

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

(133)

CWP-23700-2022

Date of Decision : October 17, 2022

Ram Chander

.. Petitioner

Versus

State of Haryana and others

.. Respondents

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

Present: Mr. Sandeep Goyat, Advocate, for the petitioner.

HARSIMRAN SINGH SETHI J. (ORAL)

In the present petition, the grievance of the petitioner is that keeping in view the clause of the transfer policy that the TGT and the C&V Teachers of the District are to be accommodated in the same District, the transfer order of the petitioner outside the District is bad as, rather than giving the post of TGT Physical Education to the petitioner in District Hisar, respondents No. 3 and 4 have been brought at the said station by way of transfer.

Learned counsel for the petitioner submits that keeping in view the said violation, the order of transfer of the petitioner dated 28.08.2022 (Annexure P-4) is bad in law and is liable to be set aside. Learned counsel for the petitioner further submits that the grievance raised against the said transfer has also been rejected by the respondents by the impugned order dated 04.10.2022 (Annexure P-10), which order is also liable to be set aside.

Notice of motion.

Mr. Harish Nain, learned Assistant Advocate General, Haryana, who is present in the Court, accepts notice on behalf of the respondents.

I have heard learned counsel for the parties and have gone through the record with their able assistance.

The clause which is being relied upon by the petitioner to claim that the transfer of the petitioner is bad is as under:-

“ (b) For protecting C&V Teachers within their District over TGTs coming from other district, process of allocation of an eligible vacancy to the C&Vs and TGTs working i the said District will be completed first before offering the vacancies to the TGTs of other districts since C&V and TGTs are sharing the same post and C&Vs are declared as diminishing cadre.”

A bare perusal of the above would show that the said clause has been incorporated so as to protect the C&V Teacher as the said cadre is a District cadre. The petitioner is concededly not working on the said post of C&V Teacher but is working on the post of TGT, which is a State cadre post.

For the State cadre post, an employee can be transferred within a State. Claiming preference of posting is within the same District, as being claimed by the petitioner, is not envisaged under the said clause.

It is a conceded position that as per the transfer policy, the opted post is to be given to a candidate, who has higher marks keeping in view the transfer policy. It is only in case, two candidates have the same marks, in order to resolve the tie, the clause being relied by the petitioner, can be brought into operation if found feasible to allow a candidate to be posted in the same District. In the present case, it is conceded by the

petitioner that respondents No. 3 and 4, who have been given the stations within the District Hisar, have more marks than the petitioner, hence, they have a better right to claim a post in District Haryana as than that of a petitioner.

That being so, once respondents No. 3 and 4 have better claim over the post which is being claimed by the petitioner on the basis of clause which has been reproduced, petitioner cannot raise any grievance qua the transfer of respondents No. 3 and 4.

The interpretation of the clause of the transfer policy being relied by the petitioner is incorrect and cannot be accepted.

Keeping in view the facts and circumstances of this case, no ground is made out to interfere in the order of transfer of the petitioner and the present petition is accordingly dismissed.

October 17, 2022
harsha

(HARSIMRAN SINGH SETHI)
JUDGE

Whether speaking/reasoned : Yes
Whether reportable : No