



2025:DHC:9970



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

% *Judgment Reserved on: 11th November, 2025*
Judgment pronounced on: 14th November, 2025

+ W.P.(C) 9689/2018, CM APPL. 37745/2018 & CM APPL.
51332/2018

CENTRAL BANK OF INDIAPetitioner

Through: Mr. Anuj Jain, Advocate

Versus

ANIL KUMAR & ANRRespondents

Through: Mr. S.S. Jain, Advocate

CORAM:

HON'BLE MS. JUSTICE CHANDRASEKHARAN SUDHA

JUDGMENT

CHANDRASEKHARAN SUDHA, J.

1. The present writ petition has been filed under Articles 226 and 227 of the Constitution of India for setting aside Annexure P-1, i.e., Award dated 12.03.2018, passed by the learned Presiding Officer, CGIT, Labour Court II, Dwarka Court Complex, New Delhi (the Tribunal) in ID No. 16/2009 whereby the action of the petitioner/management in the terminating the services of the



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respondent/employee was held to be illegal and the respondent/employee was directed to be reinstated with all consequential benefits.

2. Brief facts of the case are as follows:-The respondent/employee was employed as a clerk with the petitioner/management, i.e., the Central Bank of India, Savita Vihar Branch. On 20.04.2006, while posted at the said branch, he is alleged to have misappropriated ₹ 60,580 in school fees received from the parents of students of DAV Public School, Savita Vihar (DAV), for which he had issued 16 cash receipts dated 20.04.2006.

2.1. The DAV filed a complaint dated 29.07.2006 with the petitioner/management regarding non-deposit/non-accounting of the aforesaid amount. On enquiry, it was found that the aforesaid cash receipts had been issued by the respondent/employee, who on being questioned, deposited the said amount in the bank on 08.08.2006. As the act of the respondent/employee amounted as



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misconduct, misappropriation and embezzlement of funds from 20.04.2006 to 08.08.2006, he was suspended from the services of the bank w.e.f 02.09.2006. A charge-sheet dated 28.10.2006 was served upon the respondent under Clause 12(b) of the Memorandum of Settlement for misappropriation of the said amount. Thereafter, the DAV, on 08.09.2006, issued a letter withdrawing their earlier complaint dated 29.07.2006, in view of the deposit of the entire fees.

2.2. A domestic enquiry was conducted by the petitioner/management, and the Enquiry Officer, *vide* report dated 28.03.2007, found the charges proved, leading to his dismissal from service on 07.08.2007. The respondent/employee raised an industrial dispute, i.e., ID No. 16/2009, against the said termination, which was referred to the Tribunal for adjudication. The Tribunal *vide* its order dated 08.06.2016 held the domestic enquiry to be vitiated for violation of natural justice. Thereafter,



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the Tribunal afforded an opportunity to the petitioner/management to adduce evidence to prove misconduct as stated in the chargesheet. Oral and documentary evidence was led by both sides. The Tribunal, on a consideration of the oral and documentary evidence and after hearing both sides, on 12.03.2018, passed the impugned award holding the dismissal to be illegal, unjust, and unfair, and directed reinstatement of the workman with all consequential benefits. Aggrieved, the petitioner/management has filed the present writ.

3. According to the learned counsel for the petitioner/management, when the Tribunal had found the domestic enquiry to be vitiated, it could then have not relied on the testimony of DW1, Rajesh Goyal, who supported the version of the respondent/workman that the mistake was on the part of his servant and not on the latter. Apart from the testimony of DW1, no evidence has been led by the respondent/employee to prove his



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defence, and so the Tribunal went wrong in setting aside the dismissal order and directing reinstatement. This is especially so when the respondent/employee admits to having received the amount on 20.04.2006, though he had no authority to do so. It was also pointed out that the subsequent deposit of the amount on 08.08.2006 does not exonerate the respondent/employee from the misconduct committed by him.

3.1 It was further pointed out that the withdrawal of the complaint by the DAV would have no impact on the act of embezzlement of funds by the respondent/employee. Reliance has been placed on the dictums in **Suresh Pathrela Vs. OBC, AIR 2007 SC 199; State Bank of Patiala Vs. General Secretary, Staff Union & Ors., 2016 (10) JT 31; Disciplinary Authority-Cum- Regional Manager & Ors. Vs. Nikunja Bihari Patnaik, 1996(9) SCC 69; UCO Bank, Chandigarh Vs. Hardev Singh, 2006 (11) Scale 88; State Bank of India Vs. Bela Bagchi,**



2005(7) Scale 60; Damoh Panna Sagar Rural Regional Bank Vs. Munna Lai Jain, 2004(10) Scale 590 and State Bank of Bikaner & Jaipur Vs. Nemi Chand Nalwaya, 2011(4) Scale 56.

4. On the other hand, it was submitted by the learned counsel for the respondent/employee that the charge of misappropriation is false, fabricated, and motivated, as he was active in the trade union. It was urged that there was no wrongful gain to him or loss to the bank, as the entire amount of ₹ 60,580 was deposited into the school's account on 08.08.2006, which the school has confirmed by withdrawing its earlier complaint. It was also submitted that even assuming that there was delay in remitting the amount by the respondent/employee, the said act should not have been visited by termination of his services, which is quite disproportionate to the act alleged to have been committed by the respondent/employee. It was also submitted that the memos served on him, that is, Annexure P-8 and P-9, do not refer to any



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misconduct or misappropriation, but only say that he had committed certain acts of “omission and commission” which would also substantiate his case that there was no serious charge against him warranting a major penalty of dismissal. The learned counsel for the respondent/employee has placed reliance on the dictums in **UB Gadhe vs. GM Gujarat Ambuja Cement AIR 2008 SC 99; Himalayan Coop. Group Housing Society vs. Balwan Singh & Ors., (2015) 7 SCC 373; Taj Services, Ltd. vs. Industrial Tribunal 1999 SCC OnLine Del 815; and Calcutta Port Shramik Union vs. The Calcutta River Transport Association and Ors. AIR 1988 SC 2168.**

5. Heard both sides

6. A perusal of the materials on record show that, on 20.04.2006, the respondent/employee was not working as a cashier in the bank. Despite the same, he received the amount and issued 16 cash deposit receipts for the same. He also issued counterfoils,



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i.e., parent' copies of the receipts under his initials and also affixed the seal of the branch office. The fact that an amount of ₹ 60,580/- was received by the respondent/employee is admitted by him. He also admits that on the relevant day, he was not assigned the duty of a cashier. According to him, as there was a big rush in the bank, on the oral instructions of the manager of the bank, he had received the same. However, there are no materials to support the said allegation.

7. I will assume for a moment that the respondent/employee was, infact, directed by the manager to receive the cash. His further explanation is that on 20.04.2006, as there was rush at the receipt counter, he received the fees of the children of his friend Rajesh Goyal from the latter's servant. He returned the parent's copy of the receipt after affixing the receipt stamp to the servant, as he was told that Goyal was in a hurry. As he was well-acquainted with the Goyals, he gave a duly stamped



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receipt to the latter and asked his servant to wait so that he could count the money. While counting the money, he found that some notes were 'defective' and so he asked the servant to change them. However, the servant returned and told him that Goyal had left and that his mobile was not responding. So he returned the challan copies and the money to the servant and asked him to bring the 'proper cash'. Due to heavy work, he forgot to take back the parent's copy and to cancel the receipt stamp. He thereafter forgot about the incident as he had been transferred to another branch. Later, in the month of July, when the matter came to his notice, he advised Goyal to contact the school and the bank. It was only then it came to his notice that the servant had not informed Goyal about the non-receipt of the cash. The slip/challan copies were recovered from the servant's room. Thereafter, Goyal realised the mistake on the part of his servant in not depositing the school fees and gave a letter regretting the incident to the DAV. Realising the mistake, the



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DAV also withdrew their complaint.

8. To prove the aforesaid defence, the respondent/employee relies on the testimony of DW1, recorded during the course of the domestic enquiry. The respondent/employee himself contended before the Tribunal that the enquiry proceeding was vitiated as the principles of natural justice had not been complied with. Accepting this contention, the Tribunal found the enquiry to be vitiated and permitted the management to adduce fresh evidence to prove the charge. However, the respondent/employee never led any evidence to prove his defence. Neither Rajesh Goyal nor his servant was examined to prove the defence. In such circumstances, it can only be held that the defence has not been established.

9. Further, withdrawal of the complaint by the DAV is not enough to exonerate the respondent/employee of the charge of misconduct, especially when the organization in which he was working was a financial institution. Moreover, the argument that



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the memo served on the respondent/employee does not specify any misconduct and hence the charge is defective, also cannot be countenanced. The purpose of framing a charge is to give notice to the party regarding the allegation that he has to answer. Annexure P-12, i.e., the chargesheet, is quite clear as to the charge that he had to answer. The respondent/employee has no case that he had not understood the charge against him. He is seen to have understood the charge against him and contested the same. No prejudice is seen to have been caused to him due to the memo only containing the terms 'omission and commission'.

10. The argument that the punishment of dismissal awarded is disproportionate cannot be countenanced for a moment, as the respondent/employee was working in a financial institution where there cannot be a compromise on the integrity of its employees.

11. In view of the foregoing discussion, I find that the Tribunal went wrong in reversing the order of dismissal of the



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respondent/employee from service. Hence, the impugned Award is accordingly set aside. The action of the management in terminating the services of the respondent/employee is upheld.

12. In the result, this writ petition is allowed. Application(s), if any pending, shall stand closed.

**CHANDRASEKHARAN SUDHA
(JUDGE)**

NOVEMBER 14, 2025
p'ma/er