

Punjab National Bank New Delhi, And ... vs All India New Bank Of India Employees ... on 24 January, 1996

Equivalent citations: AIR1997ALL8, [1996(73)FLR1191], AIR 1997 ALLAHABAD 8, 1997 ALL. L. J. 101, 1997 (1) SCT 166, 1996 (5) SERVLR 209, 1997 (2) BANKLJ 443, 1996 (1) UPLBEC 853

ORDER

R. A. Sharma, J.

1. Fourteen Banks including the Punjab National Bank Ltd. (hereinafter referred to as P. N. B.) were nationalised by The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. Six more banks were nationalised by The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 (hereinafter referred to as the Act). The New Bank of India (hereinafter referred to as N. B. I.) was one of the six banks which were nationalised by the Act. The Central Government, in exercise of power conferred on it by Section 9 of the Act, framed on 4-9-1993 the New Bank of India (Amalgamation and Transfer of Undertakings) Scheme, 1993 (hereinafter referred to as the Scheme) for amalgamation of N. B. I. with P. N. B. on the commencement of the Scheme the Undertakings of N. B. I. stood transferred to and vested in P. N. B. Thereafter on 16-9-1993 P. N. B. framed guidelines for deployment of the officers and workmen staff of N. B. I. Pursuant to the said guidelines a number of orders were issued transferring the workmen staff of N. B. I. to various branches of P. N. B. Being aggrieved by the said transfers the All India New Bank of India Employees Federation and New Bank of India Employees Union as well as some of the employees of N. B. I. filed writ petition before this Court, which has been allowed by the learned Single Judge on November 11, 1993 Allahabad. P. N. B. and their officials have, filed this Special appeal against the said judgment before the Lucknow Bench of this Court. Parties have exchanged affidavits and we have heard the learned counsel for parties.

2. An application for impleadment has been made on behalf of 27 employees of N. B. I. for their impleadment and they have sought opportunity of arguing the case and to place their legal submissions on the basis of existing facts. We have allowed their learned counsel Sri Rakesh Dwivedi to make his submissions while hearing this appeal.

3. Sri Sudhir Chandra, learned counsel for the appellants, has made three submissions in support of the appeal, viz. (i) the impugned orders are not the orders of transfers. They are the orders for deployment of surplus staff of N. B. I. and the learned Judge was, therefore, not justified to quash those orders, treating them as orders of transfer, (ii) Even if those orders are treated as orders of transfer, P. N. B. has the power to transfer its employees from one place to another; and (iii) the writ petition has been allowed by the learned Single Judge without giving reasonable opportunity of being heard to the appellants. Sri Raj Kumar Jain, learned counsel for the respondents, who filed

the writ petition, has, apart from disputing the above contentions made the following submissions:

(1) Against the Judgment of the learned Single Judge Disposing of the writ petition of the petitioner-respondents at Allahabad, no special appeal could have been filed before the Lucknow Bench and such an appeal is incompetent and is liable to be dismissed on this ground alone.

(ii) The appellants are guilty of filing false affidavit and of making misrepresentation before the Lucknow Bench.

(iii) The appeal was filed and interim order was contained in Special Appeal without giving any opportunity to the counsel for the respondents to oppose it.

(iv) No opportunity of being heard was given to the respondents before issuing the orders of deployment/transfers.

(v) There is no order of Board of Directors of P.N.B. for deployment of the employees of N.B.I. The contention of Sri Rakesh Dwivedi, Learned Additional Advocate General, who appeared for the interveners, is that the orders of deployment of the employees of N.B.I. could not have been passed by P.N.B. because such a power is vested in the Central Government under clause 5 (4) of the Scheme.

4. Chapter I of the Scheme is introductory, clause 2 of which is a definition clause, according to which "transferee bank" means P.N.B. and "transferor bank" means N. B.I. Chapter II of the scheme provides for consequences of amalgamation, clause 3 of which has laid down that on the commencement of the Scheme the Undertakings of N.B.I. shall be transferred to and shall vest in P.N.B. Clause 5, which provides for dissolution of the Board of Directors and the matters pertaining to the officers and other employees of N.B.I. is as under :

"5. Dissolution of the Board of Directors etc:-- () On and from the commencement of this Scheme:--

(a) the Chairman or any other wholetime director, including the Managing Director, of the Transferor bank shall cease to hold office and shall be entitled to receive three months salary and allowances in lieu of the notice of three months specified in sub-clause (2) of clause 8 of the Nationalised Bank (Management and Miscellaneous Provisions) Scheme, 1980.

(b) The Board of Directors of the transferor bank shall stand dissolved.

(2) Save as otherwise provided in this Scheme, every officer or other employee of the transferor bank shall become, on the commencement of this scheme an officer or other employee, as the case may be, of the transferee bank and shall hold his office or service in that bank on the same terms and conditions and with the same rights to pension, gratuity and other matters as would have been admissible to him if the

undertakings of the transferor bank had not been transferred to and vested in the transferee bank subject, however, to such facilities being available at the time of the transfer to similarly placed officers and employees of the transferee bank and continue to do so unless and until his employment in the transferee bank is terminated or until his remuneration, terms or conditions are duly altered by the transferee bank.

(3) Any officer or other employee of the transferor bank who does not want to hold his office or service in the transferee bank under sub-clause (2) shall be entitled to leave his office or service on the same terms and conditions and with the same rights to pension, gratuity and other matters as would have been admissible to him if the undertaking of the transferor bank had not been transferred to and vested in the transferee bank.

(4) The Central Government shall, as soon as possible after the commencement of this Scheme, make a Scheme in consultation with Reserve Bank of India for determining the placement of the employees of the transferor bank including the determination of their inter se seniority vis-a-vis the employees of the transferee bank, while making the Scheme the Central Government shall take account of relevant factors such as experience of the employee of the transferor bank.

(5) The trustees or administrators of any Provident Fund, Gratuity and such other funds constituted for the employees of the transferor bank, shall on, or as soon as possible after, the commencement of this Scheme, transfer to the trustees of the employees Provident Fund, Gratuity and any other fund, constituted for the transferee bank or otherwise as the transferee bank may direct, all monies and investments held in trust for the benefit of the employees of the transfer bank.

Provided that such latter trustees shall not be liable for deficiency in the value of investments or in respect of any act, neglect or default done before the commencement of this Scheme."

5. According to Clause 5 (i) the Board of Directors stands dissolved on the commencement of the Scheme. Clause 5 (2) has laid down that on the commencement of the Scheme the officers and other employees of N.B.I. become officers and employees of P.N.B. on the same terms and conditions and with the same right to pension, gratuity and other matters as would have been admissible to them if the Undertakings of N.B.I. had not been transferred to and vested in P.N.B. Sub-clause (3) of Clause 5 gives option to the employees of N.B.I. to opt out of the service of P.N.B. Clause 5 (4) mandates that the Central Government shall, as soon as possible after commencement of the Scheme, make a Scheme in consultation with Reserve Bank of India, "for determining the placement of the employees of the transferor bank including the determination of their inter se seniority vis-a-vis the employees of the transferee bank." This Clause further requires that while preparing such a Scheme the Central Government has to consult the Reserve Bank of India and is also required to take into account the relevant factors, such as experience of the employees of N.B.I. The Central Government has framed a Scheme known as The New Bank of India (Determination of Placement of Employee

('Officers and Workmen) of the New Bank of India in Punjab National Bank) Scheme, 1993 (hereinafter referred to as the Placement Scheme) on 8-12-1993 under Clause 5 (4) laying down criteria for deployment of the officers and workmen staff of N.B.I.

6. Although in view of the provisions contained in Clause 5 (2) of the Scheme employees of N.B.I. have become the employees of P.N.B. on the commencement of the Scheme, but their conditions of service remain the same, as were admissible to them while working in N.B.I. unless and until these conditions are altered by P.N.B. Thus although the employees of N.B.I. on the commencement of the Scheme, became the employees of P.N.B, but they did not become part and parcel of the existing service of P.N.B. Their merger in the existing service of P.N.B. will become effective only after the Central Government has framed Placement Scheme under Clause 5 (4) of the Scheme, providing for their placement/deployment.

7. According to the New Lexicon Webster Dictionary "placement" means "a placing or being placed -- the manner of placing or being placed -- the finding of employment for a worker". As per The World Bank Dictionary Vol. two, this expression means, "the State of being placed; location; arrangement; the act or process of finding work or a job for a person." Its meaning can also be determined with reference to the Placement Scheme dated 8-12-1993. The principle of contemporanea expositio is a well known principle according to which: a document or a statute can be interpreted with reference to the exposition it has received from the contemporary authority.

In this connection reference may be made to D. B. Gupta & Co. v. D. S. B, Asscn, AIR 1979 S.C. 1049, wherein, it was laid down as under.

(Para 9) :

"It may be stated that it was not disputed before us that these two documents with came into existence almost simultaneously with the issuance of the notification could be looked at for finding out the true intention of the Government in issuing the notification in question, particularly in regard to the manner in which outstanding transactions were to be closed or liquidated. The principle of contemporanea expositio (interpreting a statute or any other document _by reference to the exposition it has received from contemporary authority) can be invoked though the same will not always be decisive of the question of construction. (Maxwell 12th Edn. p. 268). In Craford on Statutory Construction (1940 Edn) in para 219 (at pp. 393-395) it has been stated that administrative construction (i.e. contemporaneous construction placed by administrative or exclusive officers charged with executing a statute) generally should be clearly wrong before it is overturned; such a construction commonly referred to as practical construction although not controlling is nevertheless entitled to considerable weight it is highly-persuasive."

To the same effect is Indian Metals and Ferro Alloys Ltd. v. Collector of Central Excise, AIR 1991 SC 1028, wherein it was held as under (Para 15):

"The practice of the department in assessing the poles to duty (except in cases there they were exempt as the conditions in the the issi 'e of notifications from time to time (the first of which was almost contemporaneous with the insertion of item 26 AA) are being-relied upon on the doctrine of contemporanea expositio to prove any possible ambiguity in the understanding of the language of the relevant statutory instrument; See Varghese v. ITO, 1982-1 SCR 629 : AIR 1981 SC 1922, State of Tarnil Nadu v. Mahi Traders, (1989) 1 SCR 445 : (AIR 1989 SC 1167), CCE v. Andhra Sugar Ltd., 1989 (Supp) (1) SCC 144 : (AIR 1989 SCC 625) and Collector of Central Bxcise v. Parle Exports P. Ltd., (1989) 1 SCC 34-5 : AIR 1989 SC 644. Applying the principle of these decisions, that a contemporaneous expositio by the administrative authorities is a very useful and relevant guide to the interpretation of the expressions used in a statutory instrument, we think the assessee's contention that this products fall within the purview of item 26AA should be upheld."

8. Applying the above principle it is clear that the Central Government has used the word "placement" in the sense of deployment of the employees of N.B.I. in the existing service of P.N.B., so as to bring about the complete merger of the employees of the two banks. Such deployment has to be made on the basis of the principles and the criteria laid down in the Placement Scheme framed by the Central Government in Consultation with the Reserve Bank of India under Clause 5(4) of the Scheme.

9. That apart, there is a well known principle laid down by Privy Council in Nazir Ahmad v. Emperor, AIR 1936 PC 253 (1) to the effect that when a mode for doing a thing is laid down, all other modes necessarily stand excluded. In the instant case mode for placement/deployment of the employee of N.B.I. in the service of P.N.B. has been laid down under Clause 5(4) of the Scheme, according to which deployment has to be made on the basis of the Scheme framed by the Central Government in consultation with the Reserve Bank of India. When the Scheme itself has laid down this mode it is not open to P.N.B. to bypass it and pass orders for deployment in the absence of any such Scheme.

10. Placement/deployment of the employees of N.B.I. is a one time event and is part of the amalgamation process provided for by the Scheme. Therefore, provision for placement was made in the Scheme itself. Such acourse was necessary so as to complete the amalgamation process which includes the integration of we services of the two banks in accordance with the principle and guidelines laid down by the Central Government in the Scheme in consultation with the Reserve Bank of India. This matter was not left to the sweet will of P.N B . but was entrusted to the Central Government and the Reserve Bank of India. It was necessary so as to prevent giving of step-motherly treatment to the employees of N.B. I. by P.N. B. P.N.B. thus has no power to pass orders for placement of the emplolyees of N.B.I. except in accordance with the placement Scheme framed by the Central Government under Clause 5(4) of the Scheme. After these employees have been placed in service of P.N.B. in accordance with the Placement Scheme, they can be transferred by P.N.B. in accordance with law or the Standing Order, as the case may be. The impugned orders are not rotational/routine orders of transfers. They are the orders of placement/deployment. Such orders could not have been passed by P.N.B. in the absence of the placement Scheme by the Central

Government under Clause 5(4) of the Scheme. It is admitted that there was no such Scheme till those orders were passed.

11. The Central Government issued the Placement Scheme on 8-12-1993 under Clause 5(4) of the Scheme. Clause 3 of the Placement Scheme, which deals with the deployment of officers/ workmen staff of N.B.I., is reproduced below :

"3. Redeployment of Officers/Staff:-- The transferee bank may redeploy/transfer the officers/Award Staff of transferer bank to any of the offices/branches of the transferee bank keeping in view the suitability of the officer/employee, administrative exigencies and man power requirements of the transferee bank, in accordance with the provisions contained in the Punjab National . Bank (Officers') Service Regulations, 1970 or existing Awards/Bipartite Settlements. The Officers may be transferred to any place in India and the postings/transfers of workmen employees will be made within the same linguistic area."

Under the said Clause deployment of workmen staff of N.B.I. to any of the offices/branches of P.N.B. is to be made "Keeping in view the suitability of the officers/employees administrative exigencies and man power requirements of the transferee bank in accordance with the existing Awards/Bipartite Settlements'. Although the said Clause provided for transfer of the officers to any part of India, but posting and redeployment of the workmen/employees of N.B.I. were to be made within the same linguistic area. This Scheme also contains the principle for determining their seniority and other matters connected with their service conditions. However, without waiting for the placement Scheme by the Central Government under Clause 5 (4) of the Scheme the personnel Officer of P.N.B. issued an order 16-9-1993 for deployment of the officers and workmen staff of N.B.I. in various branches of P.N.B. and in pursuance of the said order the impugned orders of deployment/transfers were issued. The criteria and the principles for deployment laid down by order dated 16-9-1993 are different and are in fact contrary to the criteria and the principles laid down in Clause 3 of the Placement Scheme of the Central Government, which has already been reproduced before. For the sake of comparison the criteria and the principles laid down by order dated 16-9-1993 are also reproduced below :

"Reg: Guidelines for deployment of workmen staff of erst. New Bank of India (NBI) as a result of amalgamation of the said bank with our bank.

1. After the surplus staff has been identified its redeployment may be considered within the same language area in the Zone.
2. In the event the staff is identified as surplus for the Zone, the matter may be taken up with HO: Personnel Division for the redeployment of such staff in the same language area of nearby Zones.
3. For out of station transfers but within the Region/Zone, the criteria should be the length of service of an employee, i.e. the employees with lesser length of service

should be transferred first. This will, however, not apply in case of lady employees and physically handicapped employees employed on this ground, and employees retiring within next, three years, subject to merits of each case.

4. In case of transfers within the same station, the total stay of an employee in a branch shall be the criteria of transfer and those employees having longest stay in the branch will be transferred first.

5. In case of employees who are drawing special allowances, the posting for which is made on town-wise seniority in our bank, they may be retained within the same town/city with the concurrence of Zonal Manager.

6. Transfer requests of employees from the surplus Regions to the deficit Regions within the Zone may be acceded to by the Zonal Managers.

7. Keeping in view the administrative exigency and merits of each case, the ZMs may exercise their discretion to effect transfers beyond these guidelines only in exceptional cases which shall be reported to HO: Personnel Division with full details in each case.

8. The ZMs shall ensure inter-change of employees in the branches located at the same station so that at least 20-30% of the workmen staff in the branches of erst. NBI are from PNB Offices, in order to hasten the process of assimilation of systems and procedures.

9. While effecting transfers under these guidelines, our instructions regarding Rotation Transfers of the staff may also be kept in view and the staff of PNJ3 as well as erst. NBI, who fall due for transfers under the Rotational Transfer guidelines may also be transferred simultaneously."

Clause 3 of the said order has provided that for out of station transfer but within the Region/Zone the criteria would be length of service of an employee i.e. the employees with lesser length of service should be transferred first. Clause 4, on the other hand, has laid down that for transfer within the same station the total stay of the employee in the branch shall be the criteria of transfer and employees having longest stay in the branch will be transferred first. However, according to Clause 5, the employees who are drawing special allowances, the posting for which was made on town-wise seniority, can be retained within the same town. Clause 7 mandates that the departure from the criteria laid down in the said order shall only be made in exceptional cases. Criteria such as suitability of the employee, administrative exigencies as well as the terms and conditions of the Awards/Bipartite Settlements, for making deployment, are not the principle/ criteria in the said order dated 16th September, 1933, although these are the principles on which deployment of the officers and staff of N.B.I. has to be made in view of Clause 3 of the placement Scheme. The order dated 16-9-1993, as such, runs counter to the placement Scheme framed by the Central Government on December 8, 1993. The impugned orders, having been passed on the basis of the criteria laid

down in the order dated 16-9-1993, are not in conformity with and are in fact contrary to the principle and criteria laid down by the Central Government in the Placement Scheme.

12. Placement Scheme has been given retro-spective operation with effect from 4-9-1993. The said scheme if. administrative order. It is well settled mat such an order cannot be given retrospective effect unless authorised by law. No such provision has been placed before us justifying the retrospective operation of the said Scheme. That apart, even if retrospective operation of the said Scheme is take n as valid, it cannot help the appel-

lants, because, as mentioned before, rhe criteria and the principle for deployment laid down in the order dated 16-9-1993 framed by P.N.B. are different from and are contrary to the criteria and principles laid-ddwn by the Central Government in the placement Scheme.

12A. In this connection learned counsel forthe appellants has placed reliance on iwo judgments of the Delhi High Court, viz. Civil Writ No. 4652 of 1993 and Civil Writ No. 4835 of 1993 decided on Octobers, 1993 and October 28, 1993 respectively. For the reasons given below these cases are of no assistance to the appellants; (i) the first case was decided as if it was a simple case of Iransfer/ deployment of the employees and arguments about necessity of the placement Scheme by the Central Government under Clause 5 (4) of the Scheme, was neither raised nor decided in that case; and (ii) it is true that in the second case the argument based on Clause 5(4) of the Scheme was raised and the High Court held that P.N.B. can transfer/ deploy the employees of N.B.I. even in the absence of the Placement Scheme of the Central Government. The Court relied on the principles of Article 309 of the Constitution of India under which the Government by Administrative order can regulate the conditions of service of its employees in the absence of any statutory provi-sions. But in the said cases neither the effect of the provisions contained in Clause 5(2) of theScheme, according to which although on the commencement of the Scheme employees of N.B.I. become employees of P.N.B. but they do not become part of the existing services of P.N.B. and they continue to be governed by the old conditions of service as would have been admissible to them if the undertakings of N.B.I. had not been transferred to and vested in P.N.B., nor the fact that the integration of the service of the iwo banks will take place only after the Placemen! Scheme has been framed by the Central Government in consultation with the Reserve Bank of India, were considered by the Court. As mentioned before the placement of the employees of N.B.I. in the existing service of P.N.B. is a one time event and is part of the amalgamation process provided for by the Scheme. In order to complete the amalgamation of the two banks, not only the amalgamation of the assets and liability but also the amalgamation of the two services have to take place. It is for this reason that sub-clauses (2) and (4) of Clause 5 of the Scheme have been incorporated therein. But these aspects do not appear to have beenplaced before the High Court in the aforesaid two cases.

13. For the reasons given above, the impugned orders cannot be sustained and have to be quashed.

14. The third contention of the learned counsel for the appellants is also devoid of merit. In the affidavit filed by the appellants in this appeal it has been stated that on November 1, 1993 the writ petition of the respondents came up foradmission before the learned single Judge, before whom Sri K. L. Grover, Advocate, appeared on behalf of the bank to oppose the writ petition and on the said

date the Court granted an interim order staying the order dated 16-9-1993 passed by P.N.B. for deployment of the employees of N.B.I. till 10-1-1994. It has further been stated that the appellant-bank thereafter moved an application for vacation of the stay order along with a short affidavit which was put up before the learned single Judge on 9-11-1993, on which date the learned Judge reserved the judgment, which was delivered on 11-11-1993 allowing the writ petition. It has been stated in para 8 of the said affidavit that the bank has been denied the opportunity to file a comprehensive counter-affidavit in reply to the writ petition. The above averments have been denied by the respondents herein who were petitioners in the writ petition. They have stated that the bank has engaged a senior counsel Sri V.B. Upadhyay, who appeared before the learned single Judge on 9-11-1993 and agreed for final disposal of the writ petition without filing any other counter-affidavit. This position is not disputed. Learned counsel who argued the writ petition before the learned single Judge is not the same counsel who appeared before us in the appeal for the Bank. Sri Upadhyay has not appeared before us complaining against the denial of opportunity of being heard or denial of opportunity to file comprehensive counter-affidavit. It is not open to a counsel who was not the counsel in the writ petition to say as to what happened before the learned Judge about which he has no personal knowledge. Here it may also be mentioned that the bank has filed a detailed affidavit along with this appeal in reply to the writ petition and the respondents herein who were petitioners in writ petition, have filed rejoinder-affidavit in reply thereto. The complaint of the bank regarding denial of opportunity of being heard and of filing comprehensive counter-affidavit thus stands removed, even though it was, not factually correct:

15. As regards the contention raised by Sri Raj Kumar Jain, learned counsel for the respondents herein, regarding maintainability of the appeal and the conduct of the appellants in filing Special Appeal before Lucknow Bench, it may be observed that Special appeal, against the judgment in a writ petition passed by the learned Judge at Allahabad, is not maintainable before Lucknow Bench. It is clear from Clause 14 of the U.P. High Court Amalgamation Order, 1948, as interpreted by the Supreme Court in *Nasiruddin v. State Transport Appellate Tribunal*, AIR 1976 SC 321; *S.K. Misra v. State*, 1986 All WC 975 : (AIR 1987 All 162) (FB) and *Surendra Singh v. State of U.P.*, (1988 (14) All LR 215 : (1988 All LJ 428) (DB). This appeal, as such, should not have been filed before the Lucknow Bench. Although this appeal was filed before Lucknow Bench, which has no jurisdiction to entertain it, but vide order dated 3-12-1993 passed by the Division Bench the record of the appeal has been summoned from Lucknow to this Court at Allahabad. This appeal has, accordingly been held at Allahabad. Division Bench of this Court in *Surendra Singh v. State of U.P.*, (1988 All LJ 428) (supra) following the Full Bench decision of this Court in *Nirmal Das v. S.T.A.T.*, AIR 1972 Allahabad 200, has held that even if a case has been filed before a bench of this Court, which has no jurisdiction to entertain it, it cannot be dismissed straightway on that ground but it has to be transferred to the appropriate bench. As mentioned before this case has already been transferred from Lucknow to Allahabad in view of order dated 3-12-1993. This appeal, as such, cannot be dismissed merely on the ground that it was filed before the Lucknow Bench, which has no jurisdiction to entertain it.

16. Grievance of the respondents herein to the effect that the appeal was filed before Lucknow Bench on the unwarranted assumption that the Courts at Allahabad are closed due to advocates' strike, appears to be justified. It has been stated in the affidavit filed by the respondents herein along with

application dated 3-12-1993 that notice for filing Special appeal along with an affidavit, was given on 18-11-1993 to Sri Raj Kumar Jain, Advocate, learned counsel for the respondents herein. But it could not be filed on 18th and 19th November, 1993 because of the advocates' strike at Allahabad. But the said strike was withdrawn on 19-11-1993 itself and the withdrawal of the strike was given wide publicity and it was also published in newspapers, including the newspaper published from Lucknow, on 20-11-1993. But even then the appeal was presented on 20-11-1993 before the Lucknow Bench when there was no strike at Allahabad, it is further pointed out that the appeal was filed before the Lucknow Bench without even informing the learned counsel for the respondents and thus the said respondents and their counsel were denied the opportunity to oppose the appeal and the stay order to which they were entitled to under the Rules of the Court. This grievance of the learned counsel for the respondents is fully justified. It was the duty of the appellants to inform the learned counsel for the respondent about filing of the appeal before the Lucknow Bench. But that was not done. But as the record of the appeal has already been summoned from Lucknow to Allahabad and it has been heard at Allahabad, the appeal should not be dismissed on this ground.

17. As the appeal is being dismissed for the reasons mentioned above, it is not necessary to deal with the remaining contentions raised by Sri Raj Kumar Jain, learned counsel for the respondents.

18. Before parting with the case it may be observed that after implementing the placement Scheme framed by the Central Government on 8-12-1993 it will be open to P.N.B. to pass rotational transfer orders regarding the erstwhile employees of N.B.I., in accordance with law.

19. With the above observations this appeal is dismissed.

20. Appeal dismissed.