petition, and the present petition followed in September, 2014. It is evident that the Petitioner has pursued his remedy with due diligence, and no delay or laches are attributable to him. *There is no delay, much less laches, and the Petition is within time.*

III. Whether the Finding of the Inquiry Officer, Sh. V.K. Parikh, on Charge No. 3, is Sustainable:

40. The Statement of Imputation **in respect of Charge No. 3** reads:

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"3. This business was placed by Sh. S.K. Anand, under Dev. Officer code no.712 (Rajneesh Kapoor) and Agency code no. 4334 (Ms. Seema Arora). Sh. Rajneesh Kapoor, Dev. Officer under whose code such business was brought shown by Sh. S.K. Anand, has also denied introducing the business under such Cover note, vide his statement dated 11.11.2005. Agent, Mrs. Seema Arora, under whose code such business was brought shown by Sh. S.K. Anand was not traceable in spite of writing several letters/registered post. It clearly ***showed that Sh. S.K. Anand was running a dummy agency in the name of Mrs. Seema Arora****."*

41. Sh. V.K. Parikh, Inquiry Officer, **held the charge proved, for the following reasons:**

"From the Cover Note issuance Register, it is quite evident that Cover Note book was issued to Mr. S. K. Anand for the office use only. Further, the Branch Manager of the branch in his written statement dated 08.11.2005 to the Vigilance Officer, has also confirmed that the Cover Note Book was being issued to the Officer to cater the Direct Clients. Mr. Anand was not supposed to use this Cover Note Book for underwriting the case of other development officers/agents because as per the written statement of the SBM, the said ***Cover Note Book was to cater the needs of Direct Clients****. It has been brought on record during inquiry proceeding through the pink color carbon copy of Cover Note No.64500 that Dev. Officer/Agency Code was being incorporated in the handwriting of Mr S. K. Anand, Charged Employee only on the office pink carbon copy of the Cover Note. Mr Rajneesh Kapoor, Dev Officer, in his statement dated 11.11.2005 to Vigilance Officer, has stated that he has not introduced the client and/or asked Mr. Anand to issue Cover Note on his behalf in respect of Cover Note No. 10401. During the entire inquiry proceedings vis a vis in the Written Brief,* ***the Charged Employee has not come with the explanation/clarification/justification as to why the premium was booked under Agency****. Further, from the*

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Cover Note Control Register it has been observed that most of the cases of the Cover Note Book in question have been booked under the code of Mr Rajneesh Kapoor/Ms Seema Arora. This Cover Note Book was issued to Mr. S.K.Anand to cater the Direct Clients and ***no reasonable satisfactory explanation has been given by the Defence Assistant / Charged Employee during Inquiry Proceeding and/or in their Written Brief as to why code of Mr Rajneesh Kapoor and Mrs Seema Arora was being used by Mr S. K. Anand so frequently****. Further, Ms Seema Arora became agent just two months after the joining of the Charged employee in the said Branch.* ***Thus documentary as well as circumstantial evidence proves that Mr. S. K. Anand was running a Dummy Agency in the name of Mrs. Seema Arora (Agency Code No.4334).Charge No. 3 is proved."***

42. In the conclusion of the Inquiry, after recording "Charge is proved" against Charge No. 3, the Inquiry Officer added:

"Being in supervisory capacity, the charged employee was duty bound to ensure strict compliance of the Co's set laid down procedures & guidelines which have been laid down to have check on such incidents also, Due to non compliance of these laid down procedures in the office in general, non availability of original documents and delay in the matter, the charged employee has got the benefit of the doubt in respect of first two charges but certain facts which have come to lime light during this inquiry clearly proves that the ***Charged Employee failed to maintain devotion to duty, acted in a manner, unbecoming of a public servant and prejudicial to the interest of the company."***

43. The Respondent relied on *Union of India v. H.C. Goel* (supra) to contend that the finding must stand, so long as there is some evidence to support it. In this very judgment, the Supreme Court held that the High

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Court under Article 226 has jurisdiction to enquire whether the conclusion ***"is not supported by any evidence at all".*** The test laid down was: "*if the whole of the evidence led in the enquiry is accepted as true, does the conclusion follow ... that the charge in question is proved against the respondent?"* The Supreme Court also cautioned that "*mere suspicion should not be allowed to take the place of proof even in domestic enquiries".*

44. In *Sher Bahadur v. Union of India*, (2002) 7 SCC 142, the Supreme Court explained that the expression 'sufficiency of evidence' "postulates existence of some evidence which links the charged officer with the misconduct alleged against him".

45. The misconduct charged is not that the Petitioner booked the business of a direct client, under the code of an Agent. The charge is that he was *running a "dummy" Agency in the name of Ms. Seema Arora, i.e. that the Agency existed only in name*, and was in reality being operated by the Petitioner. What had to be established was that the Agency was a sham, and that it was the Petitioner who was running it.

46. *The finding of the Inquiry Officer rests on the following:*

> *(i) the statement of Sh. Rajneesh Kapoor that he had not introduced the business;*
>
> *(ii) the assertion that Ms. Seema Arora was not traceable;*
>
> *(iii) the handwriting of the Petitioner on the office copy of another Cover Note;*
>
> *(iv) the absence of any explanation from the Petitioner for booking the business under the Agency;*
>
> *(v) the premise that Cover Note Book No. 417 was meant only for direct clients; and*

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(vi) the frequent use of the codes of Sh. Rajneesh Kapoor and Ms. Seema Arora, and the timing of her appointment as Agent.

Each of these is examined below.

47. The Statement of Imputation founded the charge on two circumstances. *The first was the denial of Sh. Rajneesh Kapoor, Development Officer, that he had introduced the business. The second was that Ms. Seema Arora, was not traceable.*

48. Sh. Rajneesh Kapoor, who alone could have established that he had not introduced the business, was neither cited as a witness, nor produced during the inquiry.

49. Rule 25(11) of the CDA Rules provides:

> *"(11) On the date fixed for the inquiry, the oral and documentary evidence by which the articles of charge are proposed to be proved shall be produced by or on behalf of the competent authority.* ***The witnesses shall be examined by or on behalf of the Presenting Officer and may be cross-examined by or on behalf of the employee. ..."***

50. Sh. S.K. Gaba, the Vigilance Officer, who had conducted the vigilance investigation, was the only witness of the Management. In his examination-in-chief dated 25.08.2009, he stated only that *"I confirm having recorded the statement of Sh. Rajnish Kapoor the then Dev. Officer on 11.11.2005"*. The statement of Sh. Rajneesh Kapoor was thus, proved only as a statement recorded during the vigilance investigation, *and its maker was never produced for cross-examination by the Petitioner.*

51. In *Kuldeep Singh v. Commissioner of Police*, (1999) 2 SCC 10, the Supreme Court held that the previous statements of witnesses who were not produced at the inquiry, could not have been brought on record, and that

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findings which "*could not have been reached by an ordinary prudent man"* are liable to be interfered with.

52. In *Roop Singh Negi v. Punjab National Bank*, (2009) 2 SCC 570, the Supreme Court held that *"The purported evidence collected during investigation by the Investigating Officer" "could not be treated to be evidence in the disciplinary proceeding",* and noticed that "*No witness was examined to prove the said documents".*

53. Even as it stands, the statement of Sh. Rajneesh Kapoor, as extracted in the Inquiry Report, records that "*As regard agent name Seema Arora bearing agency no. 4334 was working with me".* On the issuance of the Cover Note through the Petitioner, it records: *"I might not have been in the office".* The very document relied upon by the Management, describes Ms. Seema Arora as an Agent working under Sh. Rajneesh Kapoor.

54. There was, thus, no admissible evidence that Sh. Rajneesh Kapoor had not introduced the business. On the contrary, his own statement confirms that Ms. Seema Arora was a genuine Agent, working under him.

55. The ***second circumstance*** which was considered for holding the Charge as proved, was that ***Ms. Seema Arora "was not traceable in spite of writing several letters/registered post"***. The Inquiry Officer himself had recorded, thus:

> *"9.* ***Only one letter dated 08.12.2005 under Registered Cover is said to be sent*** *by BO Karampura to Ms.Seema Arora Agent at her Residential Address for appearing before the Vigilance Officer (PD-10). No evidence was produced for actual dispatch of the said letter, delivery of the said letter to the Addressee. No follow up letter/reminder was produced. Any letter "Under Certificate Of Posting" was sent to the Agent or not, was not brought*

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to the lime light during the Inquiry proceedings by the P.O."

56. The observations of the Inquiry Officer reflect that only one letter dated 08.12.2005 was sent to Ms. Seema Arora, under Registered Cover. No evidence was produced either of its dispatch, or of its delivery to her. It is thus, evident that no sincere effort was made to summon Ms. Seema Arora, who was admittedly an Agent under Sh. Rajneesh Kapoor, Development Officer. The assertion that Ms. Seema Arora ***"was not traceable in spite of writing several letters/registered post" was, therefore, without any basis.***

57. The cross-examination of Sh. S.K. Gaba dated 28.08.2009 is also significant in relation to the allegation that the Petitioner was running a dummy Agency. He admitted that during the investigation, it was revealed that Ms. Seema Arora was attached to Sh. Rajneesh Kapoor, Dev-Officer. When asked whether he had examined "*the expiry date of the license of the said Agent and whether the commission payment was being made to her or not",* and "*whether her agency was Running on the date of your investigation"*, he replied: "***I do not find it relevant for the enquiry purposes".***

58. Thus, no inquiry was conducted into the very facts which would have shown whether the Agency was genuine or a sham.

59. The Petitioner, had examined DW-2 Sh. Rajeev Chopra, the then Cashier, who in his cross-examination by the Presenting Officer on 25.11.2009, stated as under:

"Q.8 Do you know Mr. Rajnish Kapoor, Dev-Officer ?

Ans. Yes.

Q.9 Do you know Ms. Seema Arora his agent?

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Ans. Yes.

Q.10 Whether Ms. Seema Arora used to visit the office in connection with her agency work?

Ans. Yes."

60. This evidence, elicited by the Presenting Officer himself, establishes that *Ms. Seema Arora was not a fictitious Agent*. There is no evidence whatsoever, that the Petitioner had any concern with the Agency of Ms. Seema Arora, that her Agency was run by the Petitioner, or that any part of the commission earned by her Agency, reached him.

61. The reasons recorded by the Inquiry Officer, do not provide this missing link. The Inquiry Officer found that the Agency and Development Officer Codes on the office copy of another Cover Note, No. 64500, were in the handwriting of the Petitioner, and from this, he inferred: *"Since the code has been written on C/Note No. 64500 by Mr S.K.Anand so it is clear that the same was being Written by the Charged employee only in other cases also".* The subject Cover Note, No. 010401, was never produced, in original. When its photocopy was shown to Sh. S.K. Gaba, Vigilance Officer, in cross-examination on 27.08.2009, he stated: *"A portion of the photocopy supplied to me is quite dark so I am unable to comment on this by seeing the photocopy of the cover note copy".*

62. *In the light of this admission, and with the original documents not produced, it stood not proved that the Agency Code and the Development Officer Code on Cover Note No. 010401, were written by the Petitioner.*

63. Further, the observation that the Petitioner gave no explanation for booking the premium under the Agency, is contrary to the record. The Inquiry Officer himself extracted the statement of the Petitioner to the

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Vigilance Officer (PD-13), wherein he had stated: *"On Dt. 2-3-2001 Development Officer (Sh. Rajneesh Kapoor)/Agents (Mrs Seema Arora)/Insured requested me to give credit as the Insurance was through them".* This explanation was given during the vigilance investigation itself, long before the Charge-Sheet was issued. The contention of the Respondent Company in its Counter Affidavit, that this plea is an afterthought, is, therefore, without merit.

64. The other circumstance relied upon to assert that the Petitioner was running the Dummy Agency was that Cover Note Book No. 417 was meant only for direct clients, but it is also not borne out by the Report itself. *Sh. S. Trivedi, the then Senior Branch Manager,* in his statement as extracted by the Inquiry Officer, stated that *"to cater direct clients to office, cover note book to any officer can be issued"*. The Inquiry Officer himself observed from the Cover Note Control Register that the premium of Cover Note No. 10403, from the same Book, "was booked under Agency Code No. 4392". *The Book was thus, not confined to direct clients, nor to the codes of Sh. Rajneesh Kapoor and Ms. Seema Arora*

65. *The* finding of the Inquiry Officer on Charge No. 3 was acted upon not by the Disciplinary Authority, Ms. Rita Singh, Regional Manager, who passed no Order, but by the Appointing Authority, Sh. C.S. Tandon, Deputy General Manager. The only observation in his Order dated 19.07.2011 which relates to this Charge, is Observation 8, which reads:

"8. No explanation has been given during the inquiry proceedings as also in the written brief as to why the direct business in respect of cover-note No. 010401 was booked in the Agency of Ms. Seema Arora".

66. *The* Appointing Authority thus proceeded on the premise that the

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business under Cover Note No. 010401 was direct business, and that no explanation had been offered for booking it under the Agency. As already noted in paragraph 63 above, the Petitioner had given such an explanation during the vigilance investigation itself.

67. Sh. S.K. Gaba, Vigilance Officer, admitted in his cross-examination dated 22.09.2009 that *"No statement was recorded in respect of all the three persons i.e. Driver, Insured or Claimant".* The insured was never examined in the Inquiry, to establish that he had approached the office directly, and not through any Agent.

68. The conclusion that the business under Cover Note No. 010401 was direct business, which the Petitioner diverted to the Agency of Ms. Seema Arora without any explanation, is thus, without any evidence whatsoever.

69. The remaining circumstances are that several Cover Notes from Cover Note Book No. 417 were booked under the codes of Sh. Rajneesh Kapoor and Ms. Seema Arora, and that Ms. Seema Arora became an Agent two months after the Petitioner joined the Branch. To infer from these circumstances alone that the Petitioner was running the Agency of Ms. *Seema Arora, is speculative. At best, they give rise to a suspicion, and "Suspicion, as is well known, however high may be, can under no circumstances be held to be a substitute for legal proof"*, as reiterated by the Supreme Court in *Roop Singh Negi* (supra).

70. The Inquiry Officer, in the concluding paragraph of the Report, extracted in above, further observed that the Petitioner, being in a supervisory capacity, failed to ensure compliance with the laid down procedures, and thereby failed to maintain devotion to duty. This observation does not relate to Charge No. 3, or to any other Article of

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Charge. It is founded on *"non compliance of these laid down procedures in the office in general"*, which was never an Article of Charge against the Petitioner.

71. Rule 25(19)(i) of the CDA Rules, which provides for the contents of the Inquiry Report, provides in its Explanation, thus:

> *"* Rule 25(19)(i):
>
> ....
>
> ***Explanation :-***
>
> *If in the opinion of the inquiry authority the proceedings of the inquiry* ***establish any article of charge different from the original articles of charge, it may record its findings on such article of charge.***
>
> *Provided that the findings on such article of charge shall not be recorded* ***unless the employee has either admitted the facts on which such article of charge is based or has had a reasonable opportunity of defending himself against such article of charge.****"*

72. The Petitioner neither admitted any facts constituting a charge of failure to ensure compliance with office procedures, nor was he called upon to defend himself against any such charge. Pertinently, during the cross-examination of Sh. S.K. Gaba, Vigilance Officer, on 23.09.2009, the Presenting Officer, Sh. S.S. Yadav, had contended that any procedural lapse in the Branch could be fastened on the Petitioner, irrespective of the working practice prevailing in the office. The Inquiry Officer rejected this contention, observing:

> *"...this inquiry has been set up to inquire about the ante-dating of the cover-note besides other two charges and not on the procedure lapse. For any procedure lapse the first*

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> *and the most important responsibility is that of the Incharge of the office along with his official team* ***and this is not the issue before this inquiry*** *and the object of this inquiry is to see whether the allegation put on the charged employee are based on the facts or factual positions or merely on presumptions."*

73. In his Report, the Inquiry Officer further recorded that "*The Charged employee would have taken the advantage of this system cannot be ruled out but mere on presumption, one cannot be held guilty unless proved otherwise as per law of natural justice".* The concluding paragraph is thus, contrary to the Inquiry Officer's own ruling and findings, and cannot by itself sustain any penalty.

74. In view of the foregoing discussion, the finding on Charge No. 3 is not supported by any evidence linking the Petitioner with the misconduct charged, and ***cannot be sustained.***

IV. Whether the Order dated 19.07.2011 of the Appointing Authority is in Conformity with Rule 26(2) of the CDA Rules and the Principles of Natural Justice:

75. The Inquiry Officer exonerated the Petitioner of Charge No. 1 and Charge No. 2. The Appointing Authority reversed these findings and **held him guilty of all three Charges.** The question is whether he could do so without telling the Petitioner that he proposed to differ from the Inquiry Officer, and without giving him an opportunity to answer.

76. The Petitioner, while posted as Assistant Administrative Officer at the Branch Office, Karampura, New Delhi, faced three Articles of Charge. **Charge No. 1 read:**

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> *"1. He dishonestly and with a mala-fide intention, granted comprehensive insurance by ante dating the Cover note no. 10401 mentioning the date of issuance thereon as 02.03.2001 (Friday), 2.15 p.m. to an already accidented Vehicle No. DL-1PA-5299 (Bus) A/c Sukhbir Singh for the period 02.03.2001 to 01.03.2002 whereas the said vehicle had already met with an accident on 03.03.2001 (Saturday) at 1.50 p.m. killing one child."*

77. Sh. V.K. Parikh, Inquiry Officer, in his Report dated 12.10.2010, concluded on Charge No. 1 that *"Prosecution Witness statements inspired no confidence.* ***There was lack of evidence to corroborate his statements which helped the Charged Employee of Benefit of the Doubt Charge No.1 thus not specifically proved."***

78. He recorded that *"No concrete proof with regard to ante dating of Cover Note No. 10401 has been brought to notice/record except procedural lapses".* He further recorded that the *"Other statements based on which inference of ante dating was inferred by Prosecution side in the statement No. 1 of Statement of Imputation of the Charge Sheet have not been found correct/proved during the inquiry".*

79. Charge No. 2 read:

> *"2. He allowed 20% NCB to Vehicle No. DL-1PA-5299 (Bus) A/c Sukhbir Singh without obtaining any previous insurance details."*

80. On Charge No. 2, the Inquiry Officer concluded that it "**has lost the relevance** because during inquiry it has been found, on the basis of documents obtained through the use of Right to Information Act by the Charged Employee, **that the said vehicle was eligible for 20% NCB".**

81. Charge No. 3 read:

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"3. He was running a Dummy Agency in the name of Ms. Seema Arora (Agency code no. 4334)."

82. The Inquiry Officer held this Charge proved, for the reasons considered under Head III above.

83. The Inquiry Report thus, found the Petitioner guilty of only one of the three Charges, and it was against this Report that the Petitioner was called upon to make his representation.

84. The Inquiry Report, along with the Representation of the Petitioner, was placed before the **Appointing Authority, Sh. C.S. Tandon, Deputy General Manager,** who, in his Order dated 19.07.2011, recorded the following observations:

*"**1.** There has been no supporting evidence in the Inquiry which could reveal that the cover-note No. 010401 was submitted by Shri S.K. Anand on the same day in the office.*

***2.** Fard Maujudagi prepared just after the accident on 03.03.2001 also does not show impounding of any insurance cover-note in respect of the vehicle involved.*

***3.** The DCB dated 02.03.2001 and 05.03.2001 also shows that it had been countersigned by the Charged Officer Shri S.K. Anand who was looking after the Underwriting and Accounts.*

***4.** As per the Charged Officer, the client is said to have come direct to the office and the premium had been paid through cheque to him but still it was not treated on priority and the cover-note was not underwritten on the same day.*

***5.** The premium for the Cover-Note No. 010402 was also received through cheque of the same account-holder whereas the insured in both the cases were different.*

***6.** Not only that, two cover-notes were issued on the basis of*

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cheques of one person's bank account which tantamount to violation of Accounts Manual guidelines relating to acceptance of Third Party cheque.

7. *There is nothing on record which could prove that NCB had been granted after obtaining the NCB confirmation from the previous insuring office.*

8. *No explanation has been given during the inquiry proceedings as also in the written brief as to why the direct business in respect of cover-note No. 010401 was booked in the Agency of Ms. Seema Arora.*

WHEREAS all the above observations clearly point out that Shri S.K. Anand is guilty of the charges levelled against him and warrant imposition of severe penalty on him."

85. A bare perusal of the Order reflects that Observations 1 to 4, which concern the deposit of the Cover Note, the Fard Maujudagi, the countersigning of the DCB and the delay in underwriting, all pertain to the question *whether the Cover Note was issued on 02.03.2001 or on 05.03.2001*. They relate to Charge No. 1, which the Inquiry Officer had held not proved.

86. The Observation 7 relates to Charge No. 2, which was also held not proved.

87. The Observations 5 and 6 relate to matters which are not the subject of any Article of Charge. **Only Observation 8 relates to Charge No. 3.**

88. The Respondent Company, in its Counter Affidavit, admits that *"the Departmental Enquiry Report findings were extended against the Petitioner for all the 3 charges"*. The Order dated 19.07.2011 thus, **reverses the findings of the Inquiry Officer on Charge No. 1 and Charge No. 2.**

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89. The Order dated 19.07.2011 was passed not by the Disciplinary Authority, Ms. Rita Singh, Regional Manager, but by the Appointing Authority, Sh. C.S. Tandon, Deputy General Manager. Rule 24 of the CDA Rules provides:

> *"24.* ***Disciplinary Authority***
>
> *The Disciplinary Authority, as specified in these rules or in the Schedule or any authority higher than it, may impose any of the penalties specified in Rule 23 on any employee."*
>
> *The Appointing Authority, being an authority higher than the Disciplinary Authority, was competent to impose the penalty. In doing so, it acted as the Competent Authority under Rule 26 of the CDA Rules, and was bound by the procedure prescribed therein.*

90. The Competent Authority is not bound by the findings of the Inquiry Officer, and may arrive at a different conclusion. However, the procedure for doing so is prescribed in **Rule 26(2) of the CDA Rules**, which reads as under:

> *"(2) The competent authority shall****, if it disagrees with the findings of the inquiring authority on any article of charge, record its reasons for such disagreement and record its own findings on such charge, if the evidence on record is sufficient for the purpose."***

91. The Order dated 19.07.2011 of the Appointing Authority, Sh. C.S. Tandon, Deputy General Manager, records eight observations and concludes that the Petitioner "is guilty of the charges levelled against him". It does not, however, state that he disagrees with the findings of the Inquiry Officer on Charge No. 1 and Charge No. 2. Nor does it deal with the reasons for which the Inquiry Officer had held those Charges not proved, or record a finding

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on each Article of Charge, as Rule 26(2) mandates. The observations are bare conclusions drawn from the record. They are not reasons for disagreeing with the Inquiry Officer. Moreover, the Petitioner had been asked to respond only to the Inquiry Report, which was in his favour on Charge No. 1 and Charge No. 2. He was never told, before the penalty was imposed, *that these findings were proposed to be reversed, or on what grounds.* He thus, never had an occasion to meet the case on which he was ultimately held guilty of those Charges.

92. In *Punjab National Bank v. Kunj Behari Misra*, (1998) 7 SCC 84, the Supreme Court considered Regulation 7(2) of the Punjab National Bank (Officers) Employees' (Discipline and Appeal) Regulations, 1977, which is *pari materia* with Rule 26(2) of the CDA Rules. It was held that the principles of natural justice have to be read into the Regulation, and that *"whenever the disciplinary authority disagrees with the inquiry authority on any article of charge*", then before recording its own findings, "*it must record its tentative reasons for such disagreement and give to the delinquent officer an opportunity to represent before it records its findings*".

93. The same principle was reiterated in *Yoginath D. Bagde v. State of Maharashtra*, (1999) 7 SCC 739, in respect of Rule 9(2) of the Maharashtra Civil Services (Discipline and Appeal) Rules, 1979. The Supreme Court held that the Disciplinary Authority "*has to communicate to the delinquent officer the 'TENTATIVE' reasons for disagreeing with the findings"* of the Inquiry Officer, and that this requirement "*has to be read into Rule 9(2)".*

94. The Order dated 19.07.2011 complies neither with Rule 26(2) of the CDA Rules, nor with the requirement laid down in *Kunj Behari Misra* (supra) and *Yoginath D. Bagde* (supra). The Competent Authority may

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indeed disagree, but only in the manner which Rule 26(2) and the principles of natural justice require.

95. Further, Observations 5 and 6 in the Order of the Appointing Authority relate to Cover Note No. 010402, issued to a different insured, and to the receipt of the premium of both Cover Notes through cheques of one account holder, contrary to the Accounts Manual guidelines on third party cheques. Neither matter forms part of any Article of Charge or of the Statement of Imputation. The Inquiry Officer expressly declined to consider them, recording that *"This issue is not before the Inquiry and original underwriting documents have not been produced so no comment is made on this issue".*

96. The Order dated 19.07.2011 nonetheless, relies upon these matters, though the Petitioner was never charged with them, and was never called upon to answer them.

97. In view of the foregoing discussion, the Order dated 19.07.2011 of the Appointing Authority, Sh. C.S. Tandon, Deputy General Manager, is in ***breach of Rule 26(2) of the CDA Rules and the principles of natural justice, and cannot be sustained.***

V. <u>Whether the Order dated 16.04.2012 of the Appellate Authority and the Order dated 25.02.2013 of the Chairman-cum-Managing Director on the Memorial, are Sustainable:</u>

98. **Rule 37(2) of the CDA Rules** deals with the scope of interference by the Appellate Authority. It reads :

> *"(2) In the case of an appeal against an order imposing any of the penalties specified in Rule 23, the appellate authority*

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shall consider :-

(a) whether the procedure prescribed in these Rules has been complied with, and if not, whether such non-compliance has resulted in failure of justice;

(b) whether the findings are justified; and

(c) whether the penalty imposed is excessive, adequate, or inadequate, and pass orders :-

(i) setting aside, reducing, confirming or enhancing the penalty; or

(ii) remitting the case to the authority which imposed the penalty or to any other authority with such direction as it may deem fit in the circumstances of the case."

99. In his Appeal dated 07.10.2011, the Petitioner expressly invoked Rule 26(2). He contended that *"The Appointing Authority has fail to describe as to whether he is agreeing with the findings of the Inquiry Officer or discerning with his findings"*, and that *"The Authority have not given me any notice/show cause".*

100. The **Appellate Authority, Sh. H.G. Rokade, General Manager, in the Order dated 16.04.2012, observed:**

"...in respect of charge 3, it was clearly brought out that the Insured visited the office and placed the business directly to the office whereas it was underwritten under the Agency Code of Seema Arora and under the Development Officer code of Sh. Rajneesh Kapoor, that the net effect of penalty imposed is loss of 2 increments only, that quantum of penalty imposed upon CO is commensurate with the charge proved.

AND THEREFORE in the absence of any fresh evidence/information penalty imposed by the Disciplinary Authority is here by upheld."

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101. The Order of the Appellate Authority, Sh. H.G. Rokade, General Manager, does not advert to the contention under Rule 26(2) at all. He did not consider whether the procedure prescribed in the CDA Rules had been complied with, though Rule 37(2)(a) obliged him to do so.

102. The Appellate Authority, Sh. H.G. Rokade, considered only Charge No. 3, and held the penalty to be "commensurate with the charge proved". The penalty, however, had been imposed by the Appointing Authority on holding the Petitioner guilty of all three Charges. The Appellate Authority neither upheld the findings of the Appointing Authority on Charge No. 1 and Charge No. 2, nor considered whether the same penalty would be warranted, if only Charge No. 3 stood proved.

103. Moreover, the penalty was described as a *"loss of 2 increments only".* The penalty actually imposed is demotion from Assistant Manager (Scale-II) to Administrative Officer (Scale-I). The reduction in pay, is merely its consequence.

104. In *Ram Chander v. Union of India*, (1986) 3 SCC 103, the Supreme Court, construing Rule 22(2) of the Railway Servants (Discipline and Appeal) Rules, 1968, which requires the Appellate Authority to "consider" the same three aspects, held that the word must "*mean an objective consideration by the Railway Board after due application of mind which implies the giving of reasons for its decision".* It further held that "*the Appellate Authority must not only give a hearing to the Government servant concerned but also pass a reasoned order".* The Order dated 16.04.2012 reflects no such consideration.

105. The Chairman-cum-Managing Director, Dr. A.K. Saxena, in the Order dated 25.02.2013, observed:

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> *"...although the EO has returned the findings that only charge of Running Dummy Agency was proved but in CDA cases malafide is inferred from the event and not proved separately.* ***In this case Charged Officer issued a cover note during office hours from a cover note book meant for office use but he neither deposited it in office immediately nor mentioned in the Late Cash Register or D.C.B. Hence, the penalty imposed is justified."***

106. Having noticed that only Charge No. 3 stood proved, the Chairman-cum-Managing Director, Dr. A.K. Saxena, justified the penalty entirely on the timing of the deposit of the Cover Note, and its non-entry in the Late Cash Register or the DCB. That is the very subject matter of Charge No. 1, on which the Inquiry Officer had found the Petitioner not guilty.

107. On this aspect, the Inquiry Officer had recorded that *"The Defence witnesses confirmed that there was no such system being followed in the Branch for Cheque supported underwriting proposals". He further recorded that "During Inquiry Proceedings, not a single entry of Late Receipt Proposal supported by Cheque Payment was produced by prosecution side".*

108. The Order dated 25.02.2013 thus, rests on a Charge of which the Petitioner was not found guilty, and on which he was never heard after the Inquiry Report was submitted to the Disciplinary Authority. It says nothing on Charge No. 3, the only charge found proved.

109. The Appellate Authority upheld the penalty *"in the absence of any fresh evidence/information"*. Rule 37(2) does not require the employee to produce fresh evidence in appeal. It obliges the Appellate Authority itself to examine whether the procedure was complied with, whether the findings are justified, and whether the penalty is adequate. The Appellate Authority thus

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applied a test which the Rule does not contain. The Chairman-cum-Managing Director adopted the same approach, upholding the penalty "in the absence of any fresh explanation/information which would merit re-consideration of penalty imposed".

110. The three Orders also do not sustain the penalty, on the same basis. The Appointing Authority, Sh. C.S. Tandon, Deputy General Manager, after recording eight observations, concluded that *"all the above observations clearly point out that Shri S.K. Anand is guilty of the charges levelled against him"*, i.e. of all three Charges.

111. The Appellate Authority, Sh. H.G. Rokade, General Manager, recorded that *"the Inquiry Officer returned the findings that charge No. 1 and No. 2 are not specifically proved whereas charge No. 3 is proved. Accordingly DGM R.O. 1, New Delhi being Disciplinary Authority imposed the following penalty"*. It thus, proceeded as if the penalty rested on Charge No. 3 alone, without noticing that the Appointing Authority had departed from the findings of the Inquiry Officer on Charges No. 1 and 2, and held the penalty to be "commensurate with the charge proved".

112. The Chairman-cum-Managing Director, Dr. A.K. Saxena, made a similar recital, and then accepted that "*the EO has returned the findings that only charge of Running Dummy Agency was proved"*. Yet, he justified the penalty on the ground that the Petitioner "*neither deposited it in office immediately nor mentioned in the Late Cash Register or D.C.B."* and that "*malafide is inferred from the event".* That is the subject matter of Charge No. 1, which the Inquiry Officer had held not proved. At no stage have two Authorities agreed on what misconduct stood proved against the Petitioner. A penalty upheld at each level on a different footing, does not rest on any

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consistent finding of guilt, and shows that the Orders were not passed *"after due application of mind*", as mandated in *Ram Chander* (supra).

113. The *Orders dated 16.04.2012 and 25.02.2013*, therefore, neither cure the defect in the Order dated 19.07.2011, nor independently sustain the penalty; they ***cannot be sustained.***

VI. Whether the Matter merits Remand:

114. With the Order dated 19.07.2011 vitiated, and the finding on Charge No. 3 unsustainable, **the question is whether the matter should be remitted, i.e. sent back to the Competent Authority to decide afresh after hearing the Petitioner.**

115. The alleged misconduct relates to March, 2001. The Charge-Sheet was issued in May, 2006, and the penalty was imposed in July, 2011. The Petitioner stated in his Appeal dated 07.10.2011 that he was then 56 years of age. The Inquiry Officer held Charge No. 1 and Charge No. 2 not proved after considering the entire evidence, and Charge No. 3, the only Charge found proved, does not survive scrutiny.

116. In *Kunj Behari Misra* (supra), the Supreme Court declined to remand the matter, observing that "*More than 14 years have elapsed since the delinquent officers had superannuated"* and that "*It will, therefore, not be in the interest of justice that at this stage the cases should be remanded".*

117. In *Yoginath D. Bagde* (supra), the Supreme Court examined the disagreement, held that the Disciplinary Authority "*was wholly in error in disagreeing with the findings recorded by the Enquiry Officer"*, and directed reinstatement with all consequential benefits.

118. More than twenty-five years have elapsed since the alleged

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misconduct. The Inquiry Officer exonerated the Petitioner of Charges No. 1 and 2 on the entire evidence, and the finding on Charge No. 3 rests on no evidence. No fruitful purpose would, therefore, be served by remitting the matter.

Conclusion:

119. In view of the above, the Writ Petition is allowed. The Order dated 19.07.2011 of the Appointing Authority, Sh. C.S. Tandon, Deputy General Manager; the Order dated 16.04.2012 of the Appellate Authority, Sh. H.G. Rokade, General Manager; and the Order dated 25.02.2013 of the Chairman-cum-Managing Director, Dr. A.K. Saxena, are quashed.

Relief:

120. Consequently, the Respondent Company shall:

(i) treat the Petitioner as having continued in the post of Assistant Manager (Scale-II) without interruption, and re-fix his pay from 19.07.2011 accordingly, with the increments admissible to him under the Rules;

(ii) pay to the Petitioner the arrears of the difference in pay and allowances arising therefrom;

(iii) in case the Petitioner has since superannuated, re-compute his retiral benefits on the basis of the pay so re-fixed, and pay the difference to him; and

(iv) comply with the above directions within twelve weeks from the date of this judgment, failing which the amounts payable shall carry simple interest @ 6% per annum from the date of this

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judgment till the date of payment.

121. Pending application(s), if any, also stand disposed of.

(NEENA BANSAL KRISHNA)
JUDGE

November 17, 2026/*va/RS*

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