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No. 45] NEW DELHI, NOVEMBER 16—NOVEMBER 22, 2025, SATURDAY/KARTIKA 25—AGRAHAYANA 1, 1947

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1981.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 8 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री अजय सेठ के स्थान पर सुश्री अनुराधा ठाकुर (सचिव, भारत सरकार, वित्त मंत्रालय, आर्थिक कार्य विभाग) को तत्काल प्रभाव से और अगले आदेशों तक, भारतीय रिजर्व बैंक के केन्द्रीय बोर्ड में निदेशक नियुक्त करती है।

[ई फा. सं. 6/2/2022-बीओ-1 (भाग-1)]

संजय कुमार मिश्र, अवर सचिव

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 24th July, 2025

S.O. 1981.—In exercise of the powers conferred by clause (d) of sub-section (1) of section 8 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby nominates Ms. Anuradha Thakur (Secretary, Government of India, Ministry of Finance, Department of Economic Affairs) as Director on the Central Board of Reserve Bank of India, with immediate effect and until further orders, *vice* Shri Ajay Seth.

[eF. No. 6/2/2022-BO-I-Part(1)]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1982.—बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री एम. पी. तन्गिराला के स्थान पर श्री आशीष माधवराव मोरे (संयुक्त सचिव, भारत सरकार, वित्त मंत्रालय, वित्तीय सेवाएं विभाग) को तत्काल प्रभाव से और अगले आदेशों तक, बैंक आफ बड़ौदा के बोर्ड में निदेशक नामित करती है।

[ई फा. सं. 6/2(i)/2022-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 24th July, 2025

S.O. 1982.—In exercise of the powers conferred by clause (b) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, the Central Government hereby nominates Shri Ashish Madhaorao More (Joint Secretary, Government of India, Ministry of Finance, Department of Financial Services) as Director on the Board of Bank of Baroda, with immediate effect and until further orders, *vice* Shri M. P. Tangirala.

[eF. No. 6/2(i)/2022-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1983.—बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री हार्दिक मुकेश सेठ के स्थान पर श्री बलदेव पुरुषार्थ (संयुक्त सचिव, भारत सरकार, वित्त मंत्रालय, आर्थिक कार्य विभाग) को तत्काल प्रभाव से और अगले आदेशों तक, सेन्ट्रल बैंक आफ इंडिया के बोर्ड में निदेशक नामित करती है।

[ई फा. सं. 6/2(ii)/2022-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 24th July, 2025

S.O. 1983.—In exercise of the powers conferred by clause (b) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, the Central Government hereby nominates Shri Baldeo Purushartha (Joint Secretary, Government of India, Ministry of Finance, Department of Economic Affairs) as Director on the Board of Central Bank of India, with immediate effect and until further orders, *vice* Shri Hardik Mukesh Sheth.

[eF. No. 6/2(ii)/2022-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1984.—बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री पंकज शर्मा के स्थान पर श्री डी. आनंदन (अपर सचिव, भारत सरकार, वित्त मंत्रालय, व्यय विभाग) को तत्काल प्रभाव से और अगले आदेशों तक, पंजाब नेशनल बैंक के बोर्ड में निदेशक नामित करती है।

[ई फा. सं. 6/2(iii)/2022-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 24th July, 2025

S.O. 1984.—In exercise of the powers conferred by clause (b) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, the Central Government hereby nominates Shri D. Anandan (Additional Secretary, Government of India, Ministry of Finance, Department of Expenditure) as Director on the Board of Punjab National Bank, with immediate effect and until further orders, vice Shri Pankaj Sharma.

[eF. No. 6/2(iii)/2022-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1985.—बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री समीर शुक्ला के स्थान पर श्री रोहन चंद ठाकुर (निदेशक, भारत सरकार, वित्त मंत्रालय, वित्तीय सेवाएं विभाग) को तत्काल प्रभाव से और अगले आदेशों तक, यूनियन बैंक आफ इंडिया के बोर्ड में निदेशक नामित करती है।

[ई फा. सं. 6/2(iv)/2022-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 24th July, 2025

S.O. 1985.—In exercise of the powers conferred by clause (b) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, the Central Government hereby nominates Shri Rohan Chand Thakur (Director, Government of India, Ministry of Finance, Department of Financial Services) as Director on the Board of Union Bank of India, with immediate effect and until further orders, vice Shri Sameer Shukla.

[eF. No. 6/2(iv)/2022-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1986.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 का 61) की धारा 6 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री एम. पी. तनिराला के स्थान पर श्री आशीष माधवराव मोरे, संयुक्त सचिव, वित्तीय सेवाएं विभाग, वित्त मंत्रालय, नई दिल्ली को तत्काल प्रभाव से और अगले आदेशों तक, राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) के निदेशक मंडल में निदेशक नियुक्त करती है।

[ई फा. सं. 6/2(xii)/2022-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 24th July, 2025

S.O. 1986.—In exercise of the powers conferred by clause (d) of sub-section (1) of section 6 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the Central Government hereby appoints Shri Ashish Madhaorao More, Joint Secretary, Department of Financial Services, Ministry of Finance, New Delhi as a Director on the Board of Directors of National Bank for Agriculture and Rural Development (NABARD), with immediate effect or until further orders, *vice* Shri M. P. Tangirala.

[eF. No. 6/2(xii)/2022-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1987.—राष्ट्रीय आवास बैंक अधिनियम, 1987 (1987 का 53) की धारा 6 की उपधारा (1) के खण्ड (ड.) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री समीर शुक्ला के स्थान पर श्री हार्दिक मुकेश सेठ, निदेशक, वित्तीय सेवाएं विभाग को तत्काल प्रभाव से और अगले आदेशों तक, राष्ट्रीय आवास बैंक के बोर्ड में निदेशक नामित करती है।

[ई फा. सं. 6/2(Xiii)/2022-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 24th July, 2025

S.O. 1987.— In exercise of the powers conferred by clause (e) of sub-section (1) of section 6 of the National Housing Bank Act, 1987 (53 of 1987), the Central Government hereby nominates Shri Hardik Mukesh Sheth, Director, Department of Financial Services, as Director on the Board of National Housing Bank, with immediate effect and until further orders, *vice* Shri Sameer Shukla.

[eF. No. 6/2(xiii)/2022-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 24 जुलाई, 2025

का.आ. 1988.—राष्ट्रीय अवसंरचना वित्तपोषण और विकास बैंक अधिनियम, 2021 (2021 का 17) की धारा 6 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री मनोज मुद्दुत्तिल अय्यप्पन के स्थान पर सुश्री मानसा गंगोत्री काटा, निदेशक, वित्तीय सेवाएं विभाग को तत्काल प्रभाव से और अगले आदेशों तक, राष्ट्रीय अवसंरचना वित्तपोषण और विकास बैंक के निदेशक मंडल में निदेशक नामित करती है।

[ई फा. सं. 6/2(xiv)/2022-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 24th July, 2025

S.O. 1988.—In exercise of the powers conferred by clause (d) of sub-section (1) of section 6 of the National Bank for Financing Infrastructure and Development Act, 2021 (17 of 2021), the Central Government hereby nominates Ms Manasa Gangotri Kata, Director, Department of Financial Services, as Director on the Board of Directors of National Bank for Financing Infrastructure and Development, with immediate effect and until further orders, *vice* Shri Manoj Muttathil Ayyappan.

[eF. No. 6/2(xiv)/2022-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 8 सितम्बर, 2025

का.आ. 1989.—केन्द्रीय सरकार, राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 (दिनांक 17.11.2022 के अधिसूचना द्वारा संशोधित) की पैरा 8(1) के साथ पठित बैंककारी कंपनी (अर्जन एवं उपक्रमों

का अंतरण) अधिनियम, 1970 की धारा 9 की उप – धारा (3) के खंड (क) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा, श्री अजय कुमार श्रीवास्तव (जन्म तिथि : 15.10.1967), प्रबंध निदेशक एवं मुख्य कार्यपालक अधिकारी, इंडियन ओवरसीज़ बैंक के कार्यकाल को उनके वर्तमान अधिसूचित कार्यावधि जो दिनांक 31.12.2025 को समाप्त हो रही है, के बाद से इंडियन ओवरसीज़ बैंक में पूर्ण कालिक निदेशक के रूप में उनकी 10 वर्ष के कार्यकाल पूरा होने की तिथि तक अर्थात् 01.01.2026 से 08.10.2027 तक या अगले आदेशों तक, जो भी पहले हो, बढ़ाती है।

[ई फा. सं. 4/3/2024-बीओ-1]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 8th September, 2025

S.O. 1989.—In exercise of powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with paragraph 8 (1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 (amended *vide* notification dated 17.11.2022), the Central Government hereby extends the tenure of Shri Ajay Kumar Srivastava (DoB: 15.10.1967), Managing Director and Chief Executive Officer, Indian Overseas Bank, beyond his currently notified term which is ending on 31.12.2025, till the date of completion of his 10 years' tenure as Whole-Time Director in Indian Overseas Bank, *i.e.*, w.e.f. 01.01.2026 up to 08.10.2027, or until further orders, whichever is earlier.

[eF. No. 4/3/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 9 सितम्बर, 2025

का.आ. 1990.—बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, सुश्री एम. जी. जयश्री के स्थान पर श्री जितेन्द्र असाटी (निदेशक, भारत सरकार, वित्त मंत्रालय, वित्तीय सेवाएं विभाग) को तत्काल प्रभाव से और अगले आदेशों तक, पंजाब एंड सिंध बैंक के बोर्ड में निदेशक नामित करती है।

[ई फा. सं. 6/2(i)/2022-बीओ-1]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 9th September, 2025

S.O. 1990.—In exercise of the powers conferred by clause (b) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, the Central Government hereby nominates Shri Jitendra Asati (Director, Government of India, Ministry of Finance, Department of Financial Services) as Director on the Board of Punjab & Sind Bank, with immediate effect and until further orders, *vice* Ms M. G. Jayasree.

[eF. No. 6/2(i)/2022-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 15 सितम्बर, 2025

का.आ. 1991.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 (दिनांक 17.11.2022 की अधिसूचना के माध्यम से संशोधित) के पैरा 8 (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री जॉयदीप दत्ता राँय (जन्म तिथि: 1.7.1972), कार्यपालक निदेशक, इण्डियन ओवरसीज़ बैंक के कार्यकाल की वर्तमान अधिसूचित अवधि, जो दिनांक 20.10.2025 को समाप्त हो रही है, से आगे तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बढ़ाती है।

[ई फा. सं. 4/4(i)/2024-बीओ-1]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 15th September, 2025

S.O. 1991.—In exercise of powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with paragraph 8 (1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 (amended *vide* notification dated 17.11.2022), the Central Government hereby extends the term of office of Shri Joydeep Dutta Roy (DoB: 01.07.1972), Executive Director, Indian Overseas Bank, for a period of three years beyond his currently notified term which is ending on 20.10.2025 or until further orders, whichever is earlier.

[eF. No. 4/4(i)/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 15 सितम्बर, 2025

का.आ. 1992.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 (दिनांक 17.11.2022 की अधिसूचना के माध्यम से संशोधित) के पैरा 8 (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री रामासुब्रमण्यन एस. (जन्म तिथि: 7.6.1967), कार्यपालक निदेशक, यूनियन बैंक आफ इंडिया के कार्यकाल की वर्तमान अधिसूचित अवधि, जो दिनांक 20.11.2025 को समाप्त हो रही है, को उनकी अधिवर्षिता की आयु प्राप्त करने की तारीख, अर्थात् 30.6.2027 तक अथवा अगले आदेशों तक, जो भी पहले हो, आगे बढ़ाती है।

[ई फा. सं. 4/4(ii)/2024-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 15th September, 2025

S.O. 1992.—In exercise of powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with paragraph 8 (1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 (amended *vide* notification dated 17.11.2022), the Central Government hereby extends the term of office of Shri Ramasubramanian S. (DoB: 07.06.1967), Executive Director, Union Bank of India, beyond his currently notified term which is ending on 20.11.2025, till the date of his superannuation, i.e., 30.06.2027 or until further orders, whichever is earlier.

[eF. No. 4/4(ii)/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 15 सितम्बर, 2025

का.आ. 1993.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 (दिनांक 17.11.2022 की अधिसूचना के माध्यम से संशोधित) के पैरा 8 (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री सुब्रत कुमार (जन्म तिथि: 23.10.1970), कार्यपालक निदेशक, बैंक आफ इंडिया के कार्यकाल की वर्तमान अधिसूचित अवधि, जो दिनांक 20.11.2025 को समाप्त हो रही है, से आगे तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बढ़ाती है।

[ई फा. सं. 4/4(iii)/2024-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 15th September, 2025

S.O. 1993.—In exercise of powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with paragraph 8 (1) of the Nationalised

Banks (Management and Miscellaneous Provisions) Scheme, 1970 (amended *vide* notification dated 17.11.2022), the Central Government hereby extends the term of office of Shri Subrat Kumar (DoB: 23.10.1970), Executive Director, Bank of India, for a period of three years beyond his currently notified term which is ending on 20.11.2025 or until further orders, whichever is earlier.

[eF. No. 4/4(iii)/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 15 सितम्बर, 2025

का.आ. 1994.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 (दिनांक 17.11.2022 की अधिसूचना के माध्यम से संशोधित) के पैरा 8 (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री राजेन्द्र कुमार साबू (जन्म तिथि: 21.4.1971), कार्यपालक निदेशक, यूको बैंक के कार्यकाल की वर्तमान अधिसूचित अवधि, जो दिनांक 20.11.2025 को समाप्त हो रही है, से आगे तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बढ़ाती है।

[ई फा. सं. 4/4(iv)/2024-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 15th September, 2025

S.O. 1994.—In exercise of powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with paragraph 8 (1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 (amended *vide* notification dated 17.11.2022), the Central Government hereby extends the term of office of Shri Rajendra Kumar Saboo (DoB: 21.04.1971), Executive Director, UCO Bank, for a period of three years beyond his currently notified term which is ending on 20.11.2025 or until further orders, whichever is earlier.

[eF. No. 4/4(iv)/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 15 सितम्बर, 2025

का.आ. 1995.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 (दिनांक 17.11.2022 की अधिसूचना के माध्यम से संशोधित) के पैरा 8 (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री ललित त्यागी (जन्म तिथि: 14.6.1971), कार्यपालक निदेशक, बैंक आफ बड़ौदा के कार्यकाल की वर्तमान अधिसूचित अवधि, जो दिनांक 20.11.2025 को समाप्त हो रही है, से आगे तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बढ़ाती है।

[ई फा. सं. 4/4(v)/2024-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 15th September, 2025

S.O. 1995.—In exercise of powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with paragraph 8 (1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 (amended *vide* notification dated 17.11.2022), the Central Government hereby extends the term of office of Shri Lalit Tyagi (DoB: 14.06.1971), Executive Director, Bank of Baroda, for a period of three years beyond his currently notified term which is ending on 20.11.2025 or until further orders, whichever is earlier.

[eF. No. 4/4(v)/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 15 सितम्बर, 2025

का.आ. 1996.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 (दिनांक 17.11.2022 की अधिसूचना के माध्यम से संशोधित) के पैरा 8 (1) के साथ पठित बैंकारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री एम. परमसिवम (जन्म तिथि: 20.3.1967), कार्यपालक निदेशक, पंजाब नैशनल बैंक के कार्यकाल की वर्तमान अधिसूचित अवधि, जो दिनांक 30.11.2025 को समाप्त हो रही है, को उनकी अधिवर्षिता की आयु प्राप्त करने की तारीख, अर्थात् 31.3.2027 तक अथवा अगले आदेशों तक, जो भी पहले हो, आगे बढ़ाती है।

[ई फा. सं. 4/4(vi)/2024-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 15th September, 2025

S.O. 1996.—In exercise of powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with paragraph 8 (1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 (amended *vide* notification dated 17.11.2022), the Central Government hereby extends the term of office of Shri M. Paramasivam (DoB: 20.03.1967), Executive Director, Punjab National Bank, beyond his currently notified term which is ending on 30.11.2025, till the date of his superannuation, i.e., 31.03.2027 or until further orders, whichever is earlier.

[eF. No. 4/4(vi)/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 15 सितम्बर, 2025

का.आ. 1997.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 (दिनांक 17.11.2022 की अधिसूचना के माध्यम से संशोधित) के पैरा 8 (1) के साथ पठित बैंकारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री मल्लादी वेंकट मुरली कृष्णा (जन्म तिथि: 1.8.1967), कार्यपालक निदेशक, सेन्ट्रल बैंक आफ इंडिया के कार्यकाल की वर्तमान अधिसूचित अवधि, जो दिनांक 30.11.2025 को समाप्त हो रही है, को उनकी अधिवर्षिता की आयु प्राप्त करने की तारीख, अर्थात् 31.7.2027 तक अथवा अगले आदेशों तक, जो भी पहले हो, आगे बढ़ाती है।

[ई फा. सं. 4/4(vii)/2024-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 15th September, 2025

S.O. 1997.—In exercise of powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with paragraph 8 (1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 (amended *vide* notification dated 17.11.2022), the Central Government hereby extends the term of office of Shri Malladi Venkat Murali Krishna (DoB: 01.08.1967), Executive Director, Central Bank of Bank, beyond his currently notified term which is ending on 30.11.2025, till the date of his superannuation, i.e., 31.07.2027 or until further orders, whichever is earlier.

[eF. No. 4/4(vii)/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 15 सितम्बर, 2025

का.आ. 1998.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 (दिनांक 17.11.2022 की अधिसूचना के माध्यम से संशोधित) के पैरा 8 (1) के साथ पठित बैंकारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970

की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री संजय विनायक मुदलियार (जन्म तिथि: 2.7.1968), कार्यपालक निदेशक, बैंक आफ के कार्यकाल की वर्तमान अधिसूचित अवधि, जो दिनांक 31.12.2025 को समाप्त हो रही है, को उनकी अधिवर्षिता की आयु प्राप्त करने की तारीख, अर्थात् 31.7.2028 तक अथवा अगले आदेशों तक, जो भी पहले हो, आगे बढ़ाती है।

[ई फा. सं. 4/4(viii)/2024-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 15th September, 2025

S.O. 1998.—In exercise of powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with paragraph 8 (1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 (amended *vide* notification dated 17.11.2022), the Central Government hereby extends the term of office of Shri Sanjay Vinayak Mudaliar (DoB: 02.07.1968), Executive Director, Bank of Baroda, beyond his currently notified term which is ending on 31.12.2025, till the date of his superannuation, i.e., 31.07.2028, or until further orders, whichever is earlier.

[eF. No. 4/4(viii)/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 15 सितम्बर, 2025

का.आ. 1999.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 (दिनांक 17.11.2022 की अधिसूचना के माध्यम से संशोधित) के पैरा 8 (1) के साथ पठित बैंकारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री हरदीप सिंह अहलूवालिया (जन्म तिथि: 24.6.1967), कार्यपालक निदेशक, केनरा बैंक के कार्यकाल की वर्तमान अधिसूचित अवधि, जो दिनांक 6.2.2026 को समाप्त हो रही है, को उनकी अधिवर्षिता की आयु प्राप्त करने की तारीख, अर्थात् 30.6.2027 तक अथवा अगले आदेशों तक, जो भी पहले हो, आगे बढ़ाती है।

[ई फा. सं. 4/4(ix)/2024-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 15th September, 2025

S.O. 1999.—In exercise of powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with paragraph 8 (1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 (amended *vide* notification dated 17.11.2022), the Central Government hereby extends the term of office of Shri Hardeep Singh Ahluwalia (DoB: 24.06.1967), Executive Director, Canara Bank, beyond his currently notified term which is ending on 06.02.2026, till the date of his superannuation, i.e., 30.06.2027 or until further orders, whichever is earlier.

[eF. No. 4/4(ix)/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 15 सितम्बर, 2025

का.आ. 2000.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 (दिनांक 17.11.2022 की अधिसूचना के माध्यम से संशोधित) के पैरा 8 (1) के साथ पठित बैंकारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री पी. आर. राजगोपाल (जन्म तिथि: 14.7.1967), कार्यपालक निदेशक, बैंक आफ इंडिया के कार्यकाल की वर्तमान अधिसूचित अवधि, जो दिनांक 28.2.2026 को समाप्त हो रही है, को उनकी अधिवर्षिता की आयु प्राप्त करने की तारीख, अर्थात् 31.7.2027 तक अथवा अगले आदेशों तक, जो भी पहले हो, आगे बढ़ाती है।

[ई फा. सं. 4/4(x)/2024-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 15th September, 2025

S.O. 2000.—In exercise of powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with paragraph 8 (1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 (amended *vide* notification dated 17.11.2022), the Central Government hereby extends the term of office of Shri P R Rajagopal (DoB: 14.07.1967), Executive Director, Bank of India, beyond his currently notified term which is ending on 28.02.2026, till the date of his superannuation, i.e., 31.07.2027 or until further orders, whichever is earlier.

[eF. No. 4/4(x)/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 15 सितम्बर, 2025

का.आ. 2001.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 (दिनांक 17.11.2022 की अधिसूचना के माध्यम से संशोधित) के पैरा 8 (1) के साथ पठित बैंकारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री नितेश रंजन (जन्म तिथि: 11.11.1976), कार्यपालक निदेशक, यूनियन बैंक ऑफ इंडिया के कार्यकाल की वर्तमान अधिसूचित अवधि, जो दिनांक 9.3.2026 को समाप्त हो रही है, से आगे तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बढ़ाती है।

[ई फा. सं. 4/4(xi)/2024-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 15th September, 2025

S.O. 2001.—In exercise of powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with paragraph 8 (1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 (amended *vide* notification dated 17.11.2022), the Central Government hereby extends the term of office of Shri Nitesh Ranjan (DoB: 11.11.1976), Executive Director, Union Bank of India, for a period of three years beyond his currently notified term which is ending on 09.03.2026, or until further orders, whichever is earlier.

[eF. No. 4/4(xi)/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

(व्यय विभाग)

नई दिल्ली, 13 नवम्बर, 2025

का.आ. 2002.—केन्द्र सरकार, एतद्वारा राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उप-नियमों (2) एवं (4) के अनुसरण में, भारतीय लेखापरीक्षा एवं लेखा विभाग के कार्यालय प्रधान निदेशक लेखापरीक्षा, पूर्व तट रेलवे, भुवनेश्वर जिसमें अस्सी प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. ए-12034/04/2025-ईजी]

रामेश्वर कुमार, अवर सचिव

(Department of Expenditure)

New Delhi, the 13th November, 2025

S.O. 2002.—In exercise of the powers conferred by sub-rules (2) and (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the office of the Principal Director of Audit, East Coast Railway, Bhubaneswar under the Indian Audit and Accounts Department wherein eighty per cent. of the staff have acquired working knowledge of Hindi.

[F. No. A-12034/04/2025-EG]

RAMESHWAR KUMAR, Under Secy.

कोयला मंत्रालय

नई दिल्ली, 11 नवम्बर, 2025

का.आ. 2003.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लेखित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त किए जाने की संभावना है;

और उक्त अधिसूचना में वर्णित क्षेत्र में अंतर्विष्ट ब्यौरे रेखांक धारक संख्या एनएलसीआईएल/ एनपीएससीपी/ सीबीए/4/1, तारीख 09 मार्च, 2025 का निरीक्षण “कार्यपालक निदेशक या कोयला समन्वय, नेवेली लिग्नाइट कॉर्पोरेशन इंडिया लिमिटेड, पंजीकृत कार्यालय नंबर 135, ईवीआर पेरियार हाई रोड, कीलपॉक, चेन्नई 600010, तमिलनाडु या निगमित कार्यालय, ब्लॉक-1, नेवेली 607801, कडलूर जिला, तमिलनाडु या मुख्य महाप्रबंधक (अन्वेषण प्रभाग), केंद्रीय खान योजना एवं डिज़ाइन इंस्टीट्यूट लिमिटेड, गोंडवाना प्लेस, कांके रोड, रांची 834008, झारखंड या कोयला नियंत्रक, कोयला नियंत्रक का संगठन, कोयला मंत्रालय, कोर 2, 5वीं मंजिल, स्कोप मीनार, लक्ष्मी नगर, दिल्ली 110092 या जिला कलेक्टर का कार्यालय, अंगुल जिला, ओडिशा में किया जा सकता है;

अतः अब केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है;

उक्त अनुसूची में उल्लिखित भूमि में हितबद्ध कोई व्यक्ति-

- (i) उक्त अधिसूचना की धारा 4 की उप-धारा (3) के अधीन की गई किसी कार्यवाही से हुई या होने वाली संभावित किसी क्षति के लिए अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा; या
- (ii) उक्त अधिनियम की धारा 13 की उप-धारा (1) के अधीन पूर्वोक्षण अनुज्ञप्तियों के प्रभावहीन होने के संबंध में या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन खनन पट्टे प्रभावहीन होने के लिए प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उपधारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों की बाबत उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को परिदत्त कर सकेगा।

इस अधिसूचना के भारत के राजपत्र में प्रकाशन की तारीख से 90 (नब्बे) दिनों के अंदर, कार्यपालक निदेशक/कोयला समन्वयक, नेवेली लिग्नाइट कॉर्पोरेशन इंडिया लिमिटेड, पंजीकृत कार्यालय नंबर 135, ईवीआर पेरियार हाई रोड, कीलपॉक, चेन्नई 600010, तमिलनाडु या निगमित कार्यालय, ब्लॉक -1, नेवेली 607801, कडलूर जिला, तमिलनाडु को भेजें।

अनुसूची

कोयला खनन ब्लॉक का नाम: न्यू पात्रापारा दक्षिण कोयला खान
(तहसील छेंडीपाड़ा, जिला अंगुल, राज्य ओडिशा)

[रेखांक धारक संख्या एनएलसीआईएल/एनपीएससीपी/सीबीए/4/1, तारीख 9 मार्च 2025]

एनएलसी इंडिया लिमिटेड						
न्यू पात्रापारा दक्षिण कोयला खान						
भूमि का विवरण						
क्रम.सं.	गाँव का नाम	तहसील सं./थाना.सं.	तहसील	जिला	क्षेत्र हेक्टेयर में (लगभग)	टिप्पणियाँ
1	बागड़िया	37	छेंदीपदा	अंगुल	40.285	भाग
2	दशरासही	14	छेंदीपदा	अंगुल	38.661	भाग

3	कनलोई संरक्षित वन	संरक्षित वन	छेंदीपदा	अंगुल	27.642	भाग
4	देवीनगर संरक्षित वन	संरक्षित वन	छेंदीपदा	अंगुल	23.777	भाग
5	जरीपल	10	छेंदीपदा	अंगुल	0.261	भाग
6	कनलोई	1	छेंदीपदा	अंगुल	284.205	भाग
7	पात्रपडा	12	छेंदीपदा	अंगुल	819.595	भाग
8	पात्रपडा जंगल	11	छेंदीपदा	अंगुल	115.458	भाग
9	पीपलबहल	13	छेंदीपदा	अंगुल	447.009	भाग
10	सपोइनली	38	छेंदीपदा	अंगुल	60.829	भाग
11	सिमली पाल	39	छेंदीपदा	अंगुल	91.322	भाग
कुल भूमि: 1949.042 हेक्टेयर (लगभग) या 4816.189 एकड़ (लगभग)						

सीमा विवरण:

ए-बी-सी: लाइन बागडिया गांव में बिंदु 'ए' से शुरू होती है और सपोइनली गांव में बिंदु 'बी' से पार होकर सपोइनली गांव में बिंदु 'सी' पर समाप्त होती है।

सी-डी-ई: लाइन सपोइनली गांव में बिंदु 'सी' से शुरू होती है और सिमलीपाल गांव में बिंदु 'डी' से पार होकर सिमलीपाल गांव में बिंदु 'ई' पर समाप्त होती है।

लाइन ए-बी-सी-डी-ई, खान की पूर्वी सीमा बनाती है।

ई-एफ-जी-एच: लाइन सिमलीपाल गांव में बिंदु 'ई' से शुरू होती है और बिंदु 'एफ', और बिंदु 'जी' देवीनगर पीएफ में से पार होकर कनलोई गांव में बिंदु 'एच' पर समाप्त होती है।

एच-आई-जे: लाइन कनलोई गांव में बिंदु 'एच' से शुरू होती है और कनलोई संरक्षित वन में बिंदु 'आई' से पार होकर कनलोई संरक्षित वन में बिंदु 'जे' पर समाप्त होती है।

लाइन ई एफ जी एच आई जे खान की दक्षिणी सीमा बनाती है।

जे-के: लाइन कनलोई आरएफ में बिंदु 'जे' से शुरू होती है और कनलोई गांव में बिंदु 'के' पर समाप्त होती है।

के-एल: लाइन कनलोई गांव में बिंदु 'के' से शुरू होती है और पात्रपडा जंगल गांव में बिंदु 'एल' पर समाप्त होती है।

एल-एम-एन: लाइन पात्रपडा जंगल गांव में बिंदु 'एल' से शुरू होकर कनलोई गांव में बिंदु 'एम' से पार होती है और पात्रपडा जंगल गांव में बिंदु 'एन' पर समाप्त होती है।

लाइन जे-के-एल-एम-एन खान की पश्चिमी सीमा बनाती है।

एन-ओ-पी-क्यू: लाइन पात्रपडा जंगल गांव में बिंदु 'एन' से शुरू होती है और पात्रपडा गांव में बिंदु 'ओ' और पीपलबहल गांव में बिंदु 'पी' से पार होकर पीपलबहल गांव में बिंदु 'क्यू' पर समाप्त होती है।

क्यू-आर-ए: लाइन पीपलबहल गांव में बिंदु 'क्यू' से शुरू होती है और दशरसही गांव में बिंदु आर' से पार होकर बागड़िया गांव में बिंदु 'ए' पर समाप्त होती है।

लाइन एन-ओ-पी-क्यू-आर-ए खान की उत्तरी सीमा बनाती है।

[फा. सं. 43015/10/2025-एलएआईआर]

दर्शन कुमार सोलंकी, निदेशक

MINISTRY OF COAL

New Delhi, the 11th November, 2025

S.O. 2003.—Whereas, it appears to the Central Government that coal is likely to be obtained from the land in the locality described in the Schedule annexed hereto;

And, whereas, the plan bearing number NLCIL/NPSCP/CBA/4/1, dated the 9th March, 2025 containing details of the area of land described in the said Schedule may be inspected at the office of the “Executive Director/ Coal Co-ordination, NLC India Limited, Registered office No-135, EVR Periyar High Road, Kilpauk, Chennai 600010, Tamil Nadu; Corporate Office at Block-1, Neyveli 607801, Cuddalore District, Tamilnadu or at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute Limited, Gondwana Place, Kanke Road, Ranchi 834008, Jharkhand or at the office of Coal Controller, Coal Controller’s Organization, Ministry of Coal, Scope Minar, 5th Floor, Core- II, Laxmi Nagar, Delhi 110092 or at the office of District Collector, District Angul (Odisha);

Now therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from land described in the said Schedule;

Any person interested in the land described in the said Schedule may –

- claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 thereof; or
- claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting licenses ceasing to have effect or under sub-section (4) of section 13 of the Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the office of the Executive Director/ Coal Co-ordination, NLC India Limited, Registered office No-135, EVR Periyar High Road, Kilpauk, Chennai 600010, Tamil Nadu; Corporate Office at Block-1, Neyveli 607801, Cuddalore District, Tamilnadu within a period of ninety days from the date of publication of this notification in the official Gazette.

SCHEDULE

Name of the Coal Mining Block: New Patrapara South Coal Mine

(Tehsil Chhendipada, District Angul, State Odisha)

[Plan bearing number NLCIL/NPSCP/CBA/4/1, dated the 9th March, 2025]

NLC INDIA LIMITED						
New Patrapara South Coal Mine						
Description of Land						
Sl. No.	Name of Village	Tahasil no/ Thana no.	Tahsil	District	Area in Hectares (Approximately)	Remarks
1	Bagdia	37	Chhendipada	Angul	40.285	Part
2	Dasarasahi	14	Chhendipada	Angul	38.661	Part
3	Kanaloi Reserved Forest	RF	Chhendipada	Angul	27.642	Part

4	Debinagar Protected Forest	PF	Chhendipada	Angul	23.777	Part
5	Jaripal	10	Chhendipada	Angul	0.261	Part
6	Kanaloi	1	Chhendipada	Angul	284.205	Part
7	Patrapada	12	Chhendipada	Angul	819.595	Part
8	Patrapada jungle	11	Chhendipada	Angul	115.458	Part
9	Pipalbahal	13	Chhendipada	Angul	447.009	Part
10	Sapoinali	38	Chhendipada	Angul	60.829	Part
11	Similipal	39	Chhendipada	Angul	91.322	Part
Total area: 1949.042 hectares (Approximately) or 4816.189 acres (Approximately).						

Boundary Description:

A-B-C: line starts from point 'A' in Bagdia village and passes through Point B in Sapoinali village and ends at point 'C' in Sapoinali village.

C-D-E: line starts from point 'C' in Sapoinali village and passes through point 'D' in Similipal village and ends at point 'E' in Similipal village.

Line A-B-C-D-E: forms the Eastern boundary of the Mine.

E-F-G-H: Line starts from point 'E' in Similipal village and passes through point 'F' and point 'G' in Debinagar PF and ends at point 'H' in Kanaloi village.

H-I-J: Line starts from point 'H' in Kanaloi village and passes through point 'I' in Kanaloi

RF and ends at point 'J' in Kanaloi RF.

Line E-F-G-H -I-J forms the southern boundary of the Mine.

J-K: Line starts from point 'J' in Kanaloi RF and ends at point 'K' in Kanaloi village.

K-L: line start from point 'K' in Kanaloi village and ends at point 'L' in Patrapada jungle village.

L-M-N: line start from point 'L' in Patrapada jungle village passes through point 'M' in kanaloi village and ends at point 'N' in Patrapada jungle village.

Line J-K-L-M-N forms the western boundary of the Mine.

N-O-P-Q: line start from point 'N' in Patrapada jungle village and passes through point 'O' in Patrapada village and Point 'P' in Pipalbahal village and ends at point 'Q' in Pipalbahal village.

Q-R-A: line start from point 'Q' in pipalbahal village and passes through point 'R' in Dasarasahi village and ends at point 'A' in Bagdia village.

Line N-O-P-Q-R-A forms the northern boundary of the Mine.

[F. No43015/10/2025-LAIR]

DARSHAN KUMAR SOLANKI, Director

पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय

नई दिल्ली, 10 नवम्बर, 2025

का.आ. 2004.—जहाँ, भारत सरकार के पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय की अधिसूचना सं. एस.ओ. 649(ई) दिनांक 09.02.2022 द्वारा, भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइनों (भूमि में उपभोग अधिकार का अधिग्रहण) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (4) के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए, भूमि में उपभोग अधिकार (Right of User) के अधिग्रहण की घोषणा की थी।

और जहाँ, सक्षम प्राधिकारी ने एम/एस गेल (इंडिया) लिमिटेड से प्राप्त सूचना के आधार पर एक प्रतिवेदन प्रस्तुत किया है, जिसमें अनुरोध किया गया है कि परिशिष्ट (अनुसूची) में वर्णित वे भू-खण्ड, जो पाइपलाइन की अंतिम संरेखण (Final Alignment) पर नहीं आते हैं, उन्हें अधिसूचना से मुक्त (De-notify) किया जाए।

अतएव, भारत सरकार ने उक्त प्रतिवेदन पर विचार करने के उपरान्त तथा संतुष्ट होने पर यह घोषित किया है कि अनुसूची में उल्लिखित भूमि में उपभोग अधिकार (Right of User) को अधिसूचना से मुक्त किया जाता है (De-notified किया जाता है)।

जगदीशपुर- हल्दिया-बोकारो धामरा पाइपलाइन (जे.एच.बी.बी.पी.एल) एवम स्पर पाइपलाइन प्रोजेक्ट											
दुर्गापुर- हल्दिया, सेक्सन-3 बी											
अनुसूची											
राज्य - पश्चिम बंगाल											
जिला	ब्लॉक	मौजा	जे एल नं	नवशा	सर्वे न.	क्षेत्र			संशोधित क्षेत्र		
						हेक्टेअर	आर	वर्ग मीटर	हेक्टेअर	आर	वर्ग मीटर
1	2	3	4	5	6	7			8		
पूर्वा वर्धमान	गलसी-2	बाबला	63	एलआर	620	0	17	0	0	00	00
					622	0	1	21	0	00	00
					639	0	4	86	0	00	00
					1822	0	9	31	0	00	00
					1074	0	2	23	0	00	00
					1102	0	6	47	0	00	00
					1854	0	2	83	0	00	00
					1855	0	0	40	0	00	00
[फा. सं. एल-14014/5/2022-जीपी-II(ई-41373)]											
रामजीलाल मीना, अवर सचिव											

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 10th November, 2025

S.O. 2004.—Whereas by the notification of Government of India in Ministry of Petroleum and Natural Gas vide S.O. 649(E) Dated 09.02.2022 Government of India declared acquisition of Right of User in Land, in exercise of the power conferred by sub-section (4) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962).

And whereas, the Competent Authority, on intimation from M/S GAIL (India) Limited, submitted a report requesting to de-notify the land parcels, the schedule annexed here to, which are not falling on the final alignment where the pipeline is laid.

And, whereas, Government of India after considering the said report and on being satisfied, hereby declares that the Right of User acquired mentioned in the schedule are de-notify.

JAGDISHPUR-HALDIA -BOKARO-DHAMRA PIPELINE (JHBDPL) AND SPUR PIPELINE PROJECT											
DURGAPUR-HALDIA, SECTION-3B											
LAND SCHEDULE											
State : West Bengal											
District	Block	Mauza	J.L. No.	Map	Survey No.	Area			Revised Area		
						Hect.	Are	Sq. mtr.	Hect.	A re	Sq. mtr.
1	2	3	4	5	6	7			8		
Purba Bardhaman	Galsi- 2	Babla	63	LR	620	0	17	0	0	00	00
					622	0	1	21	0	00	00
					639	0	4	86	0	00	00
					1822	0	9	31	0	00	00
					1074	0	2	23	0	00	00
					1102	0	6	47	0	00	00
					1854	0	2	83	0	00	00
					1855	0	0	40	0	00	00
[F.No.L-14014/5/2022-GP-II (E-41373)] RAMJI LAL MEENA, Under Secy.											

संचार मंत्रालय

(डाक विभाग)

नई दिल्ली, 16 मई, 2025

का.आ. 2005.—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधित 1987) के नियम 10 के उप नियम (4) के अनुसरण में, डाक विभाग के निम्नलिखित अधीनस्थ कार्यालय, जिसके 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है:-

वरिष्ठ अधीक्षक डाकघर का कार्यालय,

मंगलूरु मण्डल,

मंगलूरु – 575002

[फा. सं. ई- 11017-1/2024-रा.भा.-13]

परिमल सिन्हा, उप महानिदेशक (ईएमएम/रा. भा.)

MINISTRY OF COMMUNICATIONS

(Department of Posts)

New Delhi, the 16th May, 2025

S.O. 2005.—In Pursuance of sub rule (4) of Rule 10 of the Official Language (use for official Purposes of the Union) Rules 1976 (as amended in 1987), the Central Government hereby notifies following Sub-ordinate office of the Department of Posts, where more than 80% Officers/Officials have acquired the working knowledge of Hindi:-

Office of the Superintendent of Post Offices,

Mangaluru Division,

Mangaluru - 575002

[F. No. E-11017-1/2024-OL-13]

PARIMAL SINHA, Dy. Director General (EMM/OL)

नई दिल्ली, 10 अक्टूबर, 2025

का.आ. 2006.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधित 1987) के नियम 10 के उप नियम (4) के अनुसरण में, डाक विभाग के निम्नलिखित अधीनस्थ कार्यालय, जिसके 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है:-

इंडिया पोस्ट पेमेंट्स बैंक,
कॉर्पोरेट कार्यालय, स्पीड पोस्ट सेंटर बिल्डिंग,
भाई वीर सिंह मार्ग,
नई दिल्ली 110001

[फा. सं. ई-11017-1/2021-रा.भा.]

डॉ प्रदीप कुमार, उप महानिदेशक (प्रशिक्षण/रा.भा.)

New Delhi, the 10th October, 2025

S.O. 2006.—In Pursuance of sub rule (4) of Rule 10 of the Official Language (use for official Purposes of the Union) Rules 1976 (as amended in 1987), the Central Government hereby notifies following Sub-ordinate office of the Department of Posts, where more than 80% Officers/Officials have acquired the working knowledge of Hindi:-

India post payments Bank,
Corporate Office, Speed Post Center Building,
Bhai veer Singh Marg,
New Delhi- 110001

[F. No. E-11017-1/2021-OL]

Dr. PRADEEP KUMAR, Dy. Director General (Training/OL)

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 30 अक्टूबर, 2025

का.आ. 2007.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स चिराग सैंडिटेक्सट प्राइवेट लिमिटेड के प्रबंधन के संबंध में नियोजकों और श्री कुमार सदाशिव नेनहे एंड 52 अन्य के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई, पंचाट (रिफरेन्स न.- 53/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.10.2025 को प्राप्त हुआ था।

[सं. एल-29012/39/2018-आईआर(एम)]

सलोनी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 30th October, 2025

S.O. 2007.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 53/2018**) of the **Central Government Industrial Tribunal cum Labour Court-2, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in

relation to **M/s Chirag Sanditext Private Limited** and **Shri Kumar Sadashiv Nenahe and 52 others** which was received along with soft copy of the award by the Central Government on 30.10.2025.

[No. L-29012/39/2018-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/53 of 2018

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No.1 **M/s. Chirag Sanditext Pvt. Ltd.,**
The Mine Manager,
M/s. Chirag Sanditext Pvt. Ltd.,
Bakol Patlewadi, At. Post- Phondaghat,
Tal. – Kankavli, District- Sindhudurg- 416601.

AND

THEIR WORKMEN.

Party No.2 **(Mr. Kumar Sadashiv Nenehe & 52 Ors.,)**
At. Post- Phondaghat
Tal. – Kankavli,
District- Sindhudurg- 416601.

APPEARANCES:

Management	:	Ms. Pavitra Manesh Advocate & Mr. Kiran Maruti Mohite Representative
Workmen	:	Mr. Sanjay Anant Teli. Representative

AWARD

(Delivered on 08-10-2025)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-29012/39/2018 (IR(M) dated 29.10.2018. The terms of reference given in the schedule are as follows:

- i. “Whether the action of M/s. Chirag Sanditext Pvt. Ltd., Phondaghat, Sindhudurg District Maharashtra in stopping the mining w.e.f. 22.01.2016 is legal, justified and proper?”
- ii. “Whether the alleged action of M/s. Chirag Sanditext Pvt. Ltd., Phondaghat, Sindhudurg District Maharashtra in paying 50% of the wages from 22.01.2016 to 30.11.2016 and non-payment of monthly wages effective from 01.12.2017 to Shri Sadashiv Nanehe and 52 others (list attached) is legal, justified and proper? If not, what reliefs the workmen are entitled to? What directions, if any, are necessary in the matter?”

<u>Sl. No.</u>	<u>Workmen</u>
1	Mr. Kumar Sadashiv Nanche
2	Mr. Vilas Rajaram Samant
3	Mr. Ramchandra Vithoba Dhuri
4	Mr. Vijay Rajaram Sawant
5	Mr. Shivaji Dhondu Solkar
6	Mr. Anant Suresh Farab
7	Mr. Sanjay Pandurang Lad
8	Mr. Vilas Gopal Shitole
9	Mr. Sandeep Jaganath Mhaskar
10	Mr. Shekhar Shankar Jadhav
11	Mr. Shridhar Maruti Ghatge
12	Mr. Suryakant Sahadev Kadam
13	Mr. Santosh Gopal Kadam
14	Mr. Sanjay Vasant Joil
15	Mr. Dattaram Laxman Joil
16	Mr. Sandeep Lau Jadhav
17	Mr. Ajit Madhukar Lad
18	Mr. Nivrutti Shantaram Nanche
19	Mr. Sadanand Sahadv Teli
20	Mr. Pravin Ganpat Tilave
21	Mr. Sadanand Maruti Ghatge
22	Mr. Mangesh Ramchandra Mondkar
23	Mr. Mangesh Maruti Lad
24	Mr. Vitthal Shadev Hargule
25	Mr. Sunil Dhondu Nanche
26	Mr. Rajendra Ramchandra Parab
27	Mr. Prabhakar Rajaram Mejari
28	Mr. Dnyaneshwar Shantaram Nanche
29	Mr. Keshav Raoji Nanche
30	Mr. Sadanand Ragho Gosavi
31	Mr. Ashitosh Ramchandra Kanade
32	Mr. Vitthal Tukaram Lad
33	Mr. Deepak Lau Jadhav
34	Mr. Nandkumar Krisha Jadhav
35	Mr. Sandeep Rajaram Kanade
36	Mr. Umakant Krishna Jadhav
37	Mr. Ganesh Vasudev Lad
38	Mr. Abhimanyu Gangaram Lad
39	Mr. Santosh Sahadev Marye
40	Mr. Sanjay Vitthal Nanche

41	Mr. Shyamsunder Vasudev Nanche
42	Mr. R. P. Shirsath
43	Mr. Changdev Tambe
44	Mr. Shrikant Nanche
45	Mr. Anant Jadhav
46	Mr. Sanjay Anant Teli
47	Mr. Sadguru Kuperker
48	Mr. Ravindra Raghav Solkar
49	Mr. Gurunath Jagannath Bogle
50	Mr. Dada Mahadev Mulaye
51	Mr. Vasanth Mahadev Nanche
52	Mr. Maruthi Gangaram Lad
53	Mr. Anup Prakash Bolekar

2. The case is listed on 13.11.2025, but, today the parties have jointly moved an application before the Tribunal for taking the matter on today's Board. In the interest of justice, application for taking the matter on today's Board is hereby allowed.

3. The First Party and the Second Party jointly states that, the dispute raised in the present Reference has been settled between the parties and accordingly the Memorandum of Settlement has been signed between the parties. Both the parties pray that, the present Reference be disposed in terms of the Memorandum of Settlement signed between the parties. There are 53 workmen present in the Reference. Since, it is not possible for all the employees to remain present before the Hon'ble Tribunal, so the Second Party employees, who have signed hereby Authorise Mr. Sanjay Anant Teli to represent the Second Party before the Court. The First Party has appointed Mr. Kiran Maruti Mohite to attend the Hon'ble Tribunal on behalf of the First Party for completing the formalities for disposal of the Reference.

4. The Ministry, time to time encourages settling the cases, pending before the Court by means of mediation or by presenting the cases before the Lok Adalat. In the present case, both the parties have settled their dispute amicably out of the Court, in terms and conditions mentioned in the memo of compromise, signed by both the parties. Both parties therefore pray to dispose off the matter as settled.

5. In view of this, the matter is disposed off as settled.

In the result, I proceed to pass the following order-

ORDER

i. The Reference is disposed off as settled.

ii. The parties to bear their own cost.

iii. The Award be sent to the Central Government.

Date: 08-10-2025

Justice SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 18 नवम्बर, 2025

का.आ. 2008.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ़ बडोदा के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (34/2022) प्रकाशित करती है।

[सं. एल-39025/01/2025-आईआर((बी-II)-35]

सलोनी, उप निदेशक

New Delhi, the 18th November, 2025

S.O. 2008.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 34/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen.

[No. L-39025/01/2025- IR(B-II)-35]

SALONI, Dy. Director

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR****NO. CGIT/LC/RC/34/2022****Present: P.K.Srivastava****H.J.S..(Retd)****Santosh Saxena,****Aged about 57 years,****S/o Shri Madanlal Saxena,****R/o Ward No. 9, near Amar Band,****Rajendra Nagar, Baksaria,****Vidisha, District Vidisha (M.P.)****Workman****Versues****Bank of Baroda,****Through General Manager,****Bhadodara Bhavan-7th Floor,****R.C. Dutt Road Gadodara,****Gujarat 39007 And Others****Management****(JUDGMENT)****(Passed on this 03rd day of October - 2025)**

Notices were issued to both the parties. They appeared and filed their respective statement of claim and defense.

The Workman Santosh Saxena has filed this petition under Section 2(A) (2&3) of the Industrial Disputes Act, 1947 (in short the 'Act') against his termination with the case that, he was first engaged as a Gunman by the Bank and worked in the Gyarashpura Branch of the Bank as a Gunman and worked from 24.08.2016 till 12.04.2022. His monthly wages were Rs. 16,000/- per month. The Management disengaged him from 12.04.2022 without any notice or compensation which is in violation of Section 25G and 25H of the Act. The workman has thus prayed that holding the action of the Management in disengaging him without any notice or compensation, he be held entitled to be reinstated with back wages and benefits.

None appeared for the Bank. No written statement of defense was filed by the Bank hence the case proceeded ex-parte against the Management.

In evidence, the Workman has filed his affidavit as his examination in chief. He has also filed photocopy documents which are Commendation Letter, Attendance Sheet, and Banks certified statement of his account.

I have heard argument of Learned Counsel for the Workman. None was present for Management. I have gone through the record as well.

The reference itself is the issue for determination. Though the workman has corroborated his case as mentioned above taken by him in his statement of claim but the documents militate against his allegations. The document shown that he was an outsourced employee, engaged by the Outsourcing Company, and had posted him in the Branch as a

Security Guard. It was the Outsourcing Company which had paid the Workman his wages and also deposited his PF dues. **Hence, no relation of employee and employer is held proved against the Workman.**

Accordingly, there is no occasion of disengagement of the Workman by the Bank modified that the Workman was disengaged by the outsourcing company for certain reasons.

Hence, in the light of above discussions, ***holding that there was no employee and employer relation between the Workman and the Bank, hence there is no occasion of disengagement of the Workman by the Bank.***

Reference stands answered accordingly.

No order as to cost.

DATE:- 03/10/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 18 नवम्बर, 2025

का.आ. 2009.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (15/2009) प्रकाशित करती है।

[सं. एल-12012/59/2008-आईआर(बी-II)]

सलोनी, उप निदेशक

New Delhi, the 18th November, 2025

S.O. 2009.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 15/2009) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Canara Bank and their workmen.

[No. L-12012/59/2008- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/15/2009

Present: P.K.Srivastava

H.J.S.(Retd.)

Smt. Jyoti Sahu, W/o Tarun Sahu,
Qtr No. 112, N-4, 'C' Sector, Piplani,
BHEL Area, Bhopal (MP)

Workman

Vs

The Dy. General Manager,
Canara Bank, Disciplinary action cell,
Circle Office, Ansal Tower,
8th Floor, 38 Nehru Place,
New Delhi-110019

Management

(JUDGMENT)**(Passed on this 15th day of September- 2025)**

As per letter dated 05/02/2009 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. L-12012/59/2008 (IR(B-II) dt. 05/02/2009. The dispute under reference relates to:

“Whether the action of the management of Dy. General Manager, Canara Bank, Circle Office, New Delhi in issuing orders of dismissal from service to Smt Jyoti Sahu W/o Tarun Sahu w.e.f. 26.05.06 is justified? What relief the workman is entitled to?”

Case of the applicant/Workman, is mainly that while she was in service of the management bank, she was issued a charge sheet on 05.05.2005 which was vague and ambiguous. The charges were not specified and the documents in support of the charges were not proved inspite of request by her. The workman was suspended during the inquiry. Before issuing charge sheet and suspension, she was under treatment and for that she had been granted leave on her request by the management. There was some complications developed after she had gone for operation for her abortion prior to her suspension. She also developed hypertension, thyroid and other elements for which she was under continuous treatment and she produced medical certificates of Doctors of Government Hospital and Doctors in the panel of the management Bank before the Inquiry Officer explaining her absence and inability to take part in the departmental inquiry on the date fixed but ignoring her prayer the statement of witnesses were recorded in her absence. She could not arrange a defense assistant to defend her during the inquiry. The Union also did not come forward to provide her defense assistant, hence she requested permission to engage one retired Bank Officer of State Bank of India for her defence or to permit her to engage an Advocate for it which was refused by the management Bank. The inquiry Officer refused adjournment filed by her with certificate of Government Doctor and the inquiry proceeded against him which was against the Rules and Principles of natural justice.

The enquiry officer wrongly held the charges against the workman proved, the Disciplinary as well Appellate Authority wrongly concurred with the finding of the enquiry officer and awarded punishment of her dismissal from service, which is excessive to the charges proved. She has thus, requested that holding the action of management, in awarding her punishment of dismissal from service, she be held entitled to be reinstated with all back wages and benefits.

Management has taken a case, in brief, that while the workman was working as Clerk in the Arera Colony Branch of the Bank at Bhopal, during the period 08.10.2001 to 29.03.2005, she was found indulged in fraudulent acts of diverting the clearing cheques of customers to her own account and to the accounts of her close relatives and misappropriated a total amount of Rs. 46,525/-, details are as follows:-

- a) On 30.11.2004 a credit of Rs.4,962/- was given to the Current Account No.1353 of M/s New Sahu Medical Stores, maintained with the branch, against a clearing instrument. The said credit was given against a Demand Draft No.286705 dated 25.09.2004 of the same amount, which was in favour of Canara Bank, payable at Bhopal and drawn by Bank Of Baroda, Kymore Branch. The proprietor of the said firm M/s. New Sahu Medical Stores is Sri. Tarun Sahu, who is husband of first party. Sri. Tarun Sahu has confirmed that he had not deposited any cheque of like amount, in his Current Account No. 1353, for which the credit was given to the account on 30.11.2004. It was noted that on 29.11.2004, while working at the clearing department of the branch, she prepared a credit slip for CA 1353 of M/s. New Sahu Medical Stores for Rs.4,962/- and lodged in clearing against the DD No. 296705 dated 25.9.2004, which was neither meant for CA 1353 nor pertaining to Arera Colony, Bhopal branch, but was towards the proceeds of OSC No. 374/2004 of Canara Bank. BHEL, Bhopal branch. She got possession of the said Demand Draft and instead of making a search for the beneficiary's account, she had fraudulently diverted the said Demand Draft to Current Account No.1353 of her husband and thus misappropriated the amount of Rs.4,962/-.
- b) On 19.01.2005, a credit of Rs.400/- was given to SB 10101 maintained with the branch, against a clearing instrument. The said credit was given against a Dividend Warrant, which was said to be in favour of Sri. M V R Satyanaravana and was in no way pertaining to her. It was noted that on 18.01.2005, while working in Clearing Department of bank's Arera Colony. Bhopal branch, she had prepared a credit slip for her SB A/c No. 10101 for Rs.400/- and lodged in Clearing against the said Dividend Warrant of the same amount, which was in favour of Sri. M V R Satyanaravana. The said credit of Rs.400/- was diverted by her, to her account, knowingly well that it did not pertain to her and thus she had misused her official position in the bank and misappropriated the amount of Rs.400/-.
- c) On 1.2.2005, the credits of Rs 12,000/ & Rs 4,943/ was given to Current, Account No.1353 of M/s. New Sahu Medical Stores and SB a/c No. 10475 of Smt. Maya Sahu (Joint Account) respectively maintained with the branch against a single clearing instrument. The said credits were given against a Dividend Warrant for Rs.16,943/-drawn in favour of Shri. Devdas Sharma/Smt. Shantji Sharma and

which were meant for their SB a/c No.3455, maintained with the bank's Arera Colony, Bhopal branch. It was noted that on 31.1.2005, while working in Clearing Department of the branch, Smt. Jyothi Sahu had prepared a credit slip for Current Account No. 1353 of M/s. New Sahu Stores for Rs.12,000/- and also a credit slip for SB a/c No.10475 of Smt. Maya Sahu (joint account) for Rs.4,943/and lodged in Clearing, against a Dividend Warrant for Rs.16,943/-. The proprietor of M/s. New Sahu Medical Stores - Sri. Tarun Sahu, is husband of Smt. Jyothi Sahu and Smt. Maya Sahu and other joint account holders are close relatives of Smt. Jyothi Sahu. The said Dividend Warrant was one out of the FOUR instruments deposited by Sri. Dev Das Sharma. Smt. Shanthi Sharma, towards credit of their SB a/c No.3455 on 31.1.2005. Out of the four instruments deposited by the customer, there were two instruments of like amount of Rs.16,943/- favouring Sri. Dev Das Sharma and Smt. Shanthi Sharma. Smt. Jyothi Sahu removed one instrument of Rs. 16,943/- and altered the amount of Paying-in-slip deposited by the said customer from Rs.64,256/- to Rs.47,313/- to show that, there were only THREE instruments attached to the slip of the customer and the same was used by Smt. Jyothi Sahu, to give credit to the said Current Account No. 1353 and SB a/c No.10475, having full knowledge that the instrument attached to the forged slip was prepared and duly initialled by Smt. Jyothi Sahu were not meant for her, to which the credit was given. The above acts, clearly reveal that Smt. Jyothi Sahu had purposely and knowingly committed the fraud of diverting the funds of the customer to the accounts of her close relatives and misappropriated the amount of Rs. 16,943/-

- d) On 1.2.2005, a credit of Rs.24,220/ was given to SB a/c No. 10475 of Smt. Maya Sahu (Joint account) maintained with the branch against two clearing instruments. The said credit was given against two instruments of Rs. 13,700/- & Rs.10,520/-drawn in favour of M/s. My Car (Bhopal) Pvt., Ltd., a constituent of bank's Arera Colony, Bhopal branch, maintaining amongst others, a Current Account No. 1402. It was noted that on 31.01.2005, while working in the clearing department of the branch, Smt Jyothi Sahu had prepared a credit slip for SB A/c No. 10475 for Rs. 24,220/-deposited there against two instruments as detailed below-

Instrument No. & Date	Amount	Instrument favoring	Instrument drawn on
DD No. 235620 Dt. 24.01.05	13,700/-	My Car (Bhopal) Pvt. Ltd.	Standard Chartered Bank, Bhopal
Ch. No. 589533 Dt. 28.01.05	10,520/	My Car (Bhopal) Pvt. Ltd.	Bank of Baroda Bhopal

The above instruments were deposited by M/s. My Car (Bhopal) Pvt. Ltd. for collection towards credit of their Current Account No. 1402 with bank's Arena Colony, Bhopal brunch. While attending to outward clearing, Smt. Jyothi Sahu admittedly removed the original Paying-in-slips deposited by M/s. My Car (Bhopal) Pvt. Ltd. and replaced it with credit slip for SB Ac No.10475 of Smt. Maya Sahu (Joint Account) knowing fully well that the instrument attached to the said forged slip so prepared and initialled by Smt., Jyothi Sahu, was not meant for the accounts to which the credit was given. Smt. Maya Sahu & other Joint Account Holders are close relatives of Smt. Jyothi Sahu. The above acts of Smt. Jyothi Sahu clearly reveals that she had purposely and knowingly committed the fraud of diverting funds of the customer to the accounts of her close relatives and misappropriated the amount of Rs. 24220/-.

She was placed under suspension and a charge sheet under Regulation 9(1)(a) of Canara Bank Service Code, was issued by the Disciplinary Authority on 05.05.2005, she was asked to show cause with respect to the charges which she did reply. Finding her reply not sufficient, a departmental enquiry was ordered, which was conducted strictly, according to rules and procedures provided, the workman was given full opportunity of hearing and to defend her case. The enquiry officer submitted enquiry report holding the charges proved. The workman was issued a show cause notice with respect to the enquiry report by the Disciplinary Authority and finding her reply of show cause not sufficient, she was awarded punishment of dismissal from service.

It is further the case of management that the misconduct proved was an act of moral turpitude and lacks integrity, hence the punishment awarded is not excessive.

The management has requested that the reference be answered against the workman.

The workman filed her rejoinder, wherein, she has mainly reiterated her case.

Following issues were framed on the basis of pleadings by my Learned Predecessor vide his order dated 06.01.2015.

- a. *Whether the enquiry conducted against the workman is proper and legal?*
- b. *Whether misconduct alleged against the workman is proved from evidence in enquiry proceedings?*
- c. *Whether the punishment of dismissal of workman is just, proper and legal?*
- d. *If so, what relief the workman is entitled to?*

Issue No. 1, was taken as preliminary issue.

After taking evidence from both the sides on preliminary issue, it was decided vide order dated 13.09.2022, the enquiry was held vitiated in law. The management was given an opportunity to prove the charges before this Tribunal. This order is part of this judgment.

Thereafter, management has filed affidavits of three witnesses Mrs. Shashi Nimje, Mr. Manoj Sood and Mr. O.P. Budholia, as their Examination-in-chief. They have been cross-examined by the workman side. Management has also relied on evidence with respect to the enquiry papers proved by them earlier, to be referred to as and when require.

The workman has filed her affidavit as her Examination-in-chief. She has been cross-examined by the management side.

I have heard argument of Learned Counsel for the workman Mr. Arun Patel and Mr. Abhinav S. Kherdikar, Learned Counsel for the Management Bank. I have gone through the record as well.

Issue No. 2

The charges have been detailed earlier.

Mrs. Shashi Nimje, the management witness has stated in her affidavit as her Examination-in-chief that she was made In-charge of clearing department of the Bank, Arera Colony Branch, Bhopal, during the period 28.09.2004, when Mr. J.D. Panjwani was in training on 31.01.2005, Mr. J.D. Panjwani had to leave for training on that date, also she was made In-charge of clearing department of the Branch and was responsible for counter signing of the clearing cheques.

The workman, Smt. Jyoti Sahu, was handling the clearing inward and outward department. On 03.02.2005, she received a phone call from clearing section that there was a clearing difference of Rs. 70/-. During the verification of differences, it was found by her that only three cheques against account of Mr. D.D. Sharma, the account holder had been deposited for clearing, whereas, the account holder had deposited four cheques for clearance. She contacted the account holder, Mr. Sharma, on the same day, she again contacted him on the next day, the account holder came in the branch and verified that he had deposited four cheques. The account holder further told the witness that he had made a complaint with respect to short credit made to his account, this matter was proceeded into the notice of the Branch Head and it was found that the difference amount of Rs. 16,943/- was made by altering the original slip of SB A/c of Mr. Sharma, filled by him for Rs. 64,256/- to Rs. 47,313/-, it was also found that the pay slip dated 31.01.2005 of amount of Rs. 12,000/- was credited in the current account of M/s New Sahu Medical Store with Mr. Tarun Sahu, husband of the workman was proprietor and another pay slip dated 31.01.2005, regarding amount of Rs. 4,943/- was credited into SB A/c of Mrs. Maya Sahu, pay slips with respect to these amounts were filled and signed by the workman.

It was also found that the workman generated the clearing waste after lodging and placing them before the witness for verification, she omitted three cheques though lodged with batch No. 44 & 67 i.e., these cheques lodged by her did not appear in the clearing waste of 01.02.2005, it came out after thorough checking that the workman had manipulated these wrong credits by making credit slips in the name of M/s New Sahu Medical Shop and SB A/c 10475. She purportedly did not take the printout of the balances which claimed these transactions, in this way, it was also came out that a credit slip of Rs. 24,220/- was made in the account No. 10475, which was not bearing the signature of witness as her verification.

The instruments were two cheques in favour of M/s My Car Bhopal Pvt. Ltd, who confirmed that they had deposited two cheques of Rs. 10,520/- and Rs. 13,700/-, were deposited by them which were credited by the workman in the SB A/c 10475, without authority the workman further removed the original credit slip of the payer of the cheques.

In her cross-examination, this witness has stated that the demand draft and cheques were first taken by her. She used to handover these instruments to the workman for posting. The workman used to post these instruments in the system and thereafter return them to the witness, the staff peon used to stamp the instruments, the instruments posted in the system were sent to clearing house next day, clearing house used to send the instruments to the issuing Banks. This witness further states that the instruments were sent to the clearing house in hardcopy and were sent to issuing Banks from the clearing house in the hardcopy. She further stated that when the instrument was presented

before her a deposit slip was also attached with the instrument, she used to compare the instrument and the deposit slip and thereafter used to send it to the workman for posting. After posting, she used to verify the posted instrument by comparing the names, account numbers and amount from the list, which the workman used to prepare. She admits, that she was also punished in this incident for dereliction of duty, there is nothing in her cross-examination to discredit her.

The another management witness Mr. Manoj Sood, has stated in his affidavit as his Examination-in-Chief that he was deputed by the Bank to conduct preliminary enquiry in this matter, he found that demand draft No. 286705 dated 25.09.2004 involving bank of Baroda and Canara Bank drawn for Rs. 4962/- in favour of Canara Bank by Bank of Baroda, Kymore Branch and drawn on Bank of Baroda, Bhopal was intended for a specific operational clearing, it was erroneously credited to the current account No. 1353 of M/s Sahu Medical Store with the Arera Colony Branch of Canara Bank, this was brought to light when discrepancies were noted during subsequent verification processes, authenticated and origin of demand draft were verified through the photocopy obtained from Bank of Baroda who confirmed its issuance and payment details.

It also came out that the workman Smt. Jyoti Sahu, who was working in the clearing department of the Branch had prepared and submitted credit slip (Pay in Slip) dated 29.11.2004 bearing her signature, this demand draft was originally meant to liquidate an OSC initiated by Bank of Baroda's BHEL Branch, Bhopal, OSC No. 374/2004 for Rs. 5,000/- sent on 18.09.2004 to Bank of Baroda, Kymore Branch had remained outstanding, the workman admitted her guilt and further confessed inadvertent use of Demand draft for an unintended purpose driven by temptation to rectify unclaimed proceeds of the instruments under her care.

This witness further states that on 19.01.2005 a credit of Rs. 400/- was given to SB A/c 10101 of the workman against clearing instrument bearing No. 88745 of Corporation Bank, she confessed her involvement with respect to this transaction also as the instrument was a Dividend Warrant meant for another customer, came into her possession for collection of the amount. He has in this manner corroborated all the charges.

In his cross-examination, he has stated that an enquiry was conducted against the officer Mrs. Shashi Nimje also in this respect relating to same charges Mrs. Shashi Nimje was an officer who was under obligation to check the instruments, she was posted as Stop-Gap arrangement. She has further stated about the procedure with respect to clearance, there is nothing more in his cross-examination to discredit him.

The third management witness, Mr. O.P. Budholia, who was Assistant General Manager, was a Senior Manager in the Branch at the time of incident, he has also corroborated the allegations in his Examination-in-Chief. In his cross-examination, he has elaborated the procedure with respect to presentation and clearing, there is nothing in his cross-examination to discredit him.

The workman has examined herself in defense. She has filed her affidavit as her Examination-in-Chief. She has stated that she used to do instrument posting under the direction of officers and then return the instruments to her officer. The instruments were checked by the officer also the posting and after comparison when it was found that there is not discrepancy, they were approved for clearing and any amount could be transferred in any account only after approval of the officer there was only one computer having one password which was known to every employee, she never made intentionally, nor did she do any manipulation in any document by way of making wrong entry with respect to any instrument infact, all these manipulations were done by Mrs. Shashi Nimje, who was the passing officer and was entrusted for checking the instruments infact, it is the officer Mrs. Shashi Nimje who did all the manipulation and transferred the amount in wrong accounts.

In her cross-examination, she stated that her job was to post the instruments she admits that M/s New Sahu Medical Store, is owned by her husband and further states that she does not know Smt. Maya Sahu also that this Maya Sahu is not her relative. Regarding the written admission with respect to the charge, she states that she wrote this admission under pressure and threat of superior officers.

The settled proposition of law, with respect to prove of charges in a departmental proceeding, crystallized through various pronouncements is that the charges in departmental proceedings are not required to be proved beyond reasonable doubt. As it is required in the criminal trial following judgments have been reproduced in this respect:-

Scope of disciplinary proceedings and scope of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different. Ref. T.N.C.S. Corpn. Ltd. vs. K. Meerabai, (2006) 2 SCC 255

*Standard of proof in a departmental enquiry which is quasicriminal/quasi-judicial in nature: Disciplinary proceedings, however, being quasi-criminal in nature, **there should be some evidence to prove the charge.** Although the charges in a departmental proceedings are not required to be proved like a criminal trial i.e. beyond all reasonable doubts, we cannot lose sight of the fact that the enquiry officer performs a quasijudicial function, who upon analyzing the documents must arrive at a conclusion that there had been a preponderance of probability to prove the charges on the basis of materials on record. While doing so, he cannot take into consideration any irrelevant fact. He cannot refuse to consider the relevant facts. He cannot shift the burden of*

proof. He cannot reject the relevant testimony of the witnesses only on the basis of surmises and conjectures. Ref: (i) *Nirmala J. Jhala Vs. State of Gujarat & Another*, AIR 2013 SC 1513 (paras 10, 11, 12 & 13). (ii) *M.V. Bijlani Vs. Union of India*, (2006) 5 SCC 88 (Para 25)

In the cases of (i) NOIDA Entrepreneurs Association Vs NOIDA & others, AIR 2007 SC 1161 (i4i) *State Bank of India Vs. R.B. Sharma*, (2004) 7 SCC 27 (iii) *Kendriya Vidyalaya Sangathan Vs. T. Srinivas*, (2004) 7 SCC 442 (iv) *Depot Manager, APSRTC Vs. Mohd. Yousuf Miya*, (1997) 2 SCC 699 (v) *Captain M. Paul Anthony Vs. Bharat Gold Mines Limited* (1999) 3 SCC 679 and (vi) *State of Rajasthan Vs. B.K. Meena*, (1996) 6 SCC 417 (vi) *Pratap Singh Vs. State of Punjab*, AIR 1964 SC 72 (vii) *Jang Bahadur Singh Vs. Baij Nath*, AIR 1969 SC 30, it has been laid down by the Hon'ble Supreme Court that "the purpose of departmental enquiry and of prosecution are two different and distinct aspects. Departmental Enquiry is to maintain discipline in the service and efficiency of public service. Crime is an act of commission in violation of law or of omission of public duty. The enquiry in a departmental proceeding relates to the conduct or breach of duty by the delinquent officer to punish him for his misconduct defined under the relevant statutory rules or law. It is the settled legal position that the strict standard of proof or applicability of the Evidence Act stands excluded in a departmental proceeding. Criminal Proceedings and the departmental proceeding under enquiry can go on simultaneously."

In the case of T.N.C.S. Corporation Ltd. Vs. K. Meerabai, (2006) 2 SCC 255, it has been held by the Hon'ble Supreme Court that the scopes of the disciplinary proceedings and of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different.

In the cases of Mohd. Saleem Siddiqui Vs. State of UP & others, (2011) 2 UPLBEC 1575 (Allahabad High Court) and *Ajeet Kumar Naag Vs. General Manager Indian Oil Corporation Ltd. Haldia*, JT 2005 (8) SC 425, the distinction between departmental enquiry and criminal proceedings has been drawn as under: "The two proceedings i.e. criminal and departmental are entirely different. They operate in different fields and have different objectives. The object of criminal proceedings is to inflict appropriate punishment on offender and the purpose of enquiry proceedings is to deal with the delinquent departmentally and to impose penalty in accordance service rules the rule relating to appreciation of evidence in the two proceedings is also not similar. In criminal law burden of proof is on the prosecution and unless the prosecution is able to prove the guilt of accused beyond reasonable doubts, he cannot be convicted by a court of law. In departmental enquiry, on the other hand, penalty can be imposed on the delinquent officer on a finding recorded on the basis of preponderance of probability. Procedure with respect to standard of proof in criminal case and departmental enquiry are different. In the case of departmental enquiry the technical rules of evidence have no application and the doctrine of "proof beyond doubt" has also no application in the departmental enquiry. Criminal prosecution is launched for an offence for violation of a duty the offender owes to the society or for breach of which law has provided that the offender shall make satisfaction to the public. So crime is an act of commission in violation of law or of omission of public duty. The departmental enquiry is to maintain discipline in the service and efficiency of public service. There would be no bar to proceed simultaneously with departmental enquiry and trial of criminal case."

Now testing the evidence of the aforesaid three management witnesses on the aforesaid settled principles with respect to prove of charge, it comes out that there is sufficient evidence to involve and infer that the workman was a party to the unauthorized transactions and was a beneficiary also because some of the amounts were credited in the account of her husband, hence, charges as levelled in the charge sheet are held proved against the workman.

Issue No. 2 is answered accordingly.

Issue No. 3.

It has been submitted on behalf of the workman that she has been awarded maximum punishment, her otherwise service record is spotless, hence, the punishment is excessive to the charge. The next submission is that Mrs. Shahsi Nimje, has also been punished with respect to these transactions for the charge of dereliction of duty but only with reduction of increments. The workman is entitled to parity in punishment.

Learned Counsel for management has submitted that the charge proved is an Act of moral turpitude of honesty and integrity are the core value which an employer demands from his employee, no employer can afford to continue an employee whose integrity and honesty is in question, furthermore, this Tribunal is not an Appellate Authority and this is also settled law that dismissal can be awarded with respect to first misconduct depending on the nature of the charge proved. Learned counsel has also submitted that since the workman was primary responsible for the misconduct whereas, Mrs. Shahsi Nimje was responsible for lack of effective supervision, the workman is not entitled to parity in punishment.

Learned Counsel further submits that hence, the punishment awarded is not disproportionate and it need not be disturbed.

The settled proposition of law is that the punishment can be interfered by this Tribunal only when it is so disproportionate to the charge that it shocks the conscience of this Tribunal. Following judgments are being referred to in this respect.

Hon'ble Apex Court in *B.C. Chaturvedi v. Union of India*, (1995) 6 SCC 749 while discussing about the scope of judicial review, in disciplinary matters, has observed as under:

“The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mold the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, imposed appropriate punishment with cogent reasons in support thereof.”

In *DG, RPF vs. Sai Babu* (2003) 4 SCC 331, Hon'ble Apex Court has observed that:

“6..... Normally, the punishment imposed by a disciplinary authority should not be disturbed by the High Court or a tribunal except in appropriate cases that too only after reaching a conclusion that the punishment imposed is grossly or shockingly disproportionate, after examining all the relevant factors including the nature of charges proved against, the past conduct, penalty imposed earlier, the nature of duties assigned having due regard to their sensitiveness, exactness expected of an discipline required to be maintained, and the department/establishment which the delinquent person concerned works.”

In *United Commercial Bank vs. P.C. Kakkar* (2003) 4 SCC 364 Hon'ble Apex Court on review of a long line of cases and the principles of judicial review of administrative action under English law summarized the legal position in the following words:

“11. The common thread running through in all these decisions is that the court should not interfere with the administrators' decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the court, in the sense that it was in defiance of logic or moral standards. In view of what has been stated in Wednesbury case the court would not go into the correctness of the choice made by the administrator open to him and the court should not substitute its decision to that of the administrator. The scope of judicial review is judicial review is limited to the deficiency in decision-making process and not the decision.

12. To put it differently, unless the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the court/tribunal, there is no scope for interference. Further, to shorten litigation it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof.”

In *Union of India vs. S.S. Ahluwalia* (2007) 7 SCC 257 Hon'ble Supreme Court reiterated the legal position as follows:

“8. The scope of judicial review in the matter of imposition of penalty as a result of disciplinary proceedings is very limited. The court can interfere with the punishment only if it finds the same to be shockingly disproportionate to the charges found to be proved.”

In *State of Meghalaya v. Mecken Singh N. Marak* (2008) 7 SCC 580 Hon'ble Supreme Court stated that:

“The punishment imposed by the disciplinary authority or the appellate authority unless shocking to the conscience of the court, cannot be subjected to judicial review.

Hon'ble Apex Court in *Administrator, Union Territory of Dadra and Nagar Haveli vs. Gulbhia M. Lad* (2010) 2 SCC (L&S) 101 has observed that

“The legal position is fairly well settled that while exercising the power of judicial review, the High Court or a Tribunal cannot interfere with the discretion exercised by the disciplinary authority, and/or on appeal the appellate authority with regard to the imposition of punishment unless such discretion suffers from illegality or material procedural irregularity or that would shock the conscience of the court/tribunal. The exercise of discretion in imposition of punishment by the disciplinary authority or appellate authority is dependent on host of factors such as gravity of misconduct, past conduct, the nature of duties assigned to the delinquent, responsibility of the position that the delinquent holds, previous penalty, if any, and the discipline required to be maintained in the department or establishment he works. Ordinarily the court or the tribunal would not substitute its opinion on reappraisal of facts.

This extract is taken from *State Bank of Bikaner & Jaipur v. Nemi Chand Nalwaya*, (2011) 4 SCC 584 : (2011) 1 SCC (L&S) 721 : 2011 SCC OnLine SC 416 at page 587

7. It is now well settled that the courts will not act as an appellate court and reassess the evidence led in the domestic enquiry, nor interfere on the ground that another view is possible on the material on record. If the enquiry has been fairly and properly held and the findings are based on evidence, the question of adequacy of the evidence or the reliable nature of the evidence will not be grounds for interfering with the findings in departmental enquiries. Therefore, courts will not interfere with findings of fact recorded in departmental enquiries, except where such findings are based on no evidence or where they are clearly perverse. The test to find out perversity is to see whether a tribunal acting reasonably could have arrived at such conclusion or finding, on the material on record. The courts will however interfere with the findings in disciplinary matters, if principles of natural justice or statutory regulations have been violated or if the order is found to be arbitrary, capricious, mala fide or based on extraneous considerations. (Vide B.C. Chaturvedi v. Union of India [(1995) 6 SCC 749 : 1996 SCC (L&S) 80 : (1996) 32 ATC 44] , Union of India v. G. Ganayutham [(1997) 7 SCC 463 : 1997 SCC (L&S) 1806] , Bank of India v. Degala Suryanarayana [(1999) 5 SCC 762 : 1999 SCC (L&S) 1036] and High Court of Judicature at Bombay v. Shashikant S. Patil [(2000) 1 SCC 416 : 2000 SCC (L&S) 144] .)

In *Air India Corporation Bombay vs. V.A. Ravellaw* 1972 (25) FLR 319 (SC) it has been observed that:

“Once the employer has lost the confidence in the employee and the bona fide loss of confidence is affirmed, the order of punishment must be considered to be immune from challenge, for the reason that discharging the office of trust and confidence requires absolute integrity, and in a case of loss of confidence, reinstatement cannot be directed.”

In *Knhaiyalal Agarwal and others vs. Factory Manager, Gwalior Sugar Co. Ltd.* AIR 2001 SC 3645 Hon'ble Apex Court laid down the test for loss of confidence to find out as to whether there was bona fide loss of confidence in the employee, observing that:

“Loss of confidence cannot be subjective, based upon the mind of the management. Objective facts which would lead to a definite inference of apprehension in the mind of the management, regarding trust worthiness or reliability of the employee, must be alleged and proved.”

On the basis of above submissions and the settled proposition of law in this respect as mentioned above, the punishment awarded to the workman cannot be held to be shockingly disproportionate to warrant any interference by this Tribunal, hence, holding the punishment not disproportionate to the charged proved.

Issue No. 3 is answered accordingly.

Issue No. 4

In light of discussion and findings recorded, the workman is held entitled to no relief.

Issue No. 4 is answered accordingly.

On the basis of above discussion and findings, the reference deserves to be answered as follows:-

AWARD

Holding the action of the management of Dy. General Manager, Canara Bank, Circle Office, New Delhi in issuing orders of dismissal from service to Smt Jyoti Sahu W/o Tarun Sahu w.e.f. 26.05.06 justified, the workman is held entitled to no relief.”

No order as to cost.

DATE:- 15/09/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 18 नवम्बर, 2025

का.आ. 2010.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (23/2018) प्रकाशित करती है।

[सं. एल-12012/08/2018-आईआर(बी-II)]

सलोनी, उप निदेशक

New Delhi, the 18th November, 2025

S.O. 2010.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 23/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-12012/08/2018- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/23/2018

Present: P.K.Srivastava

H.J.S.(Retd.)

**Shri Hemant Yadav,
S/o Shri Nandkishore Yadav,
R/o Ward No. 7, South Itarsi,
District Hoshangabad, (M.P.),**

Workman

Versues

**The Circle Head,
Punjab National Bank,
Zonal Office, HRD,
Arera Hills.
Bhopal (M.P.)**

Management

(JUDGMENT)

(Passed on this 30th day of September - 2025)

As per letter dated 25.04.2018 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification **No. L-12012/08/2018 (IR(B-II))** dt. 25.04.2018. The dispute under reference relates to:

“Whether the action of the management of Circle Head, Punjab National Bank, Bhopal in terminating the services of workman Shri Hemant Yadav w.e.f. May, 2016, alleged to be working from 30.09.2010 is just & proper? If not, what relief the workman concerned is entitled to?”

Notices were issued to both the parties. They appeared and filed their respective statement of claim and defense.

Case of the Workman is mainly that, he was appointed with the Bank as Business Fascilitator on 30.09.2010. His job was to get opened the Fixed Deposits, Recurring Deposits and recovery of non-performing Accounts, Collection of Cheque, and keep update with the status of loan recoveries. He worked with management till 17.02.2017 when he was disengaged by Management without any notice or compensation which is in violation of Section 25F and 25G. He was shown as a Contract Employee by Management just to deny him his legally admissible benefits under the Act hence any such contract is *sham* and *bogus* in the light of Section 23 of Indian Contract Act, 1872. The workman has thus prayed that holding his disengagement against law, he be reinstated with back-wages and benefits.

The Management has taken a case that, he was appointed on contract basis and after the tenure of contract ended and was not renewed further by the Bank he stood terminated. Hence, his case is not retrenchment under the Act, Management has thus prayed that the reference be answered against the Workman.

In evidence, the Workman filed his appointment letter and appointment contract both admitted by Management as Exhibit W-1 and W-2. He did not filed any affidavit as his examination in chief, nor did he filed any other evidence.

Management has filed Circular No. 08/2023 dated 18.04.2023 (Copy). No other evidence or affidavit has been filed by Management.

At the time of argument none appeared for the Workman hence argument of Learned Counsel Mr. Neeraj Kewat were heard for Management. I have gone through the record as well.

The reference itself is the issue for determination in the case in hand.

The initial burden to prove his case that in fact his job was of permanent and perennial nature and also that the Contract is a sham contract as well the fact that he continuously worked for 240 days in every year or at least the year preceding the date of alleged termination of his services is on the Workman.

Case of the Workman is that, he was employed on contract basis, from 04.01.2011 which was originally for one year but was renewed till 12.05.2016. Thereafter, his contract of service was not renewed.

Section 2 (oo) of the Act requires to be referred here which reads as follows :-

(oo) "retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman; or*
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or*
- (bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or*
- (c) termination of the service of a workman on the ground of continued ill-health;*

Since, the workman was appointed on for a fixed tenure on contract basis his disengagement on nonrenewal of service contract is not a retrenchment as defined under the Act.

In the light of the above discussion and findings, the reference deserves to be answered against the Workman as follows.

AWARD

Holding that the disengagement of the Workman due to non renewal of his work agreement is not retrenchment, the action of Management in terminating his services is held just legal and proper. The Workman is entitled to no relief.

No order as to cost.

DATE:- 30/09/2025

P.K. SRIVASTAVA, Presiding Officer