



Serial No. 03
Supplementary List

HIGH COURT OF MEGHALAYA
AT SHILLONG

WP(C) No. 295 of 2026

Date of Decision :08.07.2026

Dr. Bishnu Ram Das, aged about 59 years,
S/o (L) Padma Ram Das, working as HOD,
Medical & Health Services, NEEPCO LTD, Shillong-793003.
R/o Pynthorbah, Shillong-793001

.... Petitioner

Versus

- 1.North Eastern Electric Power Corporation Limited (NEEPCO LTD)
Through its Chairman and Managing Director,
Brookland Compound, Lower New Colony,
Shillong-793003.
- 2.CHRO, North Eastern Electric Power Corporation Limited (NEEPCO)
Through its Chairman and Managing Director,
Brookland Compound, Lower New Colony,
Shillong-793003.
- 3.Dy. General Manager (HR)
North Eastern Electric Power Corporation Limited (NEEPCO)
Through its Chairman and Managing Director,
Brookland Compound, Lower New Colony,
Shillong-793003

.... Respondent(s)



Coram:

Hon'ble Mr. Justice H.S. Thangkhiew, Judge.

Appearance:

For the Petitioner(s) : Ms. S.K. Nongrum, Adv. with
Mr. M. Prasad, Adv.
Ms. S.K.H. Nongrum, Adv.

For the Respondent(s) : Mr. V.K. Jindal, Sr. Adv. with
Mr. S. Geonka, Adv.

i)	Whether approved for reporting in Law journals etc:	Yes/No
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ii)	Whether approved for publication in press:	Yes/No
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JUDGMENT AND ORDER (ORAL)

1. The petitioner who is serving as HOD, Medical and Health Services in NEEPCO, is before this Court assailing the transfer order dated 22.06.2026, issued by the respondent corporation. The challenge is on the ground that the petitioner who is due to superannuate within 9 months, is suffering from Type-II diabetes which requires insulin injection and also has Hypertension.

2. Ms. S.K. Nongrum, learned counsel for the petitioner submits that by the impugned order, the petitioner has been directed to look after the



medical and health services at a remote location in Arunachal Pradesh i.e. Tato/Heo/Naying/HEP and to coordinate with the District Medical Department and Defence Medical authorities for a period of 3 months. The learned counsel contends that the impugned transfer order, is violative of clause 11.7 of the Transfer Policy of NEEPCO, which mandates that employees due for superannuation within 2 years shall normally be considered for posting at locations of their choice or nearest to their home town. It is further submitted that the petitioner has also submitted a representation, but the same is yet to be answered by the respondents. In support of her arguments, the learned counsel has placed reliance on the cases *Shri Devapriya Choudhury vs. Union of India & Ors.* and *Shri Subir Sircar vs. The North Eastern Electric Power Corporation Ltd., & Ors.* passed in *Shri. Devapriya Choudhury Vs. The Union of India & 4 Ors.* and *Shri. Subir Sircar Vs. The North Eastern Electric Power Corporation Ltd. & 3 Ors.* reported in *2019 SCC OnLine Megh 233*, where she submits it has been held at Para – 20 thereof, that since NEEPCO has laid down norms and policy for transfer, there must be valid and justifiable reasons to deviate from the same. She therefore, prays that the impugned transfer order be set aside and quashed and the petitioner be allowed to complete the remaining 9 months of his service at the Corporate Headquarters at Shillong.



3. Mr. V.K. Jindal, learned Senior counsel assisted by Ms. S. Geonka, learned counsel for the respondents in reply, has first submitted that the impugned order dated 22.06.2026, is not a transfer order, inasmuch as, the petitioner who is presently attached to the Corporate Office at Shillong has only been temporarily detailed to Arunachal for only 3 months with effect from 01.07.2026. The assignment he submits, is to look after the works related to medical and health services at Tato/Heo/Naying/HEP, to coordinate with the District Medical Department as well as the Defence Department located nearby, to ensure better medical facilities at the project location. He further submits that the petitioner continues to remain in the posting strength of the Corporate Office at Shillong, and as such the writ petition itself is totally misconceived and not maintainable.

4. It is further submitted that the petitioner holds a transferable post, and as such he is liable to be transferred or detailed for any temporary duty from one place to the other. The impugned order he asserts, has been issued by the competent authority does not violate any mandatory statutory rules, or executive instructions, and the temporary detail of duty for a period of 3 months, is in view of extreme exigencies of medical service in the larger interest of the employees of the corporation, posted at a remote place of the project at Arunachal Pradesh. It is also contended that apart from the settled



principles of law with regard to transfers, the Transfer Policy urged by the petitioner, more particularly clause 11.7, does not confer any absolute legally enforceable right and does not create an immunity from deployment for a limited period of 3 months, especially due to medical exigencies.

5. The learned Senior counsel concludes by reiterating that the impugned transfer order, is not a transfer at all and no prima facie case has been made out and no prejudice will be caused to the petitioner, as it is only for a limited period of 3 months to arrange the health services for the employees serving at a remote location, who are not having adequate medical facilities. He therefore, prays that the writ petition be not entertained.

6. Having heard the learned counsel for the parties, and on an examination of the impugned order, this Court notes that the same is only an order of temporary detailment at Tato/Heo/Naying/HEP, and is not a transfer order *per se*. This observation is made in view of the fact that this temporary detail, is only for the purposes of ensuring better medical facilities at the project site. On this premise therefore, apart from the fact that Courts are slow to interfere with orders of transfer unless visited by mala fides or a form of punishment, notwithstanding the fact that the petitioner is due to retire in only 9 months' time, no interference is called for as the impugned order



is well within the powers of the competent authority and made in the interest of the Corporation.

7. The reliance of the learned counsel for the petitioner on clause 11.7 of the Transfer Policy of NEEPCO and the judgement placed by her, not being relevant for the purposes of this case, are not discussed or elaborated upon.

8. Accordingly, the writ petition for the reasons aforestated, is not entertained, and is disposed of.

JUDGE

Meghalaya

08.07.2026

"V. Lyndem- AR-PS"