



* IN THE HIGH COURT OF DELHI AT NEW DELHI

Reserved on: 13th April, 2026.
Pronounced on: 20th April, 2026.
Uploaded on: 20th April, 2026.

+ W.P.(C) 11860/2023, CM APPL. 46295/2023

RAJKIRAN YADAV

.....Petitioner

Through: Mr. Piyush Sharma, Mr. Anuj Umar
Sharma and Mr. Aditya Dikshit,
Advocates.

versus

STATE BANK OF INDIA THROUGH ITS CHIEF GENERAL
MANAGER AND ANR.

.....Respondents

Through: Mr. Rajiv Kapur, SC for SBI with Mr.
Akshit Kapur, AOR with Ms. Riya
Sood, Advocates.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

JUDGMENT

SANJEEV NARULA, J.:

1. The present writ petition challenges the communication dated 9th August, 2023 whereby the Respondent Bank brought the Petitioner's engagement to an end by serving one month's notice under paragraph 522(1) of the Sastri Award. The action proceeds on the basis that, at the time of recruitment, the Petitioner had suppressed a pending criminal case and furnished false information in the candidate bio-data-cum-attestation form. The Petitioner asserts that he had, in fact, attained confirmed status upon expiry of six months from the date of joining and could not be treated as a probationer.



2. The Petitioner is an ex-Army personnel who served for several years, received appreciation and a character certificate, and thereafter enrolled with the District Sainik Board for re-employment. This background is relied upon to indicate that he was not a person of doubtful antecedents. While that circumstance may be noted, it does not, by itself, resolve the issues arising in the present case. The controversy turns on the terms of appointment, the contents of the attestation form filled by the Petitioner, the nature of the omission therein, and the service law consequences that follow.

3. The Petitioner was shortlisted for the post of Bank Guard and was issued an appointment letter dated 27th June, 2022, which assumes central importance in the present case. The letter placed him on probation for six months from the date of joining, with provision for extension if his work was found unsatisfactory. It further stipulated that confirmation would be subject to satisfactory reports regarding his character and antecedents from the police authorities and named references, and that, upon such satisfaction, the appointment “may then be confirmed by the Bank”, failing which it could be terminated without assigning reasons. The letter also provided that if any information, declaration, certificate or testimonial was found to be incorrect or false, or if any material fact had been concealed or suppressed, the appointment would be deemed invalid *ab initio* and the Petitioner would render himself liable to appropriate action. It additionally recorded that the Petitioner would be governed by the applicable Awards and Bipartite Settlements.

4. The Petitioner accepted that appointment. As part of the recruitment process, he filled in the bio-data-cum-attestation form, which required disclosure of, *inter alia*, his antecedents and any involvement in criminal



proceedings. The relevant portion of the Candidate's Bio-data-cum-Attestation Form filled by the Petitioner is extracted below:

**“STATE BANK OF INDIA
CENTRAL RECRUITMENT & PROMOTION DEPARTMENT
CANDIDATE'S BIO-DATA-CUM-ATTESTATION FORM
(Please fill in the form in your own handwriting after reading carefully)**

15.	Particulars of place where you have resided for more than 1 year during the last 5 years:		
From	To	Residential address in full	District Head quarter of the police mentioned in the left column
	Particulars of any prosecution detention/fine conviction sentence against you awarded by any court of law for offence.		
16.	Particulars of cases pending against you in any court of law-making cases for non-payment of any loan from Banks/Financial Institution - <u>No</u> - ”		

5. The Bank's case arises from the Character Verification Certificate dated 20th December, 2022, which was received upon police verification. On that basis, it issued the first communication dated 15th February, 2023 to the Petitioner. The communication, titled “disciplinary proceedings” and bearing the sub-heading “Furnishing false information in candidate bio-data-cum-attestation form at the time of recruitment in Bank”, alleges that the Petitioner had furnished false information in column 16 by answering “No” to the query regarding pending cases, whereas the verification report disclosed the pendency of FIR No. 129/2014 under Sections 323/341/506/34 IPC, Police Station Jaffarpur Kalan, with acquittal recorded only on 8th December, 2022. The Petitioner was called upon to explain.

6. The Petitioner replied to the show cause on 7th March, 2023, stating



that he had not carefully read the bio-data and verification form, and that the case was old, arose from a family dispute, and had ended in acquittal. He requested that the matter be considered in that light.

7. Thereafter, the second communication dated 3rd May, 2023 was issued. That communication, again titled “disciplinary proceedings”, records that an investigation had been conducted and, based on the report of the Investigating Officer, two irregularities had been noticed: first, that the Petitioner had suppressed the fact of the criminal case by leaving column 15 blank; and second, that he had furnished false information by writing “No” in column 16 despite the pendency of the criminal case at the time of joining. He was again called upon to explain.

8. The Petitioner replied again on 8th May, 2023. In that reply, he stated that the FIR was false, that he and his father had both been acquitted, and that the manner in which the form had been filled was due to a mistake and lack of understanding, and not any deliberate suppression. He took the stand that column 15 was left blank and the answer “No”, intended for that column, came to be entered in column 16. He also stated that he had been informed by “operational experts” in the Bank that, under the Sastri and Desai Awards, action was ordinarily taken upon conviction and not merely because a matter was pending in court.

9. Ultimately, the impugned communication dated 9th August, 2023 was issued. It records that, upon a “thorough investigation”, the Bank found that the Petitioner had suppressed material facts and furnished false information in the bio-data-cum-attestation form at the time of recruitment. It notes that a criminal case was pending at the time of joining, that column 15 had been left blank, and that false information had been furnished in column 16 by



answering “No” to the query regarding pending cases. The conduct is treated as a serious breach of recruitment standards and of the requirements of transparency, honesty and integrity, rendering his continuation in service untenable. The communication also relies on paragraph 2 of the appointment letter and invokes paragraph 522(1) of the Sastri Award to serve one month’s notice, thereby terminating the Petitioner’s employment. The termination letter dated 9th August, 2023 reads as follows:

“Ref: AO-II/DPC/P&C/16

Date: 09/09/2023

PRIVATE & CONFIDENTIAL

*Shri Rajkiran Yadav
Watch & Ward (On Probation), PF-1033155
State Bank of India
SCAB Janakpuri (17036)
Administrative Office-II
New Delhi*

Sir,

STAFF: SUBORDINATE

**FURNISHING OF FALSE INFORMATION AND SUPPRESSING OF
MATERIAL FACTS IN CANDIDATE BIO-DATA-cum-ATTESTATION
FORM AT THE TIME OF RECRUITMENT IN BANK**

BRANCH: SCAB JANAKPURI (17036) DELHI

NOTICE FOR TERMINATION OF SERVICE

I am writing to inform you of a decision that has been made regarding your employment with State Bank of India. After a thorough investigation, it has come to our attention that you suppressed the facts and provided false information in Candidate Bio-Data-cum- Attestation Form submitted by you at the time of your recruitment in the bank. This breach of trust and violation of our bank policies has led us to take the difficult decision to terminate your services, with effect from 09.09.2023.

*As you are aware, when you joined our organization on 27.06.2022, you were placed on a **probationary period during which your performance and adherence to our policies were to be evaluated.** Unfortunately, it has been revealed through your Character Verification Certificate dated 20.12.2022, issued by O/o The Deputy Commissioner of Police (Special Branch), New Delhi that a criminal case u/s 323/341/506/34 of IPC was pending in the court at the time of your recruitment in the bank. However, while scrutinizing your Bio Data-cum-Attestation Form submitted by you at the*



time of recruitment, following facts were emerged:

1. *You failed to disclose information about a pending criminal case against you in the court of law, by leaving Column No. 15, blank in bio-data-cum-attestation form A copy of FIR no 129/2014 dated 02/06/2014 proves the existence of a criminal case at the time you joined the Bank, on 27/06/2022 where you were acquitted on 08/12/2022, i.e., after joining the bank.*
2. *You furnished false information at point-16 in bio-data-cum-attestation form, by writing 'No' in your response about the cases pending against you in any court of law including cases of non-payment of any loan from banks/financial institutions. A copy of FIR no 129/2014 dated 02/06/2014 proves the existence of a criminal case at the time joined the Bank on 27/06/2022 where you were acquitted on 08/12/2022, after joining the bank. We consider this a serious violation of our recruitment standards and bank values. At State Bank of India, we prioritize transparency, honesty, and integrity. Our recruitment process relies heavily on the accuracy of the information provided by potential employees, as it directly impacts our ability to make informed decisions. Your failure to provide truthful information raises significant concerns about your credibility and reliability as an employee. Further, as per para 2 of your appointment letter No AO-2/HR/1342/26 dated 27.06.2023, you are liable for appropriate action including departmental action, removal/dismissal from service in the event of any of the information, declaration certificates/ testimonials being found incorrect/ false or you have concealed or suppressed any material facts. We understand that individuals may make mistakes but providing false information/ suppressing the facts during the recruitment process is a breach of trust that we cannot overlook. Our commitment to maintaining a trustworthy and ethical work environment necessitates swift and decisive action in such cases. Regrettably, based on the severity of this breach, we have determined that the continuation of your employment is not feasible. **In terms of para 522 (1) of Sastry Award, you are being served with one month notice and therefore, effective from 09.09.2023 your employment with State Bank of India will be terminated, and you are expected to return any bank's property, including identity card, keys, or any other items issued to you during your tenure, to the Branch Manager.***

We hope that you will use this experience as an opportunity for personal growth and reflection. We urge you to take this time to reassess your actions and consider the impact they can have on your future employment prospects.

We wish you the best in your future endeavours and hope that you will learn from this experience to ensure the integrity of your professional career. If you have any questions or require further clarification, please do not hesitate to contact undersigned

Please acknowledge receipt of this letter on duplicate thereof.



Thank you for your understanding.

Yours faithfully,

(Ravi Shankar Gautam)
Assistant General Manager
AO-2”

Petitioner’s submissions

10. Mr. Piyush Sharma, counsel for the Petitioner, submits that the challenge is not to the Bank’s authority to verify antecedents or to act upon concealment, if made out, but to the manner in which that power has been exercised in the present case. It is contended that by the time the impugned communication dated 9th August, 2023 was issued, the Petitioner had already crossed from probation into confirmed service. Once that stage had been reached, the Bank could not invoke the probationary discharge mechanism under paragraph 522(1) of the Sastri Award, and any action thereafter necessarily had to proceed in accordance with the disciplinary framework.

11. Developing that submission, Mr. Sharma relies on Clause 495 of the Sastri Award and the corresponding staff-manual provision. The scheme of the settlement does not permit probation to remain open-ended: probation ordinarily stands limited to six months; it may be extended by a further three months only upon prior written notice and with the employee’s consent; and in all other cases, if the employee is neither terminated nor validly extended within that period, confirmation follows by operation of the settlement itself. On this basis, it is contended that the Petitioner, having joined on 27th June, 2022 and completed six months on 27th December, 2022 without any order of termination or extension, stood confirmed. In this regard, reliance is also



placed on the Supreme Court judgements in *State of Punjab v. Dharam Singh*¹ and *High Court of M.P. through Registrar & Ors. v. Satya Narayan Jhavar*.²

12. The terms of the appointment letter cannot be read in a manner that defeats this consequence. The appointment itself makes the Petitioner subject to the applicable Awards and Bipartite Settlements, which form the governing service framework. The Bipartite Settlement dated 10th April, 2002 overrides any inconsistent stipulations, and therefore the provisions relating to confirmation under Clause 495 cannot be diluted by clauses in the appointment letter making confirmation contingent upon further satisfaction.

13. Proceeding on that basis, it is submitted that the nature of the allegation assumes significance. The case set up by the Bank is one of furnishing false information and suppression of material fact in the bio-data-cum-attestation form. Such an allegation falls within clause 5(m) of the Bipartite Settlement dated 10th April, 2002, which treats making a false statement in connection with employment as misconduct. Once the Petitioner is treated as a confirmed employee such an allegation could be acted upon only by instituting disciplinary proceedings in accordance with the prescribed procedure, and not by dispensing with his services under a probationary clause. Reliance is also placed on *Avtar Singh v. Union of India & Ors.*,³ particularly paragraph 38.9, to contend that in the case of a confirmed employee, termination on the ground of suppression cannot be effected without a departmental enquiry.

14. Mr. Sharma also relies heavily on the Bank's own conduct in support

¹ AIR 1968 SC 1210.

² (2001) 7 SCC 161.



of this line. The first communication dated 15th February, 2023 is expressly headed “Disciplinary Proceedings”, and calls upon the Petitioner to explain the allegation of furnishing false information in the candidate bio-data-cum-attestation form. The second communication dated 3rd May, 2023 is framed in the same language and refers to an investigation having already been conducted in the matter. It is therefore submitted that the Bank itself initially treated the matter as one involving disciplinary culpability. Having done so, it could not thereafter shift ground and issue a notice of termination under paragraph 522(1) of the Sastri Award as though the case concerned no more than a probationary assessment. According to the Petitioner, the Bank’s own language shows that the case had crossed from the field of probation to the field of misconduct.

15. On facts, it is submitted that there was no deliberate suppression. The consistent case of the Petitioner is that, while filling the bio-data-cum-attestation form, an error occurred inasmuch as column 15 was left blank and the answer “No”, intended for another column, came to be entered in column 16. It is submitted that this was a mistake arising from lack of understanding and not a conscious attempt to conceal any pending criminal case. It is further pointed out that the Petitioner did not initially have a copy of the form and sought the same only after the first show-cause notice, and upon being furnished with it, explained the error. Moreover, the form as furnished by the Bank did not bear the usual stamp, initials or verification remarks, indicating lack of proper scrutiny at the stage of submission, and that the alleged mistake would have been noticed had the form been duly examined.

³ (2016) 8 SCC 471.



16. The criminal case itself arose out of a family dispute and resulted in the Petitioner's acquittal on 8th December, 2022, as reflected in the Character Verification Certificate dated 20th December, 2022. The case was not of such nature as to render the Petitioner unsuitable for service, particularly in light of his prior service in the Indian Army, and that the Bank failed to consider the nature of the allegations, the fact of acquittal, and the surrounding circumstances in a balanced manner.

17. The impugned action is also assailed on the ground of non-application of mind. It is submitted that the communication dated 9th August, 2023 is "postdated" and, in one part, incorrectly records the Petitioner's date of appointment as 27th June, 2023 instead of 27th June, 2022. This is not a mere clerical error but is intended to portray the Petitioner as continuing on probation and thereby avoid the requirement of following the disciplinary procedure applicable to a confirmed employee.

18. On maintainability, it is urged that the writ petition was filed before the termination took effect and that the case involves violation of binding Bipartite Settlements and termination without following the prescribed procedure. It is contended that the remedy under the Industrial Disputes Act is neither efficacious nor adequate in the facts of the present case.

Respondent Bank's submissions

19. For the Respondent Bank, Mr. Rajiv Kapoor raises a preliminary objection to the maintainability of the writ petition. The Petitioner is a workman and has an efficacious alternative remedy under the Industrial Disputes Act, 1947. The Labour Court or Industrial Tribunal, including under Section 11A, is competent to examine the legality of termination and grant appropriate relief. No exceptional circumstance is made out to justify



invocation of writ jurisdiction.

20. On merits, it is submitted that the Petitioner never attained confirmed status and continued to remain on probation. The Petitioner's reliance on Clause 495 of the Sastri Award is misplaced if read in isolation. The appointment letter, which was expressly accepted, makes confirmation conditional upon receipt of satisfactory reports regarding character and antecedents from the police authorities and named referees. Clause (c) so provides. Clause (d) stipulates that even after confirmation, adverse verification could entail termination, while clause (e) permits termination during probation by one month's notice. Paragraph 2 further provides that suppression or false information would render the appointment liable to be treated as invalid *ab initio*. Therefore, where confirmation is made dependent on a further act or employer satisfaction, mere expiry of the probationary period does not result in automatic confirmation. In this regard, reliance is placed on the judgement of the Division Bench of this Court in ***Mitul Goel v. The Food Corporation of India & Ors.***⁴ The present case, falls within this category, as confirmation was expressly subject to satisfactory police verification. The Petitioner, therefore, never became a confirmed employee and cannot invoke the disciplinary regime applicable to such employees.

21. The material fact regarding the Petitioner's antecedents came to light only upon receipt of the Character Verification Certificate dated 20th December, 2022. That report disclosed that a criminal case had been registered against the Petitioner and was pending at the time of recruitment. The Bank had no prior knowledge of this fact and, therefore, the question of



confirmation arising merely upon lapse of time does not arise. The process of confirmation, being dependent on verification, remained incomplete.

22. On the issue of suppression, it is submitted that the record is clear. In the bio-data-cum-attestation form, the Petitioner left column 15 blank and answered “No” in column 16 to the query regarding pending cases, despite the existence of FIR No. 129/2014 at the relevant time. This constitutes furnishing of false information and suppression of a material fact. The post in question is that of a guard, which involves handling of arms, and therefore strict and truthful disclosure of antecedents is essential for assessing suitability.

23. The Bank also relies on the declaration furnished by the Petitioner along with the attestation form, wherein he acknowledged that if any information was found to be false or if any material fact was suppressed, the Bank would have the right to cancel the appointment. The Petitioner cannot dilute the significance of this obligation by attributing it to a mistake; it is submitted that this explanation is an afterthought.

24. The Petitioner’s subsequent acquittal does not alter the position. The relevant consideration is whether, at the time of recruitment, the Petitioner truthfully disclosed the pendency of the criminal case. Acquittal does not efface suppression, nor does it confer any right to continue in service where material information was withheld. Reliance is placed on *Satish Chandra Yadav v. Union of India & Ors.*⁵, which squarely applies to the facts of the present case.

25. The Bank further submits that *Satish Chandra Yadav*, while noticing

⁴ 2020: DHC: 873-DB.

⁵ (2023) 7 SCC 536.



the principles in *Avtar Singh*, also makes it clear that the employer must consider all relevant circumstances. However, once suppression of a pending criminal case by a probationer is established, the employer is entitled to take a decision on suitability and continuity in service. Therefore, the Petitioner cannot derive assistance from paragraph 38.9 of *Avtar Singh* because that paragraph operates only when the employee is already confirmed in service, which, according to the Bank, was never the case here.

26. In response to the Petitioner's reliance on clause 5(m) of the Bipartite Settlement and the use of the expression "disciplinary proceedings" in the show-cause communications, it is submitted that such preliminary notices do not determine the character of the final action. Even during probation, the employer is entitled to seek an explanation and examine the facts before taking a decision on continuation. The final action was one under paragraph 522(1) of the Sastri Award, i.e. termination of a probationer by one month's notice. The Petitioner cannot, therefore, convert a probationary discharge into a punitive dismissal merely on account of the language used in the earlier communications.

Discussion and reasons

27. The Respondent Bank has objected to the maintainability of the present petition on the ground that the Petitioner, being a workman, has an efficacious alternative remedy under the Industrial Disputes Act, 1947, and that disputes relating to discharge from service ought ordinarily to be pursued before the industrial forum. There is substance in the submission that, in matters of this nature, the writ court would ordinarily exercise restraint, particularly where disputed questions of fact arise. At the same time, the existence of an alternative remedy is not an absolute bar to the



exercise of jurisdiction under Article 226. In the present case, the petition has remained pending for several years, the pleadings are complete, and the material documents relied upon by both sides are already on record. The petition was also instituted at a stage when the impugned action had not fully taken effect. In these circumstances, relegating the Petitioner to an alternate forum at this stage would serve little purpose. This Court, therefore, proceeds to examine the matter on merits.

28. The first, and plainly the central, issue is whether the Petitioner had, in fact, acquired confirmed status on expiry of six months from the date of joining. The Petitioner on this aspect places reliance on Clause 495 of the Sastri Award, which reads as follows:

*“495. As regards the period of probation Mr. Chari suggested two modifications of the directions given in the Sen Award- (1) the period of probation should be only for three months which may be extended to 6 months in extreme cases, and (2) the probationers should be given the same salary as permanent employees. In respect of the first, he stated that certain banks such as the Central Bank of India Ltd. Bank of India Ltd. and Bank of Baroda Ltd. generally require probation for 3 months. but in the case of the Imperial Bank of India and the Punjab National Bank Ltd. they require probation for 6 months. This demand was opposed by the banks on the ground that ordinarily a period of 3 months suggested by the workmen was not sufficient to enable the bank management to decide whether or not the probationer should be confirmed. **The Sen Award fixed the period of probation at 6 months, which in certain cases would be extended by 3 months. We respectfully agree with the said direction and direct that ordinarily the period of probation should not exceed 6 months. However, in case of persons whose work is not found to be quite satisfactory during the said period but who are likely to improve and give satisfaction if a further opportunity is given to them, the period may be extended by three months provided due notice in writing is given to them and their consent in writing is obtained before the extension of their period of probation. In all other cases probationers after the expiry of the period’ of six months should be deemed to have been confirmed, unless their services are dispensed with on***



or before the expiry of the period of probation. We further direct that on a candidate's appointment as a temporary employee a probationer or a permanent member of the staff, the bank shall give him a written order specifying the kind of appointment and the pay and allowances to which he would be entitled and that such a written order shall be given on the appointment of a part-time employee also."

29. This clause permits extension of probation by three months, subject to prior written notice and consent. It further provides that, in the absence of such extension, a probationer would be deemed confirmed on expiry of six months unless his services are dispensed with before that date. The Petitioner also relies on the staff-manual to the same effect, and his case is that no order extending probation was issued before expiry of the initial period. That forms the basis of his claim of deemed confirmation.

30. If the matter were to be tested only on that footing, the submission would carry a measure of force. The Constitution Bench in ***Dharam Singh*** recognised that where the governing service framework fixes an outer limit beyond which probation cannot be extended, and the employee is allowed to continue beyond that limit without being discharged, an inference of confirmation may arise. That principle has not been diluted in cases where the rule structure itself supports such a consequence. The Petitioner invokes ***Dharam Singh*** precisely on that basis. However, Clause 495 cannot be applied in isolation. The terms of appointment also assume significance, and the question is whether, when read together, they permit an inference of automatic confirmation. For ease of reference, the appointment offer dated 27th June 2022 is reproduced below entirely:



“AO-2/HR/134/26

27.06.2022

(APPOINTMENT LETTER)

SHRI RAJ KIRAN YADAV
VILL. KHERA DABAR MAIN BUS STAND
NAJAFGARH, DELHI 110073

Dear Sir,

**STAFF: SUBORDINATE RECRUITMENT OF BANK GUARDS IN
STATE BANK OF INDIA**

In continuation of offer of appointment Letter No.AO-2/HR/1003/26/29 dated 07.05.2022 issued by the Assistant General Manager, State Bank of India, Administrative Office – 2, E- Floor MNB Building, 11, Sansad Marg, New Delhi – 110001, we are pleased to inform you that you have been appointed as Bank Guard in the Subordinate Cadre in the Bank in the pay scale of Rs. 14500-565-16915-655-7404-22535-8703-25145-10003-28145, as permissible under Bank's rule, on the following terms and conditions:

- (a) You will be required to perform all the duties and responsibilities as prescribed by the Bank for Watch & Ward staff/Bank Guards/Armed Guards from time to time.*
- (b) You will be on probation for a period of six months with effect from the effective date of joining.*
- (c) The Bank will be entitled to extend the said period of probation, if your work is not found to be satisfactory during the said period. Your confirmation will be subject to receipt of satisfactory report about your character and antecedents from the police authorities and from the references named by you.*
- (d) Even after your confirmation in the Bank, if any adverse report is received from the Police Authority and/or from the references named by you about your character and antecedents, your service in the Bank will be liable to be terminated.*
- (e) The Bank will be entitled to terminate your service during period of your probation by giving one month's notice or on payment of a month's pay and allowances in lieu of notice. If you desire to leave the service of the Bank during probation period, you will have to give 14 days' notice in writing or pay an amount equivalent to 14 days' pay and allowances or if you fail to pay the amount as stated above, the Bank reserves the right to recover the amount from your salary & allowances or any other amount payable to you.*
- (f) On confirmation you will be entitled to draw salary and allowances as applicable to Bank Guard pursuant to the provisions of the*



Desai Award as amended from time to time as per the Bipartite Settlements and/or as prescribed by the Bank.

(g) You will be entitled to the usual leave on pro-rata basis as per the provisions of the Desai Award as amended from time to time. Please note that absence from duty in excess thereof during the period of probation will result in probation being correspondingly extended by the period of such absence automatically.

(h) In the event of change in your religion, it will be necessary for you to inform the Bank as soon as the same takes place, for record.

(i) The appointment is subject to the final outcome of any Writ Petition/other cases pending in the High Court/other Court in this regard.

(j) Should you be considered by the Bank at the end of the probation period as suitable for the position and you have to be satisfactory of the Bank, complied with all the terms and conditions stipulated in this letter and if the reports of the concerned Referees/Police/District Authorities regarding your character and antecedents are found satisfactory, your appointment may then be confirmed by the Bank, otherwise it will be terminated without assigning any reasons whatsoever. On confirmation you will be entitled to draw salary and allowances as applicable to you and subject to the provisions of various Awards as amended by Bipartite Agreements between the Bank and the Employees' Union/Federation from time to time.

(k) You will also be entitled to the usual benefits such as Gratuity as per Payment of Gratuity Act, Contributory Provident Fund, Leave Fare Concession, Encashment of leave, Medical Facility etc. as permissible under the Bank's rules from time to time.

(l) You will be entitled to the benefits under Defined Contribution Pension Scheme.

(m) You shall give an undertaking to the Bank that you will be prepared to serve anywhere in India as required by Office of the Bank at any time, should the exigency of service so require and/or wherever required by the Bank.

(n) You shall be bound by the provisions of the various Awards as well as the Bipartite Agreements entered into by the Bank and the Employees' Union/Federation as also any modification thereto from time to time.

(o) The Bank reserves the right to change your designation at any time and may require you to perform any other/additional duties as may be covered by various settlements between the Bank and the employees' Union/Federation or otherwise.

(p) You will have to sign a declaration of fidelity and secrecy and all other letters of undertaking etc. as prescribed by the Bank.

(q) If you have served elsewhere, please arrange to furnish us a discharge/clearance certificate from the previous employer before joining service of the Bank.

2. Please note that in the event of any of the information, declaration



certificates/testimonials being found incorrect/false or you have concealed or suppressed any material facts this appointment shall be deemed invalid ab initio and you will render yourself liable for appropriate action.

3. You are hereby required to report at State Bank of India, SCAB West, A-1/281, 282, Pankha Road, Janakpuri, New Delhi – 110058 on 30.06.2022. Please carry a copy of this appointment letter and your identity proof while reporting.

4. Please acknowledge receipt of this letter and return to us the enclosed duplicate of this letter duly signed by you in token of your having accepted the appointment as a Bank Guard in subordinate cadre on the terms and conditions stated above.

Yours faithfully,

Sd/-

Assistant General Manager”

31. The appointment letter cannot be read as a bare formality or as a document confined to fixing the date of joining and the initial period of probation. It is, in substance, the instrument on which the Petitioner entered service, and its terms were expressly accepted by him. Those terms matter. Clause (b) placed him on probation for six months. Clause (c) did not stop there. It reserved to the Bank the right to extend probation if his work was not found satisfactory and, more significantly, made his confirmation expressly subject to receipt of satisfactory reports regarding his character and antecedents from the police authorities and the referees named by him. Clause (j) carried that position further. It stated, in clear terms, that if, at the end of probation, the Petitioner was found suitable for the position, had complied with the stipulated conditions, and the reports of the referees, police and district authorities regarding his character and antecedents were found satisfactory, his appointment “may then be confirmed by the Bank”; otherwise, it would be terminated. Paragraph 2 of the same letter again underscored the importance of truthful disclosure by stating that if any



information, declaration, certificate or testimonial was found incorrect or false, or if any material fact had been concealed or suppressed, the appointment would be deemed invalid “*ab initio*” and the employee would render himself liable to appropriate action. These are not incidental stipulations. They go to the heart of the conditions on which the Petitioner was taken into service. They show, in plain terms, that confirmation was not intended to follow merely by efflux of time. It remained contingent upon satisfactory antecedent verification and a further decision of the Bank.

32. Moreover, the question of deemed confirmation cannot be answered divorced from the factual context. It always turns on the language of the governing service framework. That is the consistent thread running through the authorities. In *Satya Narayan Jhavar*, the Supreme Court revisited the earlier case law and explained that three broad situations may arise. The first is where the relevant rule, or even the order of appointment, prescribes a period of probation and also confers power to extend it, but without fixing any outer limit. In such a case, mere continuance beyond the initial period does not, by itself, bring about confirmation. The second is where the governing framework not only prescribes probation and extension, but also fixes a maximum limit beyond which probation cannot continue. In such a situation, if the employee is allowed to continue beyond that outer limit without termination, a case for confirmation by implication may arise. The third is where, even though the framework may indicate a probationary period, confirmation is still made dependent on some further act of the employer, or on the satisfaction of further conditions. In such a case, expiry of time alone does not confer confirmed status. Thus, *Satya Narayan Jhavar* makes it clear that no universal formula can be applied; the answer



must be found in the actual rule structure governing the employee.

33. In that light, and as noted above, the terms of the appointment letter make it clear that confirmation was expressly made contingent upon satisfactory verification of character and antecedents and a further decision of the Bank. Read with the principles set out in *Satya Narayan Jhavar*, this places the present case in the category where confirmation depends upon the fulfilment of additional conditions and is not an automatic consequence of mere passage of time. Clause 495, therefore, cannot be applied to infer deemed confirmation.

34. This conclusion is reinforced by the decision in *Mitul Goel*, relied upon by the Respondents, where the Court held that where the terms of appointment contemplate a further act of confirmation, mere continuation beyond the initial period of probation does not, by itself, confer confirmed status. In that judgment, reference was made to an earlier Division Bench decision of this Court in *V.K. Mittal v. Registrar General, Delhi High Court*,⁶ where, after reviewing the line of authorities, it was held that where the service framework provides for probation with the possibility of extension and does not envisage automatic confirmation, continuance beyond the initial period does not result in deemed confirmation. *V.K. Mittal* also makes reference to *Wasim Beg v. State of U.P.*,⁷ *Karnataka SRTC v. S. Manjunath*⁸ and *Satya Narayan Jhavar*, where it was explained that the question of confirmation depends on the structure of the governing rules and the terms of the appointment letter to ascertain whether confirmation is made contingent upon a further act or satisfaction of the employer. While

⁶ (2017) 3 SLR 418.

⁷ (1998) 3 SCC 321.



these decisions arise in different factual settings, the principle they lay down is directly applicable to the present case.

35. The Petitioner seeks to answer the appointment-letter clauses by relying on clause (n), which states that he shall be bound by the various Awards and Bipartite Agreements, and by submitting that those settlements, being binding under Section 18 of the Industrial Disputes Act, 1947, must prevail over any contrary stipulation in the appointment letter. The submission cannot be dismissed out of hand. Section 18 does give binding force to settlements between employer and workmen, and the Court cannot treat the Sastri Award or the later Bipartite framework as if they were merely advisory or optional. The appointment letter itself also does not attempt to stand outside that regime. Clauses (f), (g), (j) and, most clearly, clause (n), show that the appointment was intended to operate within the structure of the Awards and Bipartite Agreements.

36. However, the binding force of the settlement is not, by itself, the end of the matter. It does not imply that the Court must ignore the terms of the appointment letter. The real question remains one of construction: what does the settlement actually regulate, and is there, in truth, an irreconcilable conflict between the “settlement” and the appointment letter? Clause 495 certainly structures probation and contemplates deemed confirmation where no timely action is taken. But it does not, at least in the material placed before the Court, expressly say that any appointment term making confirmation dependent on satisfactory antecedent verification shall be void or inoperative. Nor has any general clause in the Sastri Award been shown to this Court which, in the field of probation and confirmation, declares that

⁸ (2000) 5 SCC 250.



in every case of inconsistency the Award must prevail over all appointment conditions.

37. In the present case, this Court is not persuaded that the two sets of provisions are incapable of coexistence. Clause 495 deals with the ordinary structure of probation and the consequences of inaction. The appointment letter, however, addresses something more specific. It does not merely say that probation lasts six months. It says that confirmation will be subject to satisfactory reports regarding character and antecedents from the police and referees; it says that if, at the end of probation, the Petitioner is found suitable and those reports are satisfactory, the appointment “may then be confirmed by the Bank”. It further provides that concealment or false information renders the appointment vulnerable from the outset. These are not incidental or collateral clauses. They go directly to the event of confirmation itself. They show that, in the case of this very appointment, antecedent verification was treated as an express condition for the ripening of the appointment into confirmed service.

38. In that light, the more appropriate construction is that the appointment letter and the Award framework must be read together. So read, Clause 495 continues to govern the general structure of probation, but the appointment letter makes clear that confirmation in the present case was not intended to follow by mere efflux of time. It remained conditional upon satisfactory antecedent verification and a further decision of the Bank. This reading gives effect to both sets of provisions and recognises that the Petitioner entered service on those terms, which are not rendered invalid to be disregarded.

39. This is why the Petitioner’s reliance on the absence of a written



extension order, though not irrelevant, does not advance the case of the Petitioner. That circumstance would have carried weight if confirmation were dependent solely on the expiry of time, or if Clause 495 were the only provision governing the field. It is not. Once the appointment letter is read as part of the governing framework, and it expressly makes confirmation contingent upon satisfactory antecedent verification, the absence of a formal extension order before the expiry of six months does not, by itself, confer a right to confirmation. To hold otherwise would be to disregard the specific confirmation clauses in the appointment letter, which cannot be done.

40. The Court is therefore unable to accept the Petitioner's contention that he stood confirmed on 27th December, 2022 merely because no formal extension order had been served by then. The first and principal plank of the petition must fail.

41. Once that conclusion is reached, the Petitioner's reliance on paragraph 38.9 of *Avtar Singh* loses much of its force. Paragraph 38.9 says that in case the employee is confirmed in service, holding departmental enquiry would be necessary before passing an order of termination, removal or dismissal on the ground of suppression or false information in the verification form. That proposition is undoubtedly well recognised. But it operates only if the employee had already crossed into confirmed service. This Court has held that the Petitioner had not.

42. That brings the matter to the second major issue: whether the Petitioner did, in fact, suppress or falsely state a material fact in the attestation process.

43. On this issue, the Petitioner does not say that he truthfully disclosed the pending case elsewhere in the form. Nor does he say that he corrected



the omission before the Bank discovered it. His case, throughout, is that he left one column blank and answered another by mistake. That explanation may be relevant when assessing degree of blame, but it does not change the basic position that the pending criminal case was not disclosed where it was required to be disclosed. The Bank learnt of the matter not from the Petitioner, but through the Character Verification Certificate.

44. Nor is this a case where the Bank sought to act on some vague or wholly unspecified query in the form. The Petitioner himself says the problem arose because the answer meant for one column travelled into another. That is not the same thing as saying the form failed to ask the question at all. His defence is one of mistake in response, not absence of an obligation to respond.

45. The decisions relied upon by the Respondents on suppression therefore assume importance. In *Satish Chandra Yadav*, while dealing with a probationer in a disciplined force, the Supreme Court held that where a candidate answered “No” to the existence of a pending criminal case in the verification form, the employer was justified in dispensing with his services on the ground of suppression of material information. The Court further clarified that subsequent acquittal does not dilute the significance of such suppression at the stage of recruitment, as the requirement of truthful disclosure bears directly on suitability for service.

46. The Petitioner submits that *Satish Chandra Yadav*, and decisions of that class, arose in the setting of police or paramilitary service, where the standards of antecedent scrutiny are naturally more exacting, and should not therefore be applied to bank employment without caution. This Court would indeed be slow to transplant, without qualification, the service standards



applicable to a constable or a member of a disciplined force into ordinary bank service. That said, the Respondent Bank does not need to press the comparison to its full extent. The narrower proposition is sufficient. Truthful disclosure regarding a pending criminal case is part of antecedent verification in bank employment as well, and an employer is entitled to attach weight to non-disclosure when considering whether a probationary engagement should be allowed to mature into confirmation or be brought to an end.

47. The Petitioner also places reliance on three circumstances: first, that he stood acquitted on 8th December, 2022; second, that the criminal case arose out of a family dispute and was, according to him, not of a grave character; and third, that his prior service in the Army reflects favourably on his overall antecedents. *Avtar Singh* itself recognises that, while taking a decision founded on false information or suppression, the employer may take notice of the special circumstances of the case, if any. The difficulty for the Petitioner, however, is that acknowledgement of those circumstances does not conclude the matter in his favour. They are considerations to be weighed; they do not, by themselves, negate the effect of non-disclosure at the stage of recruitment.

48. The existence of mitigating circumstances does not, by itself, oblige the employer to continue the engagement. The question is whether, despite those circumstances, the decision of the Bank can be said to suffer from arbitrariness, non-application of mind, or some other legal infirmity warranting interference. This Court is unable to so hold. The Bank was not confronted with a concluded criminal case that had been candidly disclosed at the threshold and then weighed against the Petitioner's overall suitability.



It was confronted with a criminal case which was pending at the time of recruitment and which, according to the Bank, had not been properly disclosed in the attestation form, but came to its notice only through police verification. The subsequent acquittal was undoubtedly a relevant circumstance. It did not, however, efface the earlier failure of disclosure. The Bank was, therefore, entitled to consider what that failure revealed about the Petitioner's candour and trustworthiness in the recruitment process.

49. The Petitioner's next submission is that once the Bank itself styled the communications dated 15th February, 2023 and 3rd May, 2023 as "disciplinary proceedings", it could not ultimately fall back on a probationary discharge. This submission merits careful consideration, as the language used in those communications is less than precise. Both are expressly headed "disciplinary proceedings", and the second refers to an "investigation" having been conducted.

50. Even so, the Court is not persuaded that the final action thereby lost its legal character as a termination of a probationary engagement. A probationer's case may well involve inquiry into facts before the employer decides whether he should be continued. The use of loose disciplinary language in the preliminary communications, by itself, does not necessarily transform the final action into a major penalty imposed after a concluded domestic enquiry. Here, the appointment letter kept confirmation contingent upon satisfactory antecedent verification. The short affidavit filed by the Bank consistently maintains that the Petitioner never crossed probation. The final order invokes paragraph 522(1) of the Sastri Award and terminates the engagement by notice. On a reading of the matter as a whole, the Court is



satisfied that the Bank was ultimately acting on the footing that the Petitioner's antecedent non-disclosure disentitled him to continue under a probationary appointment whose confirmation had not matured.

51. It is true that clause 5(m) of the Bipartite Settlement dated 10th April, 2002 treats making a false statement in a document pertaining to employment as misconduct. However, this argument would become hold ground only if the Petitioner had already crossed into confirmed service. Once it is held that he had not, the mere fact that the conduct complained of could also answer a misconduct description does not by itself prevent the employer from acting within the probationary field if the contract and governing service structure otherwise permit it.

52. The Petitioner has also assailed the impugned communication as *mala fide* and "postdated", relying on what is stated to be a discrepancy in the date of appointment and the effective date of termination. This contention does not withstand scrutiny. The Petitioner has relied upon a typed copy of the termination communication in which such discrepancies appear. However, the original communication, produced during the proceedings and bearing the Petitioner's signature, shows that the letter is correctly dated 9th August, 2023 and stipulates that the termination would take effect from 9th September, 2023. The date of appointment is also correctly recorded as 27th June, 2022. The premise on which the allegation of *mala fides* is founded is thus factually incorrect. No case of postdating or misrepresentation is made out, and the challenge on that ground must fail.



53. For all of these reasons, this Court is unable to find legal infirmity in the impugned action. The writ petition is accordingly dismissed, along with pending application(s), if any.

SANJEEV NARULA, J

APRIL 20, 2026

nk