

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,**  
**JABALPUR [M.P.]**

**NO. CGIT/LC/ R/77/2023**

**Present: P.K.Srivastava**

**H.J.S..(Retd)**

**Madhya Pradesh Bank Karmchari Sangh Indore,  
6/a Vaishali Nagar Indore,  
Indore (M.P.)-452009**

**Workman**

**V/s**

**Union Bank Bhawan,  
Zalariya**

**Management**

**(JUDGMENT)**

**(Passed on this 12<sup>th</sup> day of February, 2026)**

As per letter dated **03/11/2023** by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under **Section-10 of Industrial Disputes Act, 1947** (in short the 'Act') as per Notification **No. RLC-7(11)/2023** dt. **03/11/2023**. The dispute under reference relates to:-

***"Whether the action of the management of Union Bank of India, to terminate the services of the workman Shri Gopal Singh Chauhan is justified? If not what relief the workman is entitled for?"***

**After registering the case on the basis of reference**, notices were issued to the parties. The Union appeared and filed its statement of claim through its representatives. The Learned Counsel for the management Bank also appeared and filed Vakalatnama on his behalf, Application from the Union side u/s 36(4) of the Act was filed and allowed after hearing thereafter, none appeared from the Bank. No written statement was filed vide order dated 08.07.2025, the Reference proceeded *ex-parte* against the Bank.

**In evidence**, the workman union filed affidavit and enquiry documents as per list. I have heard argument of Union Representative Mr. Shrikant Sahastrabuddhey and have gone through the record. The Union Representative has filed written submission also which is on record.

**The case of the workman** is mainly that while he was in employment of Bank, he was issued a memo of charges on 16.10.2019 leveling certain allegations of misconduct against him. He submitted his reply to the charges on 30.10.2019. The Bank conducted enquiry with respect to the charges on 07.12.2020. The charges could not be proved. The Bank again issued a letter, it was received by the workman on 12.03.2021 stating that the enquiry conducted against him was canceled due administrative reasons and new enquiry will be conducted. Thereafter, the management conducted an enquiry and terminated the workman on the basis of enquiry report which is against the Bipartite Settlement and Shastri Award applicable to the parties in this respect because no second enquiry can be conducted on the basis of same charges. The Union has prayed that holding the second enquiry and enquiry report as well punishment order on the basis of enquiry report is vitiated in law, the workman be reinstated with back-wages and benefits.

**In evidence**, the workman union filed his affidavit of the workman which is uncontroverted and also the documents with respect to enquiry which are charge-sheet, enquiry proceedings, brief submitted by Presenting Officer, Reply of the workman, Letter from the Bank that the enquiry is cancelled due to administrative reasons, Reply of the workman, proceedings of the second enquiry and Termination letter.

The written submission have also been filed in addition which are part of record. I have gone through the written submission as well the record.

**Perusal of record and affidavit reveals**, that the charge which was leveled against the workman vide charge sheet dated 26.06.2020 was that he had two PAN cards in his name, also that his class 10<sup>th</sup> mark-sheet for the year 2011 was false and forged, he had four driving

licenses with different date of births, he had more than one Voter Card and Adhar Cards with different date of births, as this action is misconduct by way of willfully furnishing false information with respect to his qualification at the time of his appointment.

**Case of the workman** is that the first enquiry was conducted, but before the Enquiry Officer submitted enquiry report, the Disciplinary Authority cancelled the enquiry and ordered a fresh enquiry. According to the workman union fresh enquiry could not be conducted hence, the second enquiry which was conducted afresh is vitiated in law. Consequently, the punishment is also vitiated in law.

The relevant provisions of Bipartite Settlement, applicable in the case in hand in this respect are being reproduced as follows:-

**“DISCIPLINARY ACTION AND PROCEDURE THEREFOR—**

**19.1. In supersession of paragraphs 18.20. 18.24 and 18.28 of the Desai Award, a person against whom disciplinary action is proposed or likely to be taken shall in the first instance, be informed of the particulars of the charge against him and he shall have a proper opportunity to give his explanation as to such particulars. Final orders shall be passed after due consideration of all the relevant facts and circumstances. With this object in view, the following shall apply.**

**19.2. By the expression “offence” shall be meant any offence involving moral turpitude for which an employee is liable to conviction and sentence under any provision of Law.**

**19.3. (a) When in the opinion of the management an employee has committed an offence, unless he be otherwise prosecuted, the bank may take steps to prosecute him or get him prosecuted and in such a case he may also be suspended.**

**(b) If he be convicted, he may be dismissed with effect from the date of his conviction or be given any lesser form of punishment as mentioned in Clause 19.6 below.**

**(c) If he be acquitted, it shall be open to the management to proceed against him under the provisions set out below in Clauses 19.11 and 19.12 infra relating to discharges. However, in the event of the management deciding after enquiry not to continue him in service, he shall be liable only for termination of service with three months’ pay and allowances in lieu of notice. And he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full pay and allowances minus such subsistence allowance as he has drawn and to all other privileges for the period of suspension provided that if he be acquitted by being given the benefit of doubt he may be paid such portion of such pay and allowances as the management may deem proper, and the period of his absence shall not be treated as a period spent on duty unless the management so direct.**

*(d) If he prefers an appeal or revision application against his conviction and is acquitted, in case he had already been dealt with as above and he applies to the management for reconsideration of his case, the management shall review his case and may either reinstate him or proceed against him under the provisions set below in Clauses 19.11 and 19.12 infra relating to discharge, and the provision set out above as to pay, allowances and the period of suspension will apply, the period up-to-date for which full pay and allowances have not been drawn being treated as one of suspension. In the event of the management deciding, after enquiry not to continue him in service, the employee shall be liable only for termination with three months' pay and allowances in lieu of notice, as directed above.*

*19.4. If after steps have been taken to prosecute an employee or to get him prosecuted, for an offence, he is not put on trial within a year of the commission of the offence. the management may then deal with him as if he had committed an act of "gross misconduct" or of "minor misconduct", as defined below; provided that if the authority which was to start prosecution proceedings refuses to do so or come to the conclusion that there is no case for prosecution it shall be open to the management to proceed against the employee under the provisions set out below in Clauses 19.11 and 19.12 infra relating to discharge, but he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full wages and allowances and to all other privileges for such periodn the event of the management deciding, after enquiry, not to continue him in service, he shall be liable only for termination with three months' pay and allowances in lieu of notice as provided in Clause 19.3 supra. If within the pendency of the proceedings thus instituted he is put on trial such proceedings shall be stayed pending the completion of the trial, after which the provisions mentioned in Clause 19.3 above shall apply.*

*19.5. By the expression "gross misconduct" shall be meant any of the following acts and omissions on the part of an employee:*

*(a) engaging in any trade or business outside the scope of his duties except with the written permission of the bank;*

*(b) unauthorised disclosure of information regarding the affairs of the bank or any of its customers or any other person connected with the business of the bank which is confidential or the disclosure of which is likely to be prejudicial to the interests of the bank;*

*(c) drunkenness or riotous or disorderly or indecent behaviour on the premises of the bank;*

*(d) willful damage or attempt to cause damage to the property of the bank or any of its customers;*

*(e) willful insubordination or disobedience of any lawful and reasonable order of the management or of a superior;*

*(f) habitual doing of any act which amounts to "minor misconduct" as defined below, "habitual" meaning a course of action taken or persisted in notwithstanding that at least on three previous occasions censure or warnings have been administered or an adverse remark has been entered against him;*

*(g) willful slowing down in performance of work;*

*(h) gambling or betting on the premises of the bank;*

*(i) speculation in stocks, shares, securities or any commodity whether on his account or that of any other persons;*

*(j) doing any act prejudicial to the interest of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss;*

*(k) giving or taking a bribe or illegal gratification from a customer or an employee of the bank;*

*(l) abetment or instigation of any of the acts or omissions above-mentioned.*

**19.6. An employee found guilty of gross misconduct may :**

*(a) be dismissed without notice; or*

*(b) be warned or censured, or have an adverse remark entered against him; or*

*(c) be fined; or*

*(d) have his increment stopped; or*

*(e) have his misconduct condoned and be merely discharged.*

**19.7. By the expression "minor misconduct" shall be meant any of the following acts and omissions on the part of an employee:**

*(a) absence without leave or overstaying sanctioned leave without sufficient grounds;*

*(b) unpunctual or irregular attendance;*

*(c) neglect of work, negligence in performing duties;*

*(d) breach of any rule of business of the bank or instruction for the running of any department;*

*(e) committing nuisance on the premises of the bank;*

*(f) entering or leaving the premises of the bank except by an entrance provided for the purpose:*

*(g) attempt to collect or collecting moneys within the premises of the bank without the previous permission of the management or except as allowed by any rule or law for the time being in force;*

*(h) holding or attempting to hold or attending any meeting on the premises of the bank without the previous permission of the management or except in accordance with the provisions of any rule or law for the time being in force;*

*(i) canvassing for union membership or collection of union dues or subscriptions within the premises of the bank without the previous permission of the management or except in accordance with the provisions of any rule or law for the time being in force;*

*(j) failing to show proper consideration, courtesy or attention towards officers, customers or other employees of the bank, unseemly or unsatisfactory behaviour while on "duty";*

*(k) marked disregard of ordinary requirements of decency and cleanliness in person or dress;*

*(l) incurring debts to an extent considered by the management as excessive.*

**19.8. An employee found guilty of minor misconduct may :**

*(a) be warned or censured; or*

*(b) have an adverse remark entered against him; or*

*(c) have his increment stopped for a period not longer than six months.*

**19.9. A workman found guilty of misconduct, whether gross or minor, shall not be given more than one punishment in respect of any one charge.**

**19.10. In all cases in which action under Clauses 19.4, 19.6 or 19.8 may be taken, the proceedings held shall be entered in a book kept specially for the purpose, in which the date on which the proceedings are held, the name of the employee proceeded against, the charge or charges, the evidence on which they are based, the explanation and the evidence, if any, tendered, by the said employee, the finding or findings, with the grounds on which they are based and the order passed shall be recorded with sufficient fullness, as clearly as possible and such record of the proceedings shall be signed by the officer who holds them, after which a copy of such record shall be furnished to the employee concerned if so requested by him in writing.**

**19.11. When it is decided to take any disciplinary action against an employee such decision shall be communicated to him within three days thereof.**

**19.12. The procedure in such cases shall be as follows :—**

**(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 so 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 witness 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:**

**OR**

**(ii) at the request of the said union by a representative of the state federation or all India Organisation to which such union is affiliated;**

**OR**

**(iii) with the Bank's permission, by a lawyer.**

**He shall also be given a hearing as regards the nature of the proposed punishment in case any charge is established against him.**

**(b) Pending such inquiry he may be suspended, but if on the conclusion of the enquiry it is decided to take no action against him he shall be deemed to have been on duty and shall be entitled to the full wages and allowances and to all other privileges for the period of suspension; and if some punishment other than dismissal is inflicted the whole or a part of the period of suspension,**

may, at the discretion of the management, be treated as on duty with the right to a corresponding portion of the wages, allowance, etc.

(c) In awarding punishment by way of disciplinary action the authority concerned shall take into account the gravity of the misconduct, the previous record, if any, of the employee and any other aggravating or extenuating circumstances, that may exist. Where sufficiently extenuating circumstances exist the misconduct may be condoned and in case such misconduct is of the "gross" type he may be merely discharged, with or without notice or on payment of a month's pay and allowances, in lieu of notice. Such discharge may also be given where the evidence is found to be insufficient to sustain the charge and where the bank does not, for some reason or other, think it expedient to retain the employee in question any longer in service. Discharge in such cases shall not be deemed to amount to disciplinary action.

(d) If the representative defending the employee is an employee of the same bank at an outstation branch within the same State, he shall be relieved on special leave (on full pay and allowances) to represent the employee and be paid one return fare. The class of fare to which he will be entitled would be the same as while travelling on duty. In case of any adjournment at the instance of the bank, he may be asked to resume duty and if so, will be paid fare for the consequential journey. He shall also be paid 50% of the halting allowance for the period he stays at the place of the enquiry defending the employee as also for the days of the journeys which are undertaken at the bank's cost

(e) enquiry need not be held if—

- (i) the misconduct is such that even if proved the bank does not intend to award the punishment of discharge or dismissal; and
- (ii) the bank has issued a show cause notice to the employee advising him of the misconduct and the punishment for which he may be liable for such misconduct; and
- (iii) the employee makes a voluntary admission of his guilt in his reply to the aforesaid show cause notice. However, if the employee concerned requests a hearing regarding the nature of punishment, such a hearing shall be given,

19.13. Where the provisions of this Chapter conflict with the procedures or rules in force in any bank regarding disciplinary action, they shall prevail over the latter. There may, in such procedures or rules, exist certain provisions outside the scope of the provisions contained in this Chapter enabling the bank to dismiss, warn, censure, fine an employee or have his increment stopped or have an adverse remark entered against him. In all such cases also the provisions set out in Clauses 19.10 and 19.11 above shall apply.

19.14. The Chief Executive Officer or the principal officer in India, of a bank, or an alternate officer at the Head Office or principal office appointed by him for the purpose, shall decide which officer (s) shall be empowered to hold enquiry and take disciplinary action in the case of each office or establishment. He shall also decide which officer or a body higher in status than the Officer authorised to take disciplinary action shall be empowered to deal with and dispose of any appeals against orders passed in disciplinary matters. The names of such officers or the

*body who are empowered to pass the original orders or hear and dispose of the appeal shall, from time to time, be published on the bank's notice board. Such appellate authority shall, if the employee concerned is so desirous, in a case of dismissal, hear him or his representatives before disposing of the appeal. In cases where hearings are not required, and appeal shall be disposed of within two months from the date of receipt thereof. In cases where hearings are required to be given and are requested for, such hearings shall commence within one month from the date of receipt of the appeal and shall be disposed of within one month from the date of conclusion of such hearings. The period within which an appeal can be preferred shall be 45 days from the date on which the original order has been communicated in writing to the employee concerned.*

*19.15. Every employee who is dismissed or discharged shall be given a service certificate, without avoidable delay.*

*19.16. Any notice, order, charge-sheet, communication or intimation which is meant for an individual employee, shall be in a language understood by the employee concerned. In the case of an absent employee notice shall be sent to him by registered post with acknowledgement due. If an employee refuses to accept any notice, order, charge-sheet, written communication or written intimation in connection with disciplinary proceedings when it is sought to be served upon him, such refusal shall be deemed to be a good service upon him, provided such refusal takes place in the presence of at least two persons including the person who goes to effect service upon him. Where such notice, order, charge-sheet, communication or intimation is sent by registered post with acknowledgement due, the same shall, at the discretion of the officer of the bank concerned, be deemed to have been duly served upon the employee, if the same has been refused by the employee."*

There is nothing in the provisions mentioned as above to show that a fresh enquiry or second enquiry cannot be ordered even when the enquiry was earlier conducted. The workman side could not refer any judgment laying a proposition of law that a second enquiry or a fresh enquiry cannot be ordered even during pendency of first enquiry. Hence, the argument from the workman side that the second enquiry itself is against law and malafide cannot be accepted. The workman side could not point any defect with respect to substance or procedure in form of any illegality or material irregularity in conducting the enquiry. The charges are acts of moral turpitude hence, major punishment of dismissal cannot be held to be disproportionate to the charges proved.

In light of above discussion and findings, the reference is answered as follows.-

**AWARD**

***“Holding the action of the management of Union Bank of India, to terminate the services of the workman Shri Gopal Singh Chauhan, justified, the workman is held entitled to no relief.”***

**No order as to cost.**

**DATE:- 12-02-2026**

**(P.K.SRIVASTAVA)  
PRESIDING OFFICER**

