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Editorial

THE BALL STARTS ROLLING!

The process for the next bipartite wage settlement has officially begun, initiated by the Department of Financial Services, which has called for preparatory work. Although negotiations have not yet commenced, the stage is set for one of the most important collective bargaining exercises in the banking industry.

The All India Bank Officers' Confederation has taken this matter seriously by forming a dedicated Sub-Committee to develop a comprehensive Charter of Demands. The Executive Committee of AIBOC has also decided to include the retirees' issues in the charter of demand and accordingly the Chairman of the Sub-Committee has communicated the largest retirees' association inviting them to place their issues, which is a unique initiative, officially for the first time. This is not just a routine organizational activity; it is an opportunity to assess the evolving realities of banking, gather feedback from affiliates nationwide, and present a well-researched, forward-looking agenda that truly reflects the aspirations of bank officers including retirees.

The banking landscape has changed significantly since the last settlement. Public Sector Banks have shown strong financial performance, digital banking has expanded rapidly, regulatory expectations have increased, and officers now bear greater responsibilities than ever before even carrying out the job of investigation of money mule accounts. These developments strengthen the case for meaningful improvements in wages, service conditions, and career prospects.

The upcoming Charter of Demands should go beyond mere monetary issues. It must comprehensively address reasonable working hours, adequate staffing, career progression, pension and social security, medical benefits, protection against arbitrary accountability, and policies that promote

A JUG FILLS DROP BY DROP

work-life balance. These are not just welfare measures; they are essential for maintaining a motivated and efficient workforce.

The rapid adoption of technology and artificial intelligence presents both opportunities and challenges. While innovation is crucial for the future of banking, it must not compromise employment security, professional autonomy, or humane working conditions. The next settlement must recognize these emerging realities and establish an appropriate framework for the future.

The success of any settlement relies not only on the negotiating skills of representatives but also on the strength, preparedness, and unity of the organization they represent. Every affiliate and member plays a valuable role in contributing ideas, identifying emerging issues, and strengthening AIBOC's negotiating position. A collaborative approach will make our Charter of Demands stronger and more representative.

The days ahead will require careful preparation, informed debate, and organizational cohesion. Expectations are naturally high, as are the challenges. AIBOC's rich legacy of principled collective bargaining instills confidence that the Confederation will undertake this responsibility with clarity of purpose, professional competence, and unwavering commitment to the interests of bank officers.

The ball has started rolling, and while the path ahead may be long, every successful settlement begins with thoughtful preparation and collective resolve. Let us approach this journey with unity, confidence, and determination, ensuring that the next settlement marks another milestone in strengthening the dignity, rights, and future of bank officers across the country.

#SavePSBs
#BankingInThePublicSector
#YesToAdequateRecruitment
#MarchOnComrades,
#NationAgainstPrivatisation
#BankBachaoDeshBachao

CIRCULAR

Circular No. 2026/39 Date: 14.07.2026

Dear Comrades,

AIBOC, AIBEA AND NCBE WRITES TO DFS ON INSTRUCTION TO HOLD IR MEETINGS AT BANKS WITH RECOGNISED UNIONS

The Department of Financial Services (DFS), Ministry of Finance, vide its letter dated 10.07.2026, instructed all Public Sector Banks including State Bank of India to hold IR meetings with all recognised unions/ associations in the banks. Three major unions/ associations viz. AIBEA, AIBOC and NCBE has sent a communication today to the Secretary, DFS protesting their illogical and autocratic instruction, copy of which has also been given to IBA, the Chairman of SBI and MD & CEOs of all Public Sector Banks.

The full text is reproduced below for the information of members.

With revolutionary greetings,

Comradely yours,
Sd/-
Rupam Roy
General Secretary

IN THE SKY THERE IS NO DISTINCTION OF EAST AND WEST

<u>Text of Letter dated 14.07.2026</u>
To
Secretary,
Dept. of Financial Services, Ministry of Finance,
Govt. of India New Delhi.

Dear Sir,
Reg: Industrial Relations meetings with the Recognised Unions

This has reference to the communication No. eF.No.6/8/2014-IR dated 10th July, 2026 issued by your office to all the Public Sector Banks.

Under this communication, all the Public Sector Banks have been advised to hold periodical structured IR meetings with all the **Recognised Unions** in the Banks on a quarterly basis.

Public Sector Banks have long-standing bank-specific arrangements for recognition, membership/support verification and structured dialogue. These arrangements now operate subject to the Industrial Relations Code, 2020 and applicable rules. For Trade Unions, Section 14 identifies either a Sole Negotiating Union or, where no union has 51% verified support, a Negotiating Council.

Registration of a Trade Union does not by itself confer negotiating status. Trade Unions registered under the former Trade Unions Act are deemed registered under Section 9(4) of the Industrial Relations Code, 2020, while their status as Sole Negotiating Union or constituent of a Negotiating Council is governed by Section 14 of the Code. Bank-specific recognition at different levels or for different categories may also exist under the applicable arrangements.

In this background, we request clarification that the expression "recognised unions/associations" refers to bodies validly recognised under the applicable statutory or bank-specific framework, at the relevant level and for the relevant subject, and that the DFS communication does not by itself confer recognition or negotiating status or right to hold discussions to any and every trade union in a Bank.

Existing arrangements distinguish collective or policy matters at the central/head-office level from individual grievances and local matters at circle, zonal, regional, module or other designated levels. Section 4 of the Industrial Relations Code provides a statutory grievance redressal mechanism and permits an aggrieved worker to pursue conciliation through the Trade Union of which the worker is a member.

These arrangements have evolved through long-standing bipartite negotiations, settlements, recognition agreements, verification exercises and established practice. They should continue insofar as they are consistent with the Industrial Relations Code, 2020 and the applicable rules.

Further, Government has already enacted the new Labour Codes and under the Industrial Relations Code, there are clear provisions under Section 14 which provides for Sole Negotiating Union and Negotiating Council.

The Industrial Relations Code, 2020 has been brought into force with effect from 21 November 2025. Section 14 provides for recognition of the Sole Negotiating Union, subject to prescribed criteria; a Sole Negotiating Union where one Trade Union has 51% or more verified support; or, where no union reaches 51%, a Negotiating Council comprising qualifying Trade Unions with at least 20% verified support. The matters for negotiation, verification procedure and facilities are

THERE HAS TO BE EVIL SO THAT GOOD CAN PROVE ITS PURITY ABOVE IT governed by the applicable rules.

The statutory and voluntary frameworks distinguish collective bargaining from individual grievance representation. Section 4(8) permits an aggrieved worker to proceed to conciliation through the Trade Union of which the worker is a member, while Section 14 identifies the Sole Negotiating Union or Negotiating Council on prescribed collective matters.

Hence the communication of DFS under reference on holding IR meetings with all Unions other than Recognised Majority Union/Sole Negotiating Union/ Negotiating Council is violative of the IR Code.

You are aware that All India Bank Employees Association, All India Bank Officers Confederation and National Confederation of Bank Employees are the three major Apex level Trade Unions in the Banking sector and together our three organisations represent more than 80% of total number of employees and officers in the public sector Banks.

Under the Code of Recognition and by bilateral agreements, our affiliated Unions are also the Recognised Majority Union in the various Banks.

Under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, there are provisions to declare the Majority Union in every Bank and there is no provision for any other recognised unions in any Bank under this Act.

Hence the DFS communication under reference has created avoidable apprehensions and may lead to serious industrial disputes and conflicts.

In view of this, we request you to re-visit the decision and instruction under reference and issue revised instructions.

Thanking you,

Yours sincerely,

Sd/-	**Sd/-**	**Sd/-**
C H Venkatachalam	**Rupam Roy**	**L Chandrasekhar**
General Secretary	**General Secretary**	**General Secretary**
AIBEA	**AIBOC**	**NCBE**

SPEED-SAFETY TIGHTROPE: BANKS BACK RBI FRAUD CURBS BUT SEEK DIGITAL PAYMENT FLEXIBILITY

Lenders support cooling-off periods and safeguards for seniors but warn against disruption to real-time transactions and higher system costs

Published on 29.06.26, in The Telegraph

India's banking industry is backing the Reserve Bank of India's (RBI) efforts to strengthen safeguards against digital payment fraud, but lenders say the proposed measures must strike a balance between customer protection and the fast-growing real-time payments ecosystem.

Bankers believe the central bank's proposals—including a mandatory cooling-off period for certain high-value digital transfers and additional authentication for senior citizens—could reduce instances of authorised push payment (APP) fraud, where customers are manipulated into voluntarily transferring money to fraudsters. However, they caution that a blanket implementation could inconvenience genuine users and require costly changes to banking infrastructure.

In a discussion paper released in April, the RBI proposed that once an individual customer—including sole proprietors and partnership firms—initiates an authorised push payment exceeding ₹10,000, banks could introduce a one-hour lag before the transaction is settled. To simplify

OVERCOME ANGER BY LOVE, EVIL BY GOOD

implementation, the central bank suggested that the delay be introduced only at the payer's end.

"The list of transactions where there will be a lag has to be carefully designed. It cannot be universal," a senior executive at a private sector bank told **The Telegraph.**

"A customer purchasing a mobile phone worth more than ₹10,000 would certainly not want to wait for an hour for the payment to go through. However, in situations where a customer is being manipulated into transferring money to a fraudster, such a cooling-off period could prove extremely effective."

Amid ongoing discussions, industry sources said that banks would have to make extensive changes to their payment systems to operationalise the proposal, including creating transaction queues, enabling cancellation mechanisms during the cooling-off window and modifying settlement processes.

"These are significant systemic changes that come with considerable costs," the executive said.

The concerns come at a time when banks are already grappling with the economics of digital payments. Under the zero-Merchant Discount Rate (MDR) regime for Unified Payments Interface (UPI) transactions, banks are prohibited from charging merchants for processing payments. The Payments Council of India has previously estimated that maintaining and expanding the UPI ecosystem requires annual investments of nearly ₹10,000 crore, much of which is currently borne by banks and payment service providers.

The RBI has also proposed an additional layer of protection for vulnerable customers in the discussion paper. For senior citizens aged above 70 years and persons with disabilities, the central bank has suggested introducing a "trusted person" mechanism for high-value digital transactions, such as those exceeding ₹50,000. Under the proposal, a pre-designated trusted individual would be required to provide additional authentication before such payments are completed. Any change to the trusted person would be subject to a mandatory 24-hour cooling-off period to prevent fraudulent modifications.

While bankers welcomed the objective, they pointed to practical difficulties.

"There are operational challenges in implementing additional authentication through a trusted person," another banker said. "Suppose a senior citizen is making a payment at a diagnostic centre or hospital and has nominated their son or daughter as the trusted person. If that individual is unavailable at that moment, the transaction could be delayed despite being genuine."

Industry executives said such situations could become common unless adequate flexibility is built into the framework.

The RBI's proposals draw upon global practices adopted in jurisdictions such as the UK, Singapore, Sweden, the US and Ireland, where regulators have introduced measures to counter APP frauds. However, bankers argue that India's digital payments ecosystem is unique because of the scale and instant nature of transactions, making it necessary to tailor safeguards to domestic conditions.

The central bank has invited stakeholder comments on the discussion paper, following which it is expected to finalise the framework. Bankers remain optimistic that the RBI will incorporate industry feedback to ensure that stronger fraud protection does not come at the cost of customer convenience.

THREE THINGS CANNOT BE LONG HIDDEN: THE SUN, THE MOON AND THE TRUTH

FORMER DIRECTOR NOT LIABLE U/S 138 NI ACT FOR CHEQUE ISSUED IN NAME OF DISSOLVED COMPANY; SUCH INSTRUMENT IS VOID AB INITIO: KARNATAKA HIGH COURT

The Court held that a cheque allegedly issued by a company after its dissolution would not become a legally enforceable instrument, while distinguishing cases where the cheque is issued before the company later faces liquidation, winding up or another legal impediment. By Muhib Makhdoomi in VERDICTUM.IN

The Karnataka High Court has held that a former Director cannot be held liable under Section 138 of the Negotiable Instruments Act, 1881, for a cheque allegedly issued in the name of a company after its dissolution, since such an instrument would be void ab initio and not legally enforceable.

The Court was hearing a petition seeking the quashing of cheque dishonour proceedings initiated based on a cheque allegedly issued by a company which, according to the petitioner, had already been struck off and declared dissolved before the instrument was issued.

A Bench of Justice M. Nagaprasanna observed that "a cheque allegedly issued in the name of the company, after dissolution of the company, would not become a legally enforceable instrument, it would be void ab initio."

Therefore, the Bench further added, "the cheque itself is allegedly issued in the name of the Company after dissolution of the Company and the petitioner, a former Director of the said Company cannot be held liable for a cheque that is issued after dissolution of the Company."

Advocate Nishit Kumar Shetty appeared for the petitioner, while Advocate M.R. Balakrishna appeared for the respondent.

Background

The petitioner was stated to be a director of a private company engaged in providing turnkey services. The company later applied for closure before the Registrar of Companies and was struck off from the register, following which it was declared dissolved.

The complainant alleged that the petitioner had taken a hand loan for business purposes and later issued a cheque towards repayment. When the cheque was presented, it was returned with the endorsement "account closed". The complainant thereafter issued a demand notice and initiated proceedings under Section 138 of the Negotiable Instruments Act.

The petitioner sought quashing of the proceedings by contending that the company had been dissolved several years before the alleged issuance of the cheque. It was argued that a cheque issued in the name of a non-existent company could not create a legally enforceable liability and that a former Director could not be prosecuted on that basis.

The complainant opposed the petition by contending that the issues raised were disputed questions of fact, that he was unaware of the company's closure, and that the petitioner could not avoid liability under the Negotiable Instruments Act merely because the company had been dissolved.

Court's Observation

The Court first noted that the company had applied for closure and that the Registrar of Companies had accepted the closure by striking off the company and declaring it dissolved. The Court found that the cheque in question was alleged to have been issued years after the company had ceased to exist and was drawn on the company's account.

The Court framed the issue as whether proceedings under Section 138 of the Negotiable Instruments Act could arise where the cheque itself was allegedly issued by a company after its dissolution.

Referring to Vishnoo Mittal v. Shakti Trading Company (2025), the Court noted that the Supreme Court had considered the effect of moratorium and management takeover under the Insolvency and Bankruptcy Code, 2016. The Court observed that the Supreme Court had held that proceedings against a Director would not be maintainable where the Director did not have the capacity to fulfil the demand raised under Section 138.

The Court then referred to Krishan Lal Gulati v. State of NCT of Delhi (2025), where the Delhi High Court held that once a company is struck off and dissolved, it loses its juristic personality, and acts done on its behalf become void ab initio unless the company is restored under Section 252 of the Companies Act, 2013.

The Court also relied on Raj Kumar Jain v. Shree Balaji Enterprises (2026), where the Delhi High Court considered whether proceedings under Section 138 could continue after liquidation proceedings had commenced. The Court noted the reasoning that Section 138 requires a cheque to be drawn on an account "maintained" by the accused, which implies legal and practical control over the account at the relevant time.

The Court held that where control over the company's affairs and bank accounts has passed to a liquidator, the Director cannot be said to be in a position to ensure encashment of the cheque or honour the demand notice. However, the Court clarified that the present case stood on a stronger footing because the company had already been dissolved before the cheque was allegedly issued.

On a combined reading of the Supreme Court and Delhi High Court decisions, the Court held that a cheque allegedly issued in the name of a company after its dissolution cannot become a legally enforceable instrument.

The Court distinguished this situation from cases where the cheque is validly issued while the company exists, but the company later faces liquidation, winding up or another legal impediment during pending proceedings. In such cases, the Directors or persons covered under Section 141 of the Negotiable Instruments Act may still be proceeded against.

The Bench observed: “It would be an altogether different circumstance if the cheque is issued and during the proceedings, the company would cease to exist. Then the Directors are to be held liable for fulfilling the legally enforceable instrument.”

The Court referred to Bharat Mittal v. State of Rajasthan (2025), where the Supreme Court reiterated that prosecution against persons in charge of a company ordinarily requires the company to be arraigned as an accused, except where the company cannot be prosecuted due to a legal impediment. The Court noted that this exception applies where the complaint is properly filed and the company later goes into liquidation, winding up or faces a legal snag.

XXXXX

XXXXX

The Bench observed: “There is no averment in the complaint that the petitioner was the Director at the relevant point in time and was in-charge of day-to-day affairs of the Company. The only averment is that accused No.2 is the Company and that the petitioner is the representative of the Company and is liable to honour the instrument.”

The Court rejected the complainant's contention that the matter should be left for trial as involving disputed facts. It held that both on the factual aspect of the company having been dissolved and on the jurisdictional issue of proceedings having arisen after dissolution, continuation of the complaint could not be permitted.

XXXXX

Conclusion

The High Court allowed the petition and quashed the cheque dishonour proceedings against the petitioner.

The Court held that a cheque allegedly issued in the name of a company after its dissolution would be void ab initio and could not form the basis of liability under Section 138 of the Negotiable Instruments Act against a former Director.

The Court clarified that if the complainant had any other remedy in law, he would be at liberty to avail it.

THE FOOL WHO KNOWS HE IS A FOOL IS MUCH WISER THAN THE FOOL WHO THINKS HE IS WISE

CIRCULARS

37 dated 29th June, 2026	:	Text of UFBU Circular No. UFBU/2026/15 dated 29.06.2026 on the UFBU Meeting to be convened shortly on existing issues
38 dated 10th July, 2026	:	AIBOC submits detailed representation for career progression of Specialist Officers to the Secretary, DFS vide its letter dated 10.07.2026
39 dated 14th July, 2026	:	AIBOC, AIBEA and NCBE writes to DFS on instruction to hold IR Meetings at banks with recognized unions
40 dated 17th July, 2026	:	Circular on Bank Nationalisation - Renewing the legacy of 57 years, shaping the future
41 dated 17th July, 2026	:	Circular on MOU signed between IBA and the Unions/ Associations on Medical Insurance
42 dated 20th July, 2026	:	Circular reproducing the Press Release issued by Seven Unions/ Associations Denouncing the Police Action on the Protesting Students
43 dated 21st July, 2026	:	Circular Reproducing the Letter sent to IBA seeking clarifIcation on Fitment of CAPF Personnel Re-employed in Bank

JUDICIAL

IN THE HIGH COURT OF DELHI AT NEW DELHI CIVIL APPELLATE JURISDICTION

LPA 134/2026 & CM APPL. 16171/2026

SUBODH CHANDRA SAHA **... Appellant**

Through: Mr. N. C. Gupta, Mr. R. Vasudevan,
Mr. S. Bhardwaj, Advs.

VERSUS

PUNJAB NATIONAL BANK AND ANR **... Respondents**

Through: Ms. Kittu Bajaj, Adv.

CORAM:

HON'BLE THE CHIEF JUSTICE

HON'BLE MR. JUSTICE TEJAS KARIA

O R D E R

17.03.2026

CM APPL. 16171/2026 (exemption)

EVERY HUMAN BEING IS THE AUTHOR OF HIS OWN HEALTH OR DISEASE

1. Exemption allowed, subject to all just exceptions.

2. The application stands disposed of.

LPA 134/2026

3. Issue notice.

4. Ms. Kittu Bajaj, learned counsel for the respondents has put in appearance and accepts notice.

5. With the consent of the learned counsel for the parties, the appeal has been taken up for decision at the admission stage.

6. This intra-court appeal seeks to challenge an order dated 27.01.2026 passed by the learned Single Judge in W.P.(C) 18261/2025, which was instituted by the appellant for quashing the order dated 25.09.2025 with a further prayer to direct the respondents to sanction the compassionate allowance in his favour in terms of Regulation No.31 of 'Punjab National Bank Employees' Pension Regulation, 1995 (hereinafter referred to as 'Pension Regulation') with effect from the date of cessation of service i.e. 05.09.2013 along with interest.

7. The appellant while working as Manager at Tinsukia Branch of the respondent/Bank was inflicted with the penalty of the removal of the service, which was challenged by him by filing departmental appeal, where he did not succeed. The appellant, thereafter filed a writ petition before Gauhati High Court challenging the order of removal, which was dismissed and the learned Single Judge of Gauhati High Court upheld the penalty of removal of service. The appellant, thereafter filed an intra-court appeal before a Division Bench of Gauhati High Court being Writ Appeal No. 313/2019. In the said intra-court appeal, the appellant confined his prayer to payment of retiral benefits. The Division Bench of Gauhati High Court remanded the matter back to the learned Single Judge for consideration of the limited issue.

8. On remand, the learned Single Judge of Gauhati High Court by a judgment dated 16.07.2025 concluded that the appellant is not entitled to any pension and pensionary benefits. However, the learned Single Judge permitted the appellant to submit an application before the Competent Authority of the respondent/Bank claiming the compassionate allowance under the provisions of regulation No.31 of the Pension Regulation. The learned Single Judge of Gauhati High Court further observed that in case, any such application is filed by the appellant, the Competent Authority of the respondent/Bank shall consider the same on merits and in accordance with the provisions contained in regulation No.31 of the Pension Regulation.

9. In compliance of the said judgment passed by the learned Single Judge on 16.07.2025 of Gauhati High Court, the appellant submitted his application, which was decided by the Competent Authority of the respondent/Bank by passing a speaking order dated 25.09.2025, whereby prayer for grant of compassionate allowance had been declined. The said order dated 25.09.2025 had been passed by the General Manager, Headquarter of the respondent/Bank at Delhi. The appellant filed W.P.(C) 18261/2025 before this Court challenging the said order dated 25.09.2025 passed by the General Manger, Headquarter of the respondent/Bank at New Delhi, where his prayer for grant of compassionate allowance was not acceded.

10. The learned Single Judge while dismissing the writ petition by means of an order dated 27.01.2026 has recorded a finding that appellant ought to have assailed the order dated 25.09.2025 before Gauhati High Court, instead he approached this Court.

11. It has further been observed by the learned Single Judge in the impugned order, the order dated 25.09.2025 has been passed in compliance of the order dated 16.07.2025 passed by the learned Single Judge of Gauhati High Court and therefore, the appellant ought to have challenged the said order, if he was aggrieved, by instituting appropriate proceedings before the Gauhati High Court.

12. It is also observed by the learned Single Judge with respect to the submission on behalf of the appellant to the effect that the cause of action for challenging the order dated 25.09.2025 has accrued within the territorial jurisdiction of this Court that since the order dated 25.09.2025 has been passed in compliance of the judgment of the learned Single Judge of Gauhati High Court dated 16.07.2025, as such it cannot be said that any cause of action is accrued to the appellant within the territorial jurisdiction of this Court at New Delhi. The learned Single Judge further observed in the impugned order that the appellant cannot be permitted to engage in 'forum shopping' by selectively invoking the jurisdiction of different High Courts in respect of the same subject matter. Impugned order, thus, declined to entertain the writ petition.

13. Having considered the respective submissions made by the learned counsel for the parties, we are of the opinion that though it is true that the order dated 25.09.2025 was passed in compliance of the order dated 16.07.2025 passed by the learned Single Judge of Gauhati High Court, however, since the authority passing the order dated 25.09.2025 is in New Delhi, as such at least part of cause of action can be said to have accrued to the appellant for challenging the said order dated 25.09.2025 within the territorial jurisdiction of this Court.

DO NOT DWELL ON THE PAST OR FUTURE. CONCENTRATE ON THE PRESENT MOMENT

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14. The Competent Authority, admittedly, to take a decision on any prayer for compassionate allowance is the General Manger, Headquarter of the respondent/Bank at New Delhi, which in the instant case as well has passed the order dated 25.09.2025, whereby the prayer of the appellant for payment of the said compassionate allowance has been rejected. In our considered opinion, since the order impugned before the learned Single Judge in the proceedings of the writ petition dated 25.09.2025 was passed by the Competent Authority at New Delhi, as such by any state of imagination, it cannot said that the cause of action had not accrued to the appellant to challenge the said order before this Court.

15. We are, thus, unable to agree with the reasoning given by the learned Single Judge in the impugned order dated 27.01.2026.

16. The appeal, accordingly, is allowed. The order dated 27.01.2026 passed by learned Single Judge in W.P.(C) 18261/2025 is hereby set aside and the writ petition is restored to its original number on its own merits.

17. Having regard to the facts that the appellant has not been in service of the respondent/Bank since 2013, we request the learned Single Judge to expedite the proceedings in the writ petition.

18. There will be no order as to costs.

DEVENDRA KUMAR UPADHYAYA, CJ

TEJAS KARIA, J

MARCH 17, 2026

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