

DR. GAJENDRA SINGH

A

v.

UNION OF INDIA & ORS.

(Civil Appeal No. 4149 of 2022)

JULY 11, 2022

B

[M. R. SHAH AND B. V. NAGARATHNA, JJ.]

Service Law – Disciplinary action – Punishment lesser/other than removal from service – The appellant, Branch Manager of Insurance Company, issued a Insurance cover note with respect to the vehicle without taking any premium – A second cover note was also issued with respect to the same vehicle – The vehicle met with an accident relating to which a claim was filed on the basis of the first cover note – Claim was accepted by the company – Thereafter, appellant was removed from the service based on the report submitted by the disciplinary authority – It was alleged by the authority that the appellant had failed to maintain integrity, devotion to duty and acted in a manner prejudicial to the interest of the company – Writ petition dismissed by the High Court – On appeal, held: Appellant had an unblemished service record throughout – It appears that the insured was an old customer and the insured and the insurer company had a long-standing relationship with him – The appellant relied upon the assurance given by the insured that he will send the money and issued the first cover note – However, when the second cover was issued with respect to the very same vehicle, the appellant was required to cancel the earlier cover note which the appellant did not cancel, which resulted in loss to the insurance company – It cannot be said that the appellant failed to maintain integrity – The punishment of removal from service is disproportionate to the charge and the misconduct held to be proved – Therefore, it is a fit case to impose any other punishment lesser/other than the removal from service.

C

D

E

F

G

CIVIL APPELLATE JURISDICTION: Civil Appeal No. 4149 of 2022.

From the Judgment and Order dated 14.02.2017 of the High Court of Judicature at Allahabad in Writ A. No.64492 of 2008.

H

A Tripurari Ray, Balwant Singh Billowria, Nithyananda Murthy P.,
Ms. Bhanu Prabha, Laxmi Narayan Sharma, Suresh Kumar Sharma,
Anirudh Ray, Vishnu Sharma, Advs. for the Appellant.

 Shyam Gopal, Ms. Suhashini Sen, Chinmayee Chandra, Siddhant
Kohli, Raj Bahadur Yadav, Mohit Paul, Vineet Malhotra, Vishal Gohri,
B Bikram Dwivedi, Advs. for the Respondents.

 The Judgment of the Court was delivered by

M. R. SHAH, J.

 1. Feeling aggrieved and dissatisfied with the impugned Judgment
C and Order 14.02.2017 passed by the High Court of Judicature at
Allahabad in Writ Appeal No.64492 of 2008 by which the High Court
has dismissed the said appeal and has not interfered with the judgment
and order passed by the learned Single Judge in which the petitioner
challenged the penalty imposed by the disciplinary authority of “removal
from service which would not be disqualification for future employment”,
D the original petitioner has preferred the present appeal.

 2. The appellant herein was a Branch Manager of the United
Insurance Company during the period 1995-96. He issued an Insurance
Cover Note No.543675 on 20.03.1996 with respect to the vehicle bearing
no.DL 1P 7143 belonging to one Chander Singh for the period 20.03.1996
E to 19.03.1997. On that very day, he issued another cover note. It was
found that for the first cover note No.543675, he had not taken any
premium and for the second Cover Note No.543680 a cheque given by
the insured had bounced. The vehicle insured met with an accident on
20.04.1996 relating to which a claim was filed on the basis of the first
insurance Cover Note No.543675. An award of Rs.3,24,400/- came to
F be passed by the Motor Vehicle Accident Tribunal. The Insurance
Company accepted the same. However, the disciplinary authority issued
a charge-sheet to the appellant on 18.10.2001 alleging that the appellant
had issued a Cover Note No.543675 without collecting any premium, he
had thus caused a financial loss to the insurance company. Therefore, it
G was alleged that the appellant had failed to maintain integrity, devotion to
duty and acted in a manner prejudicial to the interest of company. The
charges were replied to by the appellant. He explained the circumstances
under which he had issued the first cover note as at the relevant time
when the cover note was issued, he had relied upon the assurance given
H by the insured that he will send the amount through his person, but he did

not send the premium amount. Instead, the insured applied for another insurance policy for which a cheque was given, however the cheque bounced. Therefore, it was the case on behalf of the appellant that having long standing relations between the insured and the insurance company, he relied upon the assurance given by the insured that he will send the amount and, on that assurance, he issued the first cover note. In the departmental enquiry the charge levelled against the appellant came to be proved. The enquiry report was accepted by the disciplinary authority. Therefore, the appellant came to be removed from service however without any disqualification of a future employment. The appellant challenged the order of removal before the learned Single Judge. The learned Single Judge dismissed the writ petition. The judgment and order passed by the learned Single Judge dismissing the writ petition has been confirmed by the impugned judgment and order passed by the Division Bench.

A

B

C

3. Having heard learned counsel for the respective parties and considering the reply to the charge-sheet and the plausible explanation given by the appellant – delinquent officer, we are of the opinion that the order of removal passed by the disciplinary authority against the appellant who had rendered approximately over twenty years of service and the fact that the appellant had an unblemished service record throughout, we are of the opinion that the punishment of removal from service is disproportionate to the charge and the misconduct held to be proved. It appears that the insured was an old customer and the insured and the insurer company had a long-standing relationship with him. The petitioner relied upon the assurance given by the insured that he will send the money and on that assurance the appellant issued the first cover note. However, at the same time when the second cover was issued with respect to the very vehicle, the appellant was required to cancel the earlier cover note which the appellant did not cancel, which has resulted in loss to the insurance company. However, at the same time it cannot be said that the appellant failed to maintain integrity. Therefore, this is a fit case to impose any other punishment lesser/other than the removal from service.

D

E

F

G

4. In view of the above and for the reason stated above present Appeal Succeeds in Part. The impugned judgment and orders passed by the High Court are hereby quashed and set aside. The order of punishment imposed by the disciplinary authority removing the appellant from service

H

- A is hereby quashed and set aside and the matter is remitted to the disciplinary authority to impose any other appropriate punishment lesser/ other than the order of removal from service. The aforesaid exercise shall be completed within a period of three months from the date of present order.
- B Present appeal is partly allowed to the aforesaid extent. However, in the facts and circumstances of the case there shall be no order as to costs.

Ankit Gyan
(Assisted by : Rahul Rathi, LCRA)

Appeal partly allowed.