S.L. Bathla Vs State of Bank of India and Others

Court: Allahabad High Court

Date of Decision: Dec. 8, 1998

Acts Referred: Constitution of India, 1950 â€" Article 226

Citation: (1999) 1 UPLBEC 233

Hon'ble Judges: D.K. Seth, J

Bench: Single Bench

Advocate: A.K. Sharma, Ravi Kiran Jain, Arvind Kumar and K.P. Agarwal, for the Appellant; S.C., S.N. Verma and Navin Sinha, for the Respondent

Final Decision: Dismissed

Judgement

D.K. Seth, J.
On 9th of September, 1981 the petitioner had applied for permission to contest the election to the Municipal Board,

Saharanpur scheduled to be held in December, 1981. The permission was granted on 23rd September, 1981 with a stipulation in Clause 3 of the

said permission contained in Annexure 2 that it would be open to the Bank to call upon him to cease to continue in the office of the Municipal

Board if the Bank considers that his continued service in such office would interfere with his work in the bank and if he refused to relinquish his

service as member of the Municipal Board when called upon to do so by the Bank, it would be open to the Bank to take disciplinary action against

him and even terminate his service. But the said election for which permission was sought by the application contained in Annexure 1, did not take

place. On 15th December, 1988, the petitioner informed the Bank that he would be contesting the election scheduled to be held in 1989

(Annexure "3"). The petitioner participated in the election on 10th January, 1989. The result whereof declared on 11th January, 1989 declaring the

petitioner to be elected. By a communication dated 20th March, 1989, the petitioner was informed that there had been amendment in the rules and

pursuant to such amended rules, explanation was called from him. The petitioner had sent his explanation on 4th of April, 1989 pleading ignorance

of the amendment in the rules. On 19th April, 1989, the Bank had issued a notice to show cause together with a Circular dated 28th of January,

1987 containing the relevant extract of the amended rules being annexed as Annexures 7 and 8 to the writ petition. The petitioner submitted his

reply on 10th May, 1989. Having considered the reply, the Bank had required the petitioner to resign from the post of Councillor of the Municipal

Board within 3 days through the communication dated 25th September, 1989 informing him that in default, he would be liable to be proceeded

against through a disciplinary action including termination of service. This order was challenged through writ petition No. 2840 of 1989 before the

Delhi High Court, which was pleased to dismiss the writ petition by a judgment and order dated .1.8th July, 1990 (Annexure 11). The petitioner

thereupon moved the Apex Court through a SLP being S.L.?. (Civil) No. 10113 of 1990, which was dismissed by an order dated 5th April, 1991

(Annexure 14). Thereafter by or under a communication dated -13th May, 1991, the petitioner was given notice with the proposal to terminate his

service asking him to show cause within 7 days being Annexure 15. T\he petitioner submitted his reply on 21st May, 1991, which is Annexure 16

to the writ petition. By an order dated 31st May, 1991, the petitioner''s service was terminated with immediate effect offering the petitioner notice

pay of three months in lieu of notice. This order contained in Annexure 17, has since been challenged in this writ petition.

2. Mr. K.P. Agarwal appearing with Ms. Suman Sirohi, learned Counsel for the petitioner had contended that the order of termination is in effect a

punishment purported to have been punished through disciplinary proceedings and as such Regulations 521 and 522 of the Shastri Award are very

much attracted making it mandatory that such order could be passed only after holding disciplinary proceedings as contemplated in Regulation 522

of the said Award. In the present case, according to him no disciplinary proceedings at all have been held, which is an admitted position.

Therefore, the order of termination is void ab initio. Secondly, he contends that the ground on which the disciplinary proceedings were taken, was

completely non-est since the petitioner had obtained permission to contest the election by means of the order dated 23rd September, 1981

through which he was permitted to contest the election and that no disciplinary proceedings could be taken against him pursuant to the alleged

violation of the rules amended in 1987, of which the petitioner was ignorant. Since the permission was given to the petitioner to contest the

election, there was no scope for termination of service on the alleged ground of non-compliance with the Bank''s requirement to resign. He future

contended that even if the termination was presumed to have been passed on the condition No. 3 in the order dated 23rd September, 1981, the

question that his continuance in the office of the Councillor of the Municipal Board had interfered with the work of the bank, is a disputed question,

which could only be ascertained in a disciplinary proceeding through adequate evidence. In the present case, this question was decided purely on

the basis of caprice and whims of the Bank without holding any disciplinary proceeding or enquiry as to the said question. He next contends that

the termination having been made on the basis of a misconduct within the meaning of paragraph 4 (e) of Regulations 521 as such the procedure laid

down in paragraph 10 of Regulation 521 ought to be followed and non-compliance thereof would result in the procedural failure and as such, is

liable to be struck down. The order of termination having provided for pay in lieu of notice is in effect a retrenchment and the grounds on which it

was inflicted, is not a ground for retrenchment and if it is a retrenchment, in that event, in absence of any compensation and failure to observe the

rules for retrenchment, the order cannot be sustained. He also contended that such termination would be hit by Article 16 of the Constitution of

India to the extent that the service cannot be interfered with simply by termination with three month''s notice till the tenure of entire service is over,

in view of Regulation 522 of the said Award.

3. He had elaborated his arguments on these questions and had sought to impress upon the Court that the order cannot be sustained and as such,

is liable to be quashed.

4. Mr. S.N. Verma, on the other hand contended that the Staff Regulation as was amended was circulated, which is Annexure 8 to the writ

petition. Whether the petitioner had individual knowledge of the same or not is immaterial as soon as the Circular is circulated in the official

administrative system. The petitioner having never disputed that there was no circulation of the said circular, the petitioner''s individual ignorance is

immaterial. When amendment was brought in the rules so long it stands and is not struck down or replaced, it is as much binding on every

individual employee of the Bank, who are governed by such rules. According to him, the 1987 amendment has clearly stipulated that in case an

employee was elected in any municipal board or other bodies, in that event he has to resign even if he had obtained permission to contest such

election. The permission contemplated in the amended rules is only a permission to contest the election, but not a permission to continue in the

Bank''s employment during the period he holds office of such public body. Therefore, the petitioner was rightly asked to resign and his refusal

entailed his termination by reason of such condition and not by reason of any condition contemplated in Regulation 521. Though both the actions

contemplates of disciplinary action but there are some distinction in between the two disciplinary actions when one is based on the basis of

misconduct and the other is based on certain conditions of service stipulating certain obligations on the part of the employee. Though, however, he

admits that the principles of disciplinary proceedings as contained in Regulation 521 is to be observed but the details of the enquiry in the facts and

circumstances of the case as has been sought to be argued by Mr. K.P. Agarwal, was not necessary to be resorted to. According to him, the

procedure laid down to hold disciplinary proceedings was to prevent injustice so that the power of disciplinary action is exercised within the scope

and ambit of judicial norms. He further contends though the Bank was supposed to terminate his service on the basis of amended rules but the

Bank had respected the 1981 permission and had proceeded to terminate his service on the stipulation No. 3 in the permission contained in

Annexure 2 though it was not obligatory on the part of the Bank to respect the said permission. According to him, it was to the advantage of the

petitioner himself that the Bank had proceeded on the basis of stipulation 3 contained in Annexure 2. He contends that the said permission though,

however, could not be used or utilized for the purpose of election to be held at any other date as mentioned in the application itself contained in

Annexure 1, namely that the permission was sought for election to be held in the month of December, 1981, the Bank had permitted the petitioner

having regard to the election to be held in December, 1981. But he had contested the election that was held in January, 1989 after eight years. The

same permission cannot be used or utilized for the purpose of contesting the 1989 election. Even then, according to him, the said stipulation was

provided for two conditions, namely that if the Bank considers that the continuance of the petitioner in the office would interfere with the Bank''s

word then he may be asked to relinquish his office of the Municipal Board and in default, he may be subjected to disciplinary action, including

termination of his service. Relying on the phrase ""if the Bank considers"", he contends that it is the sole discretion of the Bank to consider the

question, according to its subjective satisfaction which can never be judged by any Court particularly by this Courts while sitting in the jurisdiction

exercising revisional authority, and not sitting on appeal on such consideration, which is a satisfaction absolutely subjective to the discretion of the

Bank itself. He again relies on the phrase ""it would be open to take disciplinary against you and even terminate your service,"" He contends that the

Bank had never pointed out that such disciplinary action means an action of misconduct to be brought within the preview of Regulation 521. On

the other hand, it was a clear stipulation that in case he refuses to relinquish the office, in that event, he might be subjected to any kind of

disciplinary action, including termination of service. Thus this condition contemplates a completely different disciplinary action other than

contemplated in Regulation 521. He next contends that the question as to whether amended Regulation could be attracted in the case of the

petitioner, is concluded by the judgment in case of General Manager (Operations), State Bank of India and Others Vs. State Bank of India Staff

Union and Another, He further contends that very initiation of the proceedings for the disciplinary action as contemplated by t he Bank pursuant to

which the petitioner''s service was terminated having been subjected to a writ proceedings concluded by a decision against the petitioner since

been affirmed by the Apex Court in a SLP moved against the order passed by the Delhi High Court, these questions are concluded by those

decisions which cannot be reopened and would stare on the face of the petitioner. Relying on paragraph 6 of the decision in the case of General

Manager (Operations), State Bank of India and Ors. (supra), he contends that the case of the petitioner having been cited in the said decision,

there is no scope of getting rid of the proceedings and to contend that the proceeding is invalid because it did not comply with the provisions

contained in Regulation 521. Mr. Verma, however, had taken a few more points which in the present context, in my view, is not required to be

gone into and, therefore, I refrain from referring to those contentions argued by Mr. Verma.

5. Mr. Agarwal, in reply had elaborated his arguments advanced by Mr. Verma with brilliant effort and had sought to contend that the decision of

the Delhi High Court and the Apex Court in the earlier writ petition filled by the petitioner was confined to the question on fundamental right to

contest an election by the employee of the Bank and it has not decided any other aspect. All other findings if arrived at in the said judgment, were

for the purpose of arriving at a conclusion with regard to the question of the decision on the issue raised therein. The factual aspects were not at

issue in the said proceedings and as such, the finding thereon does not bind the petitioner with regard to the factual aspect, particularly in view of

the question that at that point of time, the present impugned order of termination was not in existence. All the issues stood reopened by reason of

the fresh cause of action and as such, it is not open to Mr. Verma to bank upon the decision in the earlier writ petition. On these grounds, he prays

that the writ petition be allowed.

6. I have heard both Mr. S.N. Verma appearing with Sri Navin Sinha for the respondents and Mr. K.P. Agarwal, appearing with Ms. Suman

Sirohi for the petitioner at length.

7. Both the counsel had advanced captivating argument in support of their respective contentions as indicated hereinbefore. The fact remains that

the petitioner had applied for permission to contest the election to be held in December, 1981, which is apparent from Annexure 1. The permission

was granted though Annexure 2 on the basis of the said letter dated September 9, 1981 contained in Annexure 1 with the conditions mentioned

therein. The condition No. 3 stipulated as follows :-

It would be open to the Bank of call upon yet to cease to continue in the office of the Municipal Board if the Bank considers that your continued

service in such office would interfere with your work in the Bank. If you refuse to relinquish your service as a member of the Municipal Board

when called upon to do so by the Bank, it would be open to the Bank to take disciplinary action against you and even terminate your services.

The election had taken place on 10th January, 1989. The petitioner had by his letter dated 15th December, 1988 informed the Bank that he would

be contesting the election on 10th of January, 1989 with the undertaking to comply with the requirement of the conditions stipulated in the

permission contained in Annexure 2, including stipulation 3 thereof. In the meantime there has been certain changes in the Regulation in 1986,

which was circulated through Annexure 8.to the writ petition being dated 28th January, 1987. The petitioner feigns ignorance of the said circular.

Admittedly, it was the rules governing the staff. The petitioner does not disputes that he is governed by Shashtri Award as well. Whether the

petitioner had personal knowledge or not is immaterial. All changes in the rules are binding on the staff who are governed by it. It is not disputed

that the circular was never issued. It is only ignorance of the said changes that has been pleaded by the petitioner. So long the rules remains in force

and not struck down or quashed or replaced, those are binding on the staff. No one can claim exception from the application of such rules only

because of his ignorance of the said rules. The question of conflict between the Shashtri Award and the said Rules as raised by Mr. Agarwal, does

not merit to be a sound proposition particularly in view of the decision in the case of General Manager (Operations), State Bank of India & others

(supra), of the Apex Court, wherein it was held that the circular dated 28th January, 1987 did not being about any change in the condition of

service of a workman. The rules of conduct of the Award Staff have always included a rule to the effect that the employee of the Bank may not

accept office of Municipal Council or other public body without prior sanction of the Bank. Therefore, it is not open to Mr. Agarwal to contend

that the Staff Rules would not apply in the case of the petitioner. As soon the rules are amended, it is binding with prospective effect. Any

permission, granted earlier under the rule that existed prior to amendment in respect of an election to be held long before such amendment came

into being, cannot override or supersede the amended rules. In any event, a permission granted in 1981 to contest election to be held in 1981

cannot be utilized for the subsequent election held after 8 years, even if the 1981 election was not held.

8. Be that as it may, it would not be necessary to deal with such aspect in detail in view of the fact that virtually the Bank had proceeded against

the petitioners on the basis of the stipulation 3 contained in Annexure 2. Even though the permission contained in Annexure 2 could not be treated

to be a permission for contesting the election held in 1989 after the Staff Rules were amended, which contemplates that a fresh application is to be

made and upon such application, it was incumbent to given an undertaking by the employee. The petitioner in his intimation sent to the Bank on

15th December, 1988 had also indicated that he was undertaking to comply with condition No. 3 of Annexure 2. Since the Bank had proceeded

on the basis of this question, therefore, we may examine the same form the stand point of condition No. 3 in Annexure 2.

9. The question as to whether disciplinary action could be taken against the petitioner or not in view of non-seeking of the permission or violation

of the condition of the permission is no more res-integra in view of the decision of the Delhi High Court in the earlier writ petition and its affirmation

by the Apex Court contained in Annexures 11 and 14 respectively. The Delhi High Court while dealing with the question was pleased to observe

that the relevant rules have undergone a change in 1987 stipulating a condition of resignation, which is not a service condition affecting the right of

the petitioner under Articles 19(1)(a), (b) and (c) of the Constitution oh the point that there was no question of breach of fundamental right of the

petitioner by reason of such condition contained in the rules. After having observed as such, it was held that the employees of the Bank are as

much bound by the administrative order as by on other settlement. This decision is a decision intra parties and as such, every much binding

between the parties and cannot be reopened any further. This judgment was affirmed by the Apex Court in its decision dated 5th April, 1981

passed in SLP No. 10113 of 1990, wherein it has been observed that the continuance of the petitioners as the member of the Municipal Board

would affect his working in the Bank as claimed by the Bank which the petitioner had disputed and that the management while considering this

question through its decision dated 6th February, 1981 had expressed that the petitioner''s continuance as Municipal Councillor would effect the

work in the Bank. This decision was also disputed by the petitioner . With regard thereto, the Apex Court was pleased to observe that it did not

express any view with regard to the disputed aspect. Thus the Apex Court while disciplinary the SLP had virtually affirmed the order dated 18th

July, 1990 passed in writ petition No. 2840 of 1989 by the Delhi High Court. But it is apparent with regard to the question as to whether the

continuance in the office of the Municipal Board of the petitioner would affect the working in the Bank was left at large since the Apex Court did

not express any view with regard thereto when the Delhi High Court did not deal with the said question at all. The absence of mention of this

aspect in the judgment of the Delhi High Court cannot be treated to be a constructive res judicata in view of the observations made by the Apex

Court in its decision dated 5th April 1991 by refusing to express any view with regard thereto and thereby keeping and question at large to be

agitated at appropriate stage.

10. Admittedly, at that point of time, no final order with regard to the decision that the work of the Bank would be interfered with by reason of his

continuance was in existence. Only after the impugned order dated 31st May, 1991, was passed, the question became germain in the present writ

petition.

11. As observed earlier, this question may be gone into in the light of the permission contained in Annexure 2. The permission itself stipulated that if

the Bank considers that the continuance in the office of the Municipal Board would affect in the service of the petitioner, in that event, the Bank

may require the petitioner to cease to continue in such office. The pharse ""if the Bank considers"" postulates a consideration by the Bank, Such

consideration is a consideration by an employer with regard to its business being performed through its employees. Whether an act will affect the

Bank"s work or not is a question absolutely within the discretion of the employer to be taken into consideration, which is subjective in nature, Such

consideration cannot be an objective and as such it excludes testing thereof through objectively. While; sitting in writ jurisdiction, this Court

exercises revisional authority and does not sit on appeal there being no objective standard through which it can be decided by the Court as to

whether the continuance in the Municipal Board office will affect the work of the Bank. Subjectively of Satisfaction excludes any objectivity and

any scrutiny to the extent which this Court exercising writ jurisdiction can undertake or afford to exercise. This consideration having been taken by

the Bank, it was not open to the petitioner to contend that this can be established only through an enquiry as contemplated in Regulation 521.

Regulation 521 deals with disciplinary action relating to misconduct which is altogether different and distinct from the exercise undertaken in view

of stipulation 3 in Annexure 2. Even then the procedure laid down for holding enquiry in paragraph 10 of Regulation 521 contemplates for

appointment of an enquiry officer. Whether the continuance in the office of the Board would interfere with the work of the Bank is a question which

could be determined by the employer itself. The enquiry officer cannot substitute itself to the place of the employer. The enquiry officer cannot

come to any conclusion with regard to the satisfaction of the employer. But then it was also specifically stipulated that if the Bank considers. Such

consideration is, therefore, an administrative consideration without being quasi-judicial in nature as in the case of a disciplinary proceedings

contemplated in Regulation 521. An administrative decision dependant on subjective satisfaction cannot be interferred with sitting in revisional

jurisdiction exercising authority under Article 226 of the Constitution of India. It is be left with the Bank according to the condition contained in

stipulation 3, which the petitioner himself had undertaken to comply with in his letter dated 15th December, 1988. After having undertaken

unequivocally o without any reservation or condition through his letter aforesaid, the petitioner is estopped from questioning the stand of the Bank

with regard to the stipulation 3 which implied that if he is required to relinquish the office, in that event, in case of his refusal to relinquish such

office, the Bank was free to take disciplinary action, including to terminate his service. An unconditional undertaking to comply with the said

stipulation operates as an estoppel against the petitioner to challenge it otherwise.

12. The employer, Bank is a public sector undertaking. It deals with public and performs public duty. As such authority, it is required to maintain

transperency in its working. Such transperency is not only to be maintained but also to be seen to have been maintained. It may not allow its

transperency to be tarnished. While upholding the validity of the amended Staff Rules, the Apex Court in the case of General Manager

(Operations) State Bank of India (supra), was pleased to observe that the appellant Bank was a public sector undertaking set up for carrying out a

public purpose. As an employee, the employees carry out their functions without being influenced in any manner and their behviour does not give

rise to any talk of favoritism in granting loans, credit facilities of the Bank. When a person contest elections to a Municipal or public body, he

naturally would week support from political parties or various other persons in his constituency. Without their support, it would not be possible for

a person to get elected. In turn, the elected person would be under an obligation to those persons who are responsible for his election. Such an

elected person who, if an employee of a public sector Bank which deals with sanction of loans, advances, overdrafts etc. may be in a position to

use his influence with officers regarding granting of such facilitates. In order, therefore, that the functioning of the Bank would be free from political

influence and favoritism, the circulars have been issued.

13. The above view expressed by the Apex Court is so obvious that there is no scope of second opinion that such consideration is subjective and

not objective. It is not a question of misconduct that requires to be proved. It is a question of realization or apprehensions. It is a question of

satisfaction dependant on subjectively. In present day, context having regard to the social scenario these are facts which are very difficult to deny.

Whether such continuation will affect the working of the Bank or not is so apparent that the same had led the authorities to amend the Staff Rules

to incorporate resignation compulsory upon elections ensured through undertaking. Fundamental right to be elected in the office of Municipal

Board or public body could not be claimed in the continuance in service impairing the work of the employer when such right is in conflict with the

service condition. The fundamental right is to be elected. It is not to continue in service in violation of-the service condition. There cannot be any

fundamental right to continue in service in violation of service condition unless such condition is held to offend fundamental right and are struck

down. In the present case, the validity of the Rules having been upheld as not affecting the fundamental right in General Manger (Operations) state

Bank of India (supra), it is no more open to the petitioner to claim any such right.

14. The word "consider" means to view attentively to survey, examine, inspect, to look attentively; to think over, mediate on, give heed to, take

note of according to the Shorter Oxford English Dictionary, 3rd Edition printed in 1980. The word "consideration" means the action of looking at;

beholding, contemplation; keeping of a subject before the mind; attentive thought reflection, mediation; the action of taking into account; the being

taken into account; taking into account of anything as a reason or motive; a fact or circumstances taken, or to be taken into account in the same

dictionary. In the Oxford Advanced Learner"s encyclopedic Dictionary, second impression 1993 enjoins the word "consider" to mean think about;

especially in order to make a decision; contemplate; be of the opinion. The word "consideration" in the same dictionary means action of

considering or thinking about; quality of being sensitive, or thoughtful towards others.

15. Thus we see that the word "consider" contemplates of formulating an opinion with out reference to objectivity. Such consideration may be a

contemplation or opinion based on subjectivity. As soon the opinion is based on subjectivity in satisfaction it is no more open to scrutiny by a

Court except to the extent that formation of such opinion on the basis of subjective satisfaction is mala fide or perverse and no reasonable man

would arrive at such an opinion.

16. In the case of The State of Bombay Vs. Atma Ram Sridhar Vaidya, the Apex Court has held that such satisfaction cannot be questioned by

the Court except on the ground of malafide, unless the opinion is such that a rational human being can not arrive at such a conclusion or it is not

connected in any manner with the objects which were to be prevented from being attained. In the case of Rameshwar Shaw Vs. District

Magistrate, Burdwan and Another, , subjective satisfaction has been held to be not justifiable even on the adequacy of the material on which the

said satisfaction purports to rest. It is only in incidental manner on the plea of mala fides such question can become justifiable otherwise the

reasonableness or propriety of the said satisfaction contemplated cannot be questioned before the Courts. In the case of Anil Dey Vs. State of

West Bengal, , the Apex Court has held that the veil of subjective satisfaction of the detaining authority cannot be lifted by the Courts with a view

to appreciate its objective sufficiency. Nevertheless, the opinion of the officer must be honest and real, and not so fanciful or imaginary that on the

facts alleged no rational individual will entertain the opinion necessary to justify detention.

17. In the present case, in the opinion has satisfied the test of reasonableness and nexus with the object sought to be attained to prevent the evil

which may ensure in such circumstances for which rules were so orchestrated or the embargo was so imposed. As discussed it is the question that

it to be formulated in the opinion of the employer as to whether it would affect its working or not which is dependent on its opinion or

contemplation. In the facts and circumstances of the case, neither the mala fide can be pleaded nor has been so pleaded by the petitioner in this

case and neither it cannot be said that there was no nexus with the object or it is not unconnected with the object and purpose or that no

reasonable man could arrive at such an opinion. For these reasons, this Court cannot substitute its views with those of the employer in this respect.

18. The second part of the permission providing stipulation 3 had contemplated of taking disciplinary action, including termination of service. As

observed earlier, such disciplinary action is a distance and separate disciplinary action as contemplated in Regulation 521 requiring the compliance

of the whole procedure as laid down in the said Regulation. But then, admittedly the authority had issued a notice to show cause affording an

opportunity to the petitioner to explain . After consideration of the explanation, the petitioner again was given, a show cause with the proposed

punishment, to which the petitioner had again replied and after considering the reply. The impugned order contained in Annexure 17 was issued.

Regulation 521 contemplates that if a disciplinary action is proposed against a person, in that event the person should be informed of the particulars

of the charges against him and that he should have a proper opportunity to submit his explanation to such particulars and final orders should be

passed after due consideration of all the relevant facts and circumstances. Admittedly, in the present case, this procedure was resorted to. But,

however, the procedure in paragraph 10 of the said Regulation, in particular, to the extent of appointment of an enquiry officer or undertaking the

enquiry procedure through examination of witness, has not been undergone. Admittedly, in the facts and circumstances of the case, there was no

dispute with regard to the fact that the condition No. 3 was binding on the petitioner and the petitioner had not complied with the said condition.

The only dispute that was sought to be raised was with regard to the arrival of the satisfaction that the petitioner''s continuance in the office of the

Municipal Board would affect his work in the Bank. Apart from the said question, other parts are not disputed. Since it is already held that this

question is not subject matter of the disciplinary proceedings. Therefore, it would not affect the disciplinary action taken against the petitioner if

paragraph 10 is not complied with since there was nothing, which was required to be proved factually through any evidence since the facts were all

admitted except the said satisfaction. Since this disciplinary action is disciplinary action in view of the petitioner''s obligation to reliquinsh the office

in terms of condition and the proceeding carried out not being one for misconduct but being one for violation of the stipulation which itself

contemplated disciplinary action, including termination of service since been undertaken to be complied with by the petitioner through his letter

dated 15th December, 1988. there is no scope for this Court to interfere with the said order.

19. In the facts and circumstances of the case as observed earlier, therefore, this Court is of the view that there is nothing which may warrant

interference by this Court with the order impugned.

20. The writ petition, therefore, fails and is, accordingly, dismissed. The interim order pursuant to which the petitioner is, admittedly, continuing in

service stands, hereby, discharged with the observation that since during this period the petitioner worked under the orders of the Court, the

amount paid to the petitioner by way of salary would not be recovered by the Bank"'' and the petitioner would be entitled to all such post-discharge

benefits, if any, as may be admissible to him under the rules, the payment of -which the Bank will ensure at the earliest, if possible preferably within

a period of three months from date.