2025:AHC-LKO:85781

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Reserved on 10.12.2025
Delivered on 19.12.2025

HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW

WRIT - A No. - 13255 of 2025

Shubham Bhargava
.....Petitioner(s)

Versus

Union Of India Thru. Ministry Of Finance Deptt. Financing Services New Delhi And 4 Others .....Respondent(s)

Counsel for Petitioner(s) Vivek Kumar Shukla, Shweta Shukla
Counsel for Respondent(s) A.S.G.I., Gopal Kumar Srivastava, Surya Prakash

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Court No. - 18

HON'BLE SHREE PRAKASH SINGH, J.

1. Heard Mr. Vivek Kumar Shukla and Ms. Shweta Shukla, learned counsel for the petitioner, Mr. Asit Chaturvedi, learned Senior Advocate assisted by Mr. Gopal Kumar Srivastava and Mr. Akash Deep Srivastava, learned counsel for the respondent nos. 2 to 5 and Mr. Varun Pandey, learned counsel for the Union of India.

2. By means of the present writ petition, the petitioner has assailed the transfer order dated 18.7.2025 issued by the Corporate Office, HRM, Indian Bank which is communicated by Assistant General Manager, HRM, Indian Bank. Further prayer is made for quashing of the order dated 4.10.2025 passed by the Grievance Redressal Authority and the order dated 10.11.2025 passed by the appellate authority alongwith the order dated 5.8.2025, by which the petitioner is relieved.

3. He submitted that against the transfer order,

the petitioner moved a letter on 21.7.2025 before the Grievance Redressal Cell and, when that remained unheard, within a period 15 days, he filed a writ petition bearing Writ-A No. 9921 of 2025 wherein this Court was pleased to pass the order on 1.9.2025, which is quoted hereinunder:-

"1. Heard learned counsel for the petitioner, Sri Arvind Kumar, learned counsel, who files memo on behalf of respondent no.1, and Sri Gopal Kumar Srivastava, learned counsel for respondents no.2 and 3.

2. With the consent of learned counsels for the parties the matter is being decided finally.

3. The petitioner is aggrieved by the transfer order dated 18.07.2025, a copy of which is Annexure-1 to the petition, whereby the petitioner has been transferred from Bahraich to Salem.

4. It has also been pointed out by Sri Srivastava that the petitioner has already been relieved on 05.08.2025. He also states that as the petitioner has been relieved as such his entire matter now would be considered by the competent authority where the petitioner has been transferred.

5. Various grounds have been taken by the learned counsel for the petitioner to challenge the said order.

6. However, it has been pointed out that in terms of Clause 26 of the Transfer Policy for Officers up to scale III issued by the Indian Bank, a copy of which is Annexure-5 to the petition, the petitioner can raise his grievance before the Zonal Officer/FGMO Corporate Office and that the petitioner has already raised his grievance vide grievance dated 21.07.2025, a copy of which is Annexure-4 to the petition. As such, it is prayed that the said grievance be directed to be decided by the competent authority who is said to be respondents no.2 and 3.

7. Accordingly, considering Clause 26 of the Transfer Policy the writ petition is disposed of with a direction to the competent authority to consider and dispose of the grievance as raised by the petitioner, a copy of which is Annexure-4 to the petition, in accordance with law and

relevant rules which grievance would be decided within a period of two weeks from the date of receipt of a certified copy of this order.

8. Till then no coercive action has been taken against the petitioner in pursuance to the impugned transfer order dated 18.07.2025."

4. Further submission is that vide the aforesaid order, the competent authority of the Bank was directed to consider the grievance of the petitioner as per clause 26 of the transfer policy and it was also provided that till the decision is taken no coercive action shall be taken against him. He submitted that in compliance of the order aforesaid, the order dated 8.9.2025 has been passed but the grievance of the petitioner has not been redressed and the request of the petitioner has been rejected and, being aggrieved, the petitioner again moved writ petition bearing Writ-A No.11252 of 2025, wherein again an order was passed on 25.9.2025, for deciding the representation of the petitioner afresh and again protection was granted for not taking any coercive action against the petitioner. The order dated 25.9.2025 passed in Writ-A No.11252 of 2025 is quoted as under:-

"1. Heard learned counsel for the petitioner and Sri Asit Chaturvedi, learned Senior Advocate assisted by Sri Gopal Kumar Srivastava, Advocate & Sri Akash Deep Srivastava, learned counsel for the respondents no. 2 to 4.

2. At the very outset, Sri Chaturvedi, learned Senior Advocate informs that the order dated 18.09.2025, a copy of which is annexure 3 to the writ petition per which the representation of the petitioner dated 21.07.2025 has been rejected, has been withdrawn. He further states that now a fresh decision would be taken on the representation by the Chief General Manager (CDO/CLO) which is the next higher authority to the General Manager (HRM) who effected the initial order of transfer dated 18.07.2025.

3. Learned counsel for the petitioner is satisfied with the aforesaid.

4. Considering the aforesaid, the writ petition is disposed of leaving it open for the competent authority to decide the representation of the petitioner a fresh as per statement given by Sri Asit Chaturvedi, learned Senior Advocate appearing on behalf of the respondents which would be decided within a period of ten days, the time frame as suggested by Sri Chaturvedi, learned Senior Advocate in accordance with law and the relevant rules.

5. Till then, no coercive action shall be taken against the petitioner in pursuance to the transfer order dated 18.07.2025.

6. It is further provided that in case any grievance of the petitioner still subsist it would be open for the petitioner to approach the competent Court of law"

5. He submitted that once the order was not passed, the petitioner again approached this court by way of filing Writ-A No.12942 of 2025 wherein on 11.11.2025 following order was passed:-

"It has been informed by Mr. Asit Chaturvedi, learned Senior Counsel assisted by Mr. Gopal Kumar Srivastava, learned counsel for the respondent nos. 2, 3 & 4 that the appeal against the order passed on representation has been decided on 10.11.2025 by the competent authority.

Learned counsel for the petitioner submits that he may be permitted to withdraw instant petition with liberty to file afresh while challenging the subsequent order dated 10.11.2025. He further submits that a copy of this order has been furnished to the learned counsel for the petitioner today in itself in the Court.

With the aforesaid observations, instant writ petition is dismissed as withdrawn with the liberty as sought above."

6. Referring the aforesaid, he submitted that the order dated 11.11.2025 passed by appellate authority was placed before this Court and the writ

petition was dismissed as withdrawn with liberty to the petitioner to challenge that order and now, against the transfer order as well as the order passed by the appellate authority, present writ petition has been preferred.

7. Submission of the learned counsel for the petitioner is that the petitioner was initially appointed on the post of Law Officer in the Allahabad Bank on 23.9.2013 and he was posted at Nagpur and thereafter, he was transferred to Jabalpur in the year 2017 and he served at Jabalpur till 5.2.2023 and on 6.2.2023, he joined at Zonal Office, Kanpur as Senior Manager and, hence, the petitioner rendered more than nine years of services outside the home State.

8. Adding his arguments, he submitted that on 29.5.2025, within span of two years and three months, the petitioner has again been transferred as Senior Manager, Zonal Office, Indian Bank, Bahraich and just after two months, he has again been transferred on 18.7.2025 from Zonal Office, Baraich to Zonal Office Salem, Tamil Nadu, vide impugned transfer order dated 18.7.2025 and being aggrieved, the petitioner preferred an appeal, as per para 26 of the transfer policy, before the Chief General Manager on 21.7.2025. He argued that the Bank, for making unanimity in the transfer policy, has issued transfer policy for officers upto scale III. He submitted that as per clause 1.3 of the transfer policy of the Bank, normal tenure of an officer at one place of posting, has been provided as three years and it has also been provided in clause 1.6 that the Bank shall endeavour to complete transfer by 30th June of every year and mid term transfer shall only be considered in case of promotion and administrative exigencies. He has also drawn attention towards

clause 5.5 of the transfer policy and submitted that the transfer policy also envisages that all endeavour shall be made to accommodate officers in respect of linguistic region so as to ensure seamless customer service to the maximum extent possible. He argued that the transfer of the petitioner is being done frequently and in the mid-term, which is not permitted under the policy.

9. He also submitted that within the period of three years, the petitioner has been transferred from Zonal Office Bahraich to Zonal Office Salem at Tamil Nadu, which is two thousand kilometers away, moreso, the official language of State of Tamil Nadu is 'Tamil' and the customers can be dealt with mostly in the local language, which would be a hurdle in communication between the petitioner and the customers. Secondly, even after serving more than nine years outside the State, the petitioner has again been transferred within a span of two years, out of the State, i.e., more than thousand kilometers away in State of Tamil Nadu.

10. He has also emphasized that within a period of two months, he has been transferred from one place to another, which shows that there is implied mala fide intention of the authorities, best known to them only. He submitted that once the policy itself says that all endeavour shall be made regarding the transfer uptil 30th June of every year then there was no occasion to transfer the petitioner in the month of July 2025. He added that the petitioner is a human being and transferring the petitioner in frequent way, that too, thousand kilometers away, in another State, amounts to harassment and that also shows that something is running behind the back of the petitioner in the Bank. He submitted that the transfer of the petitioner has been done on whims and fancies of the Bank officers and in

fact, it is not due to any exigency but for the reason of being an expert. He also added that being an expert is one of the special quality of an employee but the same shall not be used as a tool for harassment of his goodness.

11. Lastly, he submits that wife of the petitioner is a bank employee serving at Kanpur and if the petitioner is transferred thousand kilometers away, his whole personal and family life shall be ruined. Thus, submission is that the transfer of the petitioner is violative of the transfer policy of the Bank itself and, as such, the transfer order dated 18.7.2025 and subsequent adversial order passed thereof may be quashed.

12. Per contra, learned Senior Advocate appearing for the Bank has opposed the contentions aforesaid and submits that the petitioner is specialized officer, i.e., Senior Manager Law Scale-III and looking into the administrative exigency, i.e., special services of the petitioner, being a Law Manager, in consonance with clause 5.2 of the transfer policy, he has been transferred from Zonal Office Baharaich to Zonal Office Salem, Tamil Nadu. He argued that the petitioner's services are governed with the provisions of Indian Bank Officers Service Regulations, 1979 (hereinafter referred to as 'the Regulations, 1979') and Regulation 47 of the said Regulations provides that 'every officer is liable to transfer to any office or branch of the Bank to any place of India', therefore, the transfer of the petitioner has been made in consonance with the provisions of law and Regulation 47 of the Regulations 1979, and the clause 5.2 of the Transfer Policy is concomitant and, therefore, there is no unlawfulness or any contradiction thereof. He also added that the transfer is an incident of service and no officer

can claim posting at a particular place, more particularly, when the Regulation 47 of the Regulations 1979 specifically provides regarding the transfer of an employee from one branch to another branch in India and, more particularly, this policy is well known to the petitioner, from the first date of his joining, in the Bank. Adding his arguments, he submitted that clauses 1.2, 4.0, 6.2 and 24.2 including 25.1 very clearly speak about the transfer of a bank employee and the terms and conditions thereof, has strictly been followed by the Bank. He next added that so far as the ground is taken that the wife of the petitioner is working at Kanpur, the same has been taken for the first time before this Court and in appeal, this ground had not been take by the petitioner.

13. Concluding his arguments, he submitted that as per the settled law started from **Shilpi Bose (Mrs) and others Vs. State of Bihar and others** reported in **1991 Supp (2) SCC 659,** uptil this time, the Supreme Court has time and again reiterated that the transfer can only be interfered if the same is hit with malice or mala fide or there is frequent transfers or if those are against the provision of any law. Thus, submission is that there is no merit in the writ petition, therefore, the same may be dismissed.

14. Upon considering the submissions of the learned counsel for the parties and after perusal of the record, it emerges that the petitioner came into service of the respondent Bank on 23.9.2013 and since 2013 to 5th February 2023, he was working outside the home district. In the State of Uttar Pradesh, the petitioner has been transferred from one place to another within span of two years as once the petitioner was transferred from Jabalpur to Kanpur on 5.2.2023, he was again transferred on

29.5.2025 to Zonal Office at Bahraich and further within a period of two months, i.e., on 18.7.2025, he has been transferred from Zonal Office Bahraich to Zonal Office Salem in State of Tamil Nadu, i.e., thousand kilometers away from the place of posting.

15. When this Court examines the whole scenario of the transfer of the petitioner as well as the transfer policy, it is apparent that post of the petitioner is transferable as per Regulations 1979 and for putting unanimity, the Bank itself has issued an exhaustive transfer policy. Clause 1.3 of the transfer policy provides that normal tenure of the officer at one place of the posting will be three years of active service and further clause 1.07 also provides that the Bank shall make all endeavour to complete the transfer exercise by 30th June of every year and the mid session transfer shall be considered only in case of promotion and administrative exigencies. The petitioner, who served more than nine years outside the State, while working at Nagpur and Jabalpur, was transferred in the State of Uttar Pradesh and was posted at Zonal Office Kanpur in the year 2023 and in between two years, he has been transferred from Kanpur to Bahraich and again from Bahraich to Salem in Tamil Nadu, in the month of July 2025. Normal tenure, which is provided for posting at one place, is three years of active service, whereas the petitioner within two years has been transferred two times and that too, lastly about two thousand kilometers away, in the mid term.

16. The petitioner being Law Manager, renders special services, in term of clause of the transfer policy of the Bank. He has been transferred frequently, which is against the transfer policy. This court is of considered opinion that specialization of an employee should not be used as

a tool against him, as an specialist can well render his services with cool and calm state of mind and if he is being transferred from one place to another, in an unpleasant situation, perhaps his/her skill being specialist; would have of no avail; for the Bank or any of the Institution. In fact, the authorities undoubtedly have to look into the interest of the Bank/Institution but at the same time, it has also to be considered that if the employees of the Bank or any Institution are given conducive atmosphere of working, the same may enhance the productivity of such Institution, as the employees are ultimately the human beings. This principle cannot be a strait-jacket formula but the same shall be applicable in the peculiar facts and circumstances of each and every case.

17. This Court has also noticed that reiterating the same ground, the decision has been taken by the Bank while rejecting the request of the petitioner for cancellation of his transfer and, therefore, this Court has twice intervened in the matter. This time also, the order dated 10.11.2025 is reiteration of earlier ground of rejection and the Bank authorities have also failed to consider the request of the petitioner cancelling of his transfer in terms and conditions as provided in the transfer policy of the Bank.

18. In view of the above submissions and discussions, the order impugned dated 10.11.2025 and the subsequent orders thereof, are hereby quashed.

19. The petitioner is given liberty to move a fresh claim, agitating all the grounds, before the competent authority, within a period fifteen days and on receiving such representation, the competent authority is directed to consider and decide the

same within further period of six weeks, strictly in accordance with law.

20. The order passed on representation shall be communicated by the competent authority to the petitioner.

21. For the aforesaid period, the effect and operation of the impugned transfer order dated 18.7.2025 shall remain stayed and the petitioner shall not be forced to join on the transferred place of posting.

22. The writ petition is **allowed** accordingly.

December 19, 2025
Ram Murti

(Shree Prakash Singh,J.)

Digitally signed by :-
RAM MURTI YADAV
High Court of Judicature at Allahabad,
Lucknow Bench