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

Date of Decision: 10th August, 2026

\# **CNR No. DLHC010352712026**

\+ W.P.(C) 10976/2026, CM APPL. 50769-50771/2026

DHARMENDRA SINGH MEENA .....Petitioner

Through: Ms. Priyanka M. Bhardwaj, Mr. M. K. Bhardwaj, Advocates.

versus

BANK OF INDIA AND ANR. .....Respondents

Through: Mr. Rajat Arora, Mr. Niraj Kumar, Mr. Sourabh Mahla, Advocates.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

JUDGMENT

SANJEEV NARULA, J (Oral):

1. The petition raises a narrow issue, though against facts of considerable seriousness. The Petitioner, a confirmed employee of Bank of India, has been terminated from service on the finding that he secured his appointment through impersonation in the recruitment examination. If established, conduct of this nature would undoubtedly justify serious consequences. That, however, is not the question before the Court. The issue is whether the Bank could record such a finding and terminate the services of a confirmed employee without following the disciplinary procedure governing his service.

Factual Background

2. The Petitioner participated in the Common Recruitment Process for

Clerks, CRP Clerks X, conducted by the Institute of Banking Personnel Selection[1]. Upon completion of the selection process, the Bank of India informed the Petitioner, *vide* communication dated 15th June, 2021, that he had been selected for appointment to the clerical cadre, subject to completion of the prescribed pre-recruitment formalities. An offer-cum-appointment letter was thereafter issued to him on 23rd August, 2021, pursuant to which he joined the Bank on 27th August, 2021. His services were subsequently confirmed *vide* communication dated 8th December, 2022.

3. The appointment letter assumes significance in the present case. While it stipulates that the Petitioner would be governed by the applicable industry-level Awards, Bipartite Settlements, Bank-level settlements, service conditions, and the rules and regulations of the Bank, it simultaneously reserves to the Bank the right to terminate his services if, at any stage after appointment, it is discovered that he had resorted to unfair means in the selection or recruitment process. The latter stipulation, in substance, provides as follows:

> "*Your services are liable to be terminated with appropriate notice, if it is revealed at any time after your appointment that ... you had resorted to unfair means in the selection/recruitment process*."

4. Matters remained uneventful until IBPS undertook an analysis of historical data relating to various recruitment examinations. On 23rd October, 2025, IBPS issued a show cause notice stating that the Petitioner had applied in several recruitment processes using different personal

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[1] "IBPS"

particulars, while the photographs uploaded in those applications were found to be the same or identical. On that basis, IBPS alleged that he had resorted to impersonation and unfair means.

5. The dossier placed before the Court contains a comparative sheet setting out the photograph uploaded with the Petitioner's application and the images captured at different stages of the recruitment and verification process. The comparative sheet records that "Image 5 does not match with images 2 to 4" and identifies the person appearing in Images 2 to 4 as an impersonator who had also appeared on behalf of seven other candidates in different recruitment processes.

6. IBPS thereafter issued a notice dated 21st November, 2025, offering the Petitioner an opportunity to inspect the material and documents relied upon and to appear for a personal hearing on 2nd December, 2025. The notice also informed him that Aadhaar or biometric verification could form part of the exercise. The Petitioner did not attend the hearing. The record, therefore, does not support the contention that IBPS afforded him no opportunity to respond to the material relied upon.

7. The Bank thereafter undertook a further re-verification of the Petitioner's candidature on 19th December, 2025. Its subsequent show cause notice records that the photograph and biometrics captured on that date did not match those obtained at the preliminary examination, main examination and document verification stages.

8. The next step taken by the Bank assumes significance. On 7th January, 2026, its Centralised Disciplinary Authority Division placed the Petitioner under suspension. The order records the allegation that he had secured employment through unfair means in the IBPS recruitment process and,

considering the gravity of the matter, placed him under suspension "in terms of Clause 12 of Bipartite Settlement dated 10.04.2002".

9. IBPS, in the meantime, passed its speaking order dated 13th January, 2026. It records that the Petitioner had not attended the personal hearing, refers to analysis using artificial intelligence-based forensic tools and comparison of photographs and other material across recruitment processes, and concludes that the charge of securing employment through impersonation stood established. IBPS consequently debarred the Petitioner for life from appearing in future CRP examinations.

10. Armed with this material, the Bank issued a separate show cause notice dated 17th February, 2026. The notice went beyond merely seeking an explanation for the alleged discrepancies. Paragraph 7 recorded the Bank's view that the Petitioner had "secured appointment by resorting to unfair means". Invoking the relevant clause of the appointment letter, the Petitioner was called upon to show cause why his candidature and consequent appointment should not be cancelled.

11. The Petitioner replied and unequivocally denied impersonation, maintained that he had personally appeared at every stage of the examination, questioned the reliability of the technological comparison, and asserted that a charge of this nature could be decided against him only through the disciplinary process applicable to a confirmed employee.

12. On 20th April, 2026, the Bank passed the order impugned in this petition. It considered the Petitioner's reply, the IBPS speaking order and the Bank's re-verification. Paragraph 4 of the order is material and reads:

> "*Further, upon re-verification of your candidature on 19.12.2025 by the Bank, it was conclusively found that your photograph and biometrics ... do not match ... This clearly established that your candidature for selection*

was obtained through impersonation and the use of unfair practices."

The order thereafter holds the Petitioner's explanation unsatisfactory, invokes the appointment condition and Clause K of the IBPS notification, cancels his candidature and consequent appointment, withdraws the appointment letter and terminates his services with immediate effect.

Rival Contentions

13. Counsel for the Petitioner assails the order principally on the ground that an allegation of impersonation is an accusation of serious misconduct. Once the Petitioner had entered service and his appointment stood confirmed, the Bank could not adjudge him guilty of that misconduct by issuing a show cause notice and considering a written reply. Clause 12 of the Bipartite Settlement required a charge sheet and an enquiry at which the employee could contest the evidence, cross-examine the witnesses relied upon by the Bank and lead evidence in defence. Reliance is placed upon ***Roop Singh Negi v. Punjab National Bank***[2], ***Suraj Subhashchandra Laheri v. Bank of India***[3], and the judgment of this Court in ***Nina Lath Gupta v. Union of India***[4].

14. Counsel for the Bank answers that submission on three grounds. First, a person whose appointment was procured through fraud or impersonation acquires no enforceable right to continue in employment, the appointment being void *ab initio*. Secondly, the appointment letter specifically permits termination if unfair means in recruitment are discovered at any time after appointment. Thirdly, principles of natural justice were substantially

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[2] (2009) 2 SCC 570
[3] Special Civil Application No.19783 of 2015
[4] 2023 SCC OnLine Del 2518

satisfied, since the Petitioner received notices both from IBPS and from the Bank and was also offered inspection and a personal hearing by IBPS. A further objection is raised to the maintainability of the writ petition on the ground that the Petitioner, as a 'workman', has remedies under industrial law.

Analysis

15. The objection to the maintainability of the writ petition does not merit acceptance. The Petitioner calls in question the action of a public sector bank on the ground that the procedure governing termination of his service was not followed and that a finding of serious misconduct was recorded without the enquiry contemplated by the applicable service regime. The availability of an alternative remedy does not bar the exercise of jurisdiction under Article 226 where the challenge concerns the legality of the decision-making process itself. The Court, therefore, proceeds to examine the matter on merits.

16. Before turning to the central issue, two matters require clarification. Confirmation of the Petitioner's service did not, by itself, place the circumstances of his recruitment beyond scrutiny. The appointment letter expressly contemplated action if, "at any time after your appointment", it came to light that unfair means had been used in the selection or recruitment process. The Petitioner cannot, therefore, contend that the Bank lost the authority to act upon subsequently discovered material merely because his service had meanwhile been confirmed. The clause preserves the Bank's right to act upon such material. It does not, however, answer the separate question as to the procedure by which a disputed allegation of impersonation is to be established before that right is exercised to terminate his service.

17. Nor would it be appropriate to approach the matter on the premise that the material assembled by IBPS was insubstantial. The dossier contains photographic comparisons, biometric material and alleged links with other recruitment processes. IBPS also offered the Petitioner inspection of the material and a personal hearing, an opportunity which he did not avail. The material was certainly sufficient to call for an explanation and to warrant further action. Whether it was sufficient to establish impersonation against the Petitioner is a different question, on which the Court expresses no opinion. Material sufficient to initiate proceedings cannot, without more, be equated with proof of the misconduct upon which termination is ultimately founded.

18. It is at this point that the two parts of the appointment letter assume importance. While one clause reserves to the Bank the right to terminate service if unfair means in recruitment are subsequently established, the same appointment also subjects the Petitioner's service to the applicable Awards, Bipartite Settlements, service conditions and the rules and regulations of the Bank. The two provisions are not inconsistent. The former identifies the circumstance upon which the Bank may act. The latter governs the service relationship within which such action is to be taken. The question, therefore, is not whether the Bank could act upon an allegation of impersonation discovered after confirmation. It plainly could. The question is whether, once the Petitioner disputed that allegation and the Bank proposed to terminate his service on a categorical finding that impersonation had occurred, that finding could be reached outside the disciplinary procedure governing his service.

19. Clause 12 of the Bipartite Settlement is important in that regard.

Clause 12(a), as placed before the Court, provides in material part:

> *"(a) An employee against whom disciplinary action is proposed or likely to be taken shall be given a charge- sheet clearly setting forth the circumstances appearing against him and a date shall be fixed for enquiry, sufficient time being given to him to enable him to prepare and give his explanation as also to produce any evidence that he may wish to tender in his defence. He shall be permitted to appear before the Officer conducting the enquiry, to cross- examine any witness on whose evidence the charge rests and to examine witnesses and produce other evidence in his defence. He shall also be permitted to be defended - (i) (x) by a representative of a registered trade union of bank employees of which he is a member on the date first notified for the commencement of the enquiry. (y) where the employee is not a member of any trade union of bank employees on the aforesaid date, by a representative of a registered trade union of employees of the bank in which he is employed :"*

20. The framework of Clause 12 is equally revealing. It expressly contemplates suspension pending an enquiry or its initiation under Clause 12(b). The Bank did precisely so on 7th January, 2026, when it suspended the Petitioner under Clause 12 on account of the allegation that he had resorted to unfair means in the recruitment process. Having thus invoked the disciplinary framework contemplated by Clause 12, the Bank thereafter did not proceed to hold the enquiry contemplated therein.

21. Clause 12(e) dispenses with an enquiry only where, *inter alia,* the employee voluntarily admits his guilt in response to the show cause notice and the Bank does not intend to impose the punishment of discharge or dismissal. A separate exception is contemplated under Clause 12(f) in cases of minor misconduct where the proposed punishment is limited to warning or censure. Neither situation arises here. The Petitioner did not admit the charge; rather, he disputed the allegation of impersonation. Nor was the action ultimately taken against him confined to warning or censure. The exceptions contemplated by Clause 12 are therefore inapplicable.

22. More fundamentally, the impugned order leaves no room for treating the allegation of impersonation merely as the occasion or motive for termination. The Bank has recorded that the comparison "conclusively" established that the Petitioner obtained selection through impersonation and unfair practices. It is upon that finding, and no other, that his service has been brought to an end. Misconduct is therefore the foundation of the order.

23. The form of a termination order is not conclusive. Where the termination is founded upon allegations of misconduct, rather than the allegations merely furnishing the basis for discontinuance, the action assumes a punitive and stigmatic character. In such a case, the employee cannot be dispensed with without being afforded an opportunity to defend the allegations in a proper departmental enquiry.[5]

24. There is an authority even closer to the facts. In ***Suraj Subhashchandra Laheri***, the very same Bank had terminated the employee after relying upon discrepancies in his photographs and signatures and an expert opinion to conclude that another person had impersonated him during the recruitment process. The Bank had also relied upon a stipulation in the appointment letter permitting termination where the particulars furnished for securing employment were found to be false. The Gujarat High Court held that the termination, having been founded upon the alleged act of impersonation, was stigmatic and punitive and could not be sustained without a departmental enquiry.

25. In ***State Bank of India v. Rajesh Kumar***[6], similar circumstances were

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[5] See: *Nina Lath Gupta v. Union of India* 2023 SCC OnLine Del 2518; *Parshotam Lal Dhingra v. Union of India* AIR 1958 SC 36; *Anoop Jaiswal v. Government of India & Anr.* (1984) 2 SCC 369; *Dipti Prakash Banerjee v. Satyendra Nath Bose National Centre for Basic Sciences* (1999) 3 SCC 60.

[6] (2015) 2 All LJ 87

involved. It was held that the allegation that the employee had not appeared in the written examination and had been impersonated by another person constituted misconduct and fraud. The termination on this premise was, consequently, held to be not simpliciter but stigmatic. Although the Bank had relied upon a forensic expert's report opining that the material established impersonation, the Division Bench held that the allegation nevertheless had to be established in a disciplinary enquiry, in which the employee would have an opportunity to state his defence and rebut the Bank's case. The Court accordingly held that the termination ought to have been preceded by a disciplinary enquiry. This view was followed in ***Suraj Subhashchandra Laheri.***

26. ***Roop Singh Negi*** approaches the issue from the next stage, but the principle is relevant here. The Supreme Court held that a departmental proceeding is a quasi-judicial proceeding and that the charges against the delinquent employee must be found to have been proved on the basis of the materials brought on record by the parties. The Court further held that material collected during investigation by the investigating officer could not, by itself, be treated as evidence in the disciplinary proceeding. The Court, while observing that "suspicion, as is well known, however high it may be, can under no circumstances be treated as a substitute for legal proof," emphasised that a finding of guilt could not be sustained in the absence of evidence and that the conclusion of the enquiry officer could not be founded on conjectures and surmises.

27. This is also why the submission that an appointment procured by fraud is void *ab initio* does not carry the Bank all the way. The legal proposition, in the abstract, is unobjectionable. An appointment shown to

have been procured through impersonation cannot be protected by passage of time or confirmation. But here the factual premise itself is disputed. The Petitioner says that he personally appeared in the examinations. The Bank says that another person appeared for him. To declare the appointment void because of impersonation necessarily assumes that impersonation has first been established.

28. The Bank cannot rely upon the legal consequence of a 'proved fraud' to dispense with the process by which the 'disputed fraud' is to be established. To do so would invert the sequence of reasoning. The appointment cannot be treated as void merely because the Bank has itself concluded that impersonation occurred, while at the same time relying upon that asserted invalidity to justify dispensing with an enquiry into the very allegation on which the conclusion rests.

29. The proceedings before IBPS do not resolve that difficulty. IBPS was entitled, within the framework governing the recruitment process, to examine the integrity of the examination and to take such action as was available to it, including debarment from future examinations. Its speaking order and the material collected during that exercise could undoubtedly constitute material upon which the Bank might initiate action against the Petitioner. Indeed, the Bank itself considered the material sufficiently serious to invoke Clause 12 of the Bipartite Settlement and place the Petitioner under suspension. What those proceedings could not do, however, was substitute for the disciplinary process governing the Petitioner's service once the Bank proposed to terminate him on a disputed finding of impersonation.

30. The IBPS speaking order could therefore provide the basis for a

charge-sheet and disciplinary proceedings by the Bank, but could not, by itself, constitute the Bank's determination of the disputed allegation.

31. The Bank's own course of conduct makes this distinction clearer. On 7th January, 2026, it treated the matter as one calling for disciplinary action and suspended the Petitioner under Clause 12. Thereafter, without explaining why that settlement-based route was no longer applicable, it changed course and treated the same allegation as sufficient to cancel the original candidature under the appointment letter. The nature of the accusation did not change. Nor did the consequence become any less punitive.

32. The proceedings undertaken by IBPS and the disciplinary action open to the Bank need not be treated as mutually exclusive. IBPS was entitled, within the recruitment framework, to examine the integrity of the selection process and communicate its findings and the material collected by it to the Bank. The difficulty arises at the next stage: once the Bank itself adopted the finding of impersonation as the basis for terminating the Petitioner's service, the disputed allegation had to be dealt with in accordance with the service regime governing him.

33. The nature of the material relied upon also assumes significance. The photographs and biometric records were generated at different stages of the recruitment process and formed part of the historical record. The allegation of impersonation arose much later from a retrospective comparison of those records and their asserted linkage with other recruitment data. The Petitioner disputes both the comparison and the conclusion drawn from it. In these circumstances, the allegation was not one that could be treated as self-evident. It called for an enquiry in which the material could be produced,

explained and tested, and the Petitioner afforded an effective opportunity to rebut it. A show cause notice followed by consideration of a written reply does not, on these facts, perform that function.

34. Considerable emphasis was also placed upon the use of artificial intelligence-based tools in the exercise undertaken by IBPS. It is unnecessary for the Court to pronounce upon the reliability of that technology in the abstract, or upon the correctness of the analysis undertaken in the present case. The dossier contains photographic and biometric comparisons which the Bank is entitled to rely upon in accordance with law. Their probative value, the manner in which the comparisons were undertaken, and the Petitioner's objections to them are matters which may be examined in the proceedings in which the allegation of impersonation falls for determination. Nothing stated in this judgment should be read either as accepting or discrediting that material.

35. Counsel for the Petitioner also referred to interim orders passed in similar matters arising out of the same or comparable recruitment exercises. In Writ-A No. 9590 of 2026, the Allahabad High Court stayed an order of termination upon a challenge founded, *inter alia*, on the absence of a regular disciplinary enquiry. The Madhya Pradesh High Court in W.P. No. 29685 of 2026 has granted similar interim protection while noticing the Bank's contention that the appointment obtained through impersonation was void *ab initio*. These are interim orders, and the Court does not treat them as determinative of the legal issue. They merely disclose that the same procedural question has arisen elsewhere.

Conclusion

36. The Petitioner was a confirmed employee. His appointment letter

itself subjected his service to the Bipartite Settlement and applicable service conditions. The Bank treated the allegation as disciplinary when it invoked Clause 12 and suspended him. The Petitioner did not admit the accusation. Yet no charge sheet was issued, no enquiry was held, and no opportunity to test the evidence was afforded within the disciplinary framework. The termination order nonetheless returns a categorical finding that impersonation was "clearly established". On these facts, a show cause notice followed by consideration of a written reply was not a substitute for the enquiry contemplated by Clause 12.

37. This conclusion should not be mistaken for an adjudication in favour of the Petitioner on the allegation itself. There is material which calls for an answer. The allegation is grave. If established in a duly conducted proceeding, the Bank would be entitled to take such action as is permissible in law. What cannot be sustained is the route adopted to reach that conclusion.

Relief

38. The impugned order dated 20th April, 2026 is accordingly set aside.

39. The Petitioner shall be reinstated in service. This shall not prevent the Bank from initiating disciplinary proceedings on the allegation forming the subject matter of the show cause notice dated 17th February, 2026 and the impugned order. If the Bank elects to proceed, it may issue an appropriate charge sheet and conduct the enquiry in accordance with Clause 12 of the Bipartite Settlement and the service conditions applicable to the Petitioner.

40. The Bank shall also remain at liberty to consider, in accordance with the applicable rules and Clause 12, whether the Petitioner should remain under suspension during such proceedings. Any such decision shall be taken

independently and in accordance with law.

41. Having regard to the nature of the allegation, it is desirable that the matter does not remain unresolved indefinitely. If the Bank proposes to institute disciplinary proceedings, the charge sheet shall be issued within four weeks from today, and the proceedings shall, subject to the Petitioner's cooperation, be concluded as expeditiously as practicable.

42. As the termination is being set aside on account of the procedure adopted, and the merits of the allegation remain open for adjudication, the Petitioner's entitlement to back wages for the period between 20th April, 2026 and his restoration to service shall abide by the result of the disciplinary proceedings, if initiated within the period stipulated above. If no proceedings are initiated within that period, the Bank shall determine and release the consequential monetary benefits in accordance with law.

43. Nothing stated in this judgment on the photographic, biometric or other material shall influence the enquiry officer or the disciplinary authority. They shall assess the material independently. The Petitioner shall likewise remain free to raise every defence available to him, including objections concerning the provenance, methodology, reliability and probative worth of the material relied upon by the Bank.

44. The writ petition is allowed in the above terms.

SANJEEV NARULA, J

AUGUST 10, 2026/ab