

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.4837 of 2022

Shailendra Kumar Pandey, son of Shree Rajendra Pandey, Resident of
Bhantee, P.S.-Raghunathpur, District-Siwan.

... .. Petitioner

Versus

1. Bank of India through the General Manager, Personal Mumbai Head Office, Mumbai.
2. The Dy. General Manager, H.R., Bank of India, Mumbai Head Office, Mumbai.
3. The Zonal Manager, Ujjain Zone, Bank of India, Ujjain, Madhya Pradesh.
4. The Senior Manager, H.R., Ujjain Zone, Bank of India, Ujjain, Madhya Pradesh.
5. The Senior Manager, Sarangpur Branch, Bank of India, Ujjain, Madhya Pradesh.
6. The Zonal Manager, Bank of India Muzaffarpur Zone, Muzaffarpur.
7. The Dy. Zonal Manager, Bank of India Muzaffarpur Zone, Muzaffarpur.
8. The Senior Manager, H.R., Bank of India Muzaffarpur Zone, Muzaffarpur.
9. The Branch Manager, Bank of India Barauli Branch, Gopalganj.
10. The Branch Manager Bank of India Narayanpur Chowk Branch, Madhubani.
11. The Zonal Manager, Bank of India, Siwan Zone, Siwan

... .. Respondents

Appearance :

For the Petitioner/s	:	Mr.Sanjay Singh, Sr. Advocate Mr.Vitesh Kumar Singh, Advocate
For the Bank	:	Mr.Sanjay Singh Thakur, Advocate

CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD
ORAL ORDER

4 29-03-2023 This Court has given enough opportunity to learned counsel for the Bank to seek instruction from the topmost authority of the Bank to ensure correctional measure but no categorical statement has been made at the Bar.

2. All that have been stated by learned counsel for the Bank is that the Zonal Manager, Muzaffarpur Zone would now forward the representation of the petitioner to the General



Manager, Personal, Mumbai Head Office, Mumbai (Respondent no. 1). This Court, therefore, proceeds to consider this writ application on its own merit.

3. In the present writ application, the petitioner has questioned the letter dated 09.02.2022 issued by the Deputy Zonal Manager, Bank of India, Muzaffarpur Zone, Muzaffarpur (respondent no. 7) whereby and whereunder the petitioner has been posted to the Narayanpur Chowk Branch under Muzaffarpur zone instead of Barauli Branch in terms of his inter-zone transfer order.

4. Learned senior counsel for the petitioner has submitted that on the request of the petitioner for inter-zone transfer due to his mother's illness, the competent authority of the Bank vide its letter dated 18.11.2021 transferred the petitioner to Barauli Branch under Muzaffarpur Zone subject to his agreeing to the conditions laid down in the order of transfer. A copy of the order of transfer of the petitioner is contained in Annexure '3' to the writ application.

5. Learned senior counsel submits that on a bare reading of Annexure '3' it would appear that the petitioner was transferred from Sarangpur Branch, Ujjain Zone to Barauli under Muzaffarpur Zone. As per Annexure-3 in case "the Chief/



Senior / Branch Manager of the branch where he was posted is not satisfied with his work, conduct and attendance and considered that he should not be continued at the said Branch, the Bank may at it's discretion transfer him back to Sarangpur Branch, Ujjain Zone.”

6. It is not in dispute that pursuant to the order of transfer the petitioner submitted his joining on 07.02.2022. On the said date, Barouli Branch was under administrative control of the Muzaffarpur Zone but very soon thereafter Barouli Branch fell under the newly constituted Siwan Branch since April, 2022.

7. Learned senior counsel submits that the Dy. Zonal Manager, Muzaffarpur Zone issued an inter-office memorandum dated 09.02.2022 whereunder the petitioner was posted to Narayanpur Chowk Branch. It is submitted that the Dy. Zonal Manager of the Bank who issued the letter dated 09.02.2022 (Annexure '4') did not abide by the order of transfer of the petitioner issued under signature of Senior Manager (HR), Zonal Office, Ujjain. Instead of posting the petitioner in the Barauli Branch, the petitioner was posted in the Narayanpur Chowk Branch.

8. Learned senior counsel further submits that the



petitioner made a representation as contained in Annexure '5 series' to the General Manager, Head Office, Human Resources Department (Transfer & Placement Division), Bank of India, Mumbai, but that remained un-attended and no decision has been taken thereon.

9. Learned senior counsel submits that direction to the petitioner to join at Narayanpur Chowk Branch is nothing but a kind of sheer harassment to him. This Branch is situated at a distance of 200 K.M. from the place of residence of the petitioner. This frustrated his already allowed request of inter-zone transfer on the ground of his mother's illness.

10. A counter affidavit has been filed on behalf of respondent nos. 1 to 10. The Deputy Zonal Manager, Muzaffarpur Zone of the Bank has defended his action in posting the petitioner at Narayanpur Chowk Branch. It is his statement that the petitioner did not join the allotted place of posting at Narayanpur Chowk Branch and remained absent. It is his further statement that the letter dated 18.11.2021 (Annexure '2' to the writ petition) had given a last date for the transferred employees but the petitioner failed to meet the cut-off time period of 18.11.2021, the date by which he had to submit his joining. The counter affidavit further acknowledges that the



Ujjain Zone intimated the petitioner about his posting at the Barauli Branch vide letter dated 18.11.2021, but it further states that the petitioner submitted his acceptance to the same only on 23.12.2021, in the meantime, more than one month had lapsed. It is stated that since the petitioner had not reported at Barauli Branch till 24.01.2022, due to shortage of the staff at Barauli Branch, the competent authority took a decision to depute/ post another staff to fill the much needed administrative requirement of shortage of staff at Barauli Branch. Subsequently, posting of the petitioner at Barauli Branch was cancelled which was duly informed to the Human Resource Department, Ujjain Zone vide email dated 24.01.2022 with instruction to relieve the petitioner from Ujjain Zonal Office and it was further informed that the posting of the petitioner would be decided by the competent authority after his reporting at the Zonal Office, Muzaffarpur.

Consideration

11. Having heard learned senior counsel for the petitioner and learned counsel for the Bank, this Court finds that few facts are not in dispute. It is a case of inter-zone transfer of the petitioner as per the policy of the Bank wherein the petitioner had to give certain choices and then the competent authority had to decide the place of posting of the petitioner. In



this case, the petitioner was allotted Barauli Branch under the then Muzaffarpur Zone. It was on the ground of his mother's illness.

12. According to the Muzaffarpur Zone, as per Annexure '2' to the writ application, the transferor zone should offer the posting to the concerned clerical staff members and obtain acceptance from them before they are relieved for the Transferee Zone. The transferee zone should ensure that the clerical staff members report directly to the Branch/Office where they have been posted, after 10.11.2021 but not later than 18.11.2021 avoiding inconvenience to all.

13. Admittedly, it appears that the petitioner was relieved from Ujjain Zone to join at Barauli Branch vide Annexure '6 series' on February 02, 2022 with a clear stipulation that "the clerks must positively report their respective branches by 07.02.2022". Annexure '8' to the supplementary affidavit, the letter of the Senior Manager, HR Department of Muzaffarpur Zone issued on 21.04.2022 which admits that the petitioner reported at Muzaffarpur Zonal Office on 07.02.2022. It, however, says that the petitioner was posted at Narayanpur Chowk Branch where he did not join, therefore, his absence will be taken as unauthorized absence till date



without any sanctioned leave and his salary will be stopped from this month.

14. The counter affidavit of the bank refers a communication of the Ujjain Zone dated 04.02.2022 and an email of the Muzaffarpur Zone to the Ujjain Zone sent on 24.01.2022 as Annexures 'R/1' and '2/R' respectively. Annexure 'R/1' clearly shows that this petitioner was relieved from Ujjain Zone only on 4th February, 2022 and he was instructed to join at the given Branch by 07th February, 2022 which he did. So far as the letter as contained in Annexure '2/R' is concerned, it is a letter dated 24th January, 2022 by which the Muzaffarpur Zone requested the Ujjain Zone to relieve the petitioner and two others for the Muzaffarpur Zonal Office. The trailing mail shows that the Muzaffarpur Zonal Office had communicated the place of posting of the petitioner at Barauli Branch and it was communicated to Ujjain Zone on 18th November, 2021. In the said e-mail no last date of joining was mentioned by the Muzaffarpur Zone.

15. These documentary materials are indicating to a great extent that Muzaffarpur Zone while communicating the fact that the petitioner would be posted at the proposed Barauli Branch never informed in the said letter that the petitioner must



join at the Branch by a given date. So far as Annexure '2' is concerned, it only says that to avoid inconvenience the transferred employee should join by 18.11.2021. Obviously in the case of this petitioner that would carry no meaning because in his case the transfer order was issued only on 18.11.2021 but he was not relieved on the said date. In such circumstance, the Muzaffarpur Zone could not have issued a cancellation order as communicated in its email dated 24.01.2022 to the Ujjain Branch. This has an effect of nullifying the inter-zone transfer order of the petitioner which could not have been done unilaterally without knowing the reasons for not joining of the petitioner before 24.01.2022.

16. To this Court, it appears that apparently the Muzaffarpur Zone was acting unilaterally and without knowing the reasons for the petitioner not joining at Barouli, the Muzaffarpur Zone decided to cancel the earlier posting unilaterally.

17. In the process, the Muzaffarpur Zone could not appreciate that under order of inter-zone transfer of the petitioner issued by the competent authority, there was no choice for the competent authority of the Muzaffarpur Zone to post the petitioner at any other Branch except in the Barauli



Branch where his transfer was approved by the competent authority. As a result of this unilateral action on the part of Muzaffarpur Zone, the petitioner is nowhere and the very purpose for which he had chosen for inter-zone transfer has stood frustrated/nullified. This Court does not approve this unilateral action of the competent authority of the Muzaffarpur Zone.

18. After hearing learned senior counsel for the petitioner and the Bank, it is for this reason this Court wanted to know from learned counsel for the Bank as to whether the competent authority of the Muzaffarpur Zone would take correctional measure immediately, only an evasive reply came which is deprecated by this Court. The Bank officials are not supposed to play hide and seek.

19. In the light of the aforesaid discussions, this Court sets-aside the letter dated 09.02.2022 issued by the Deputy Zonal Manager, Bank of India, Muzaffarpur Zone, Muzaffarpur. As per the transfer order as contained in Annexure '3' to the writ application, the petitioner shall directly submit his joining at the Barauli Branch which is now falling under Siwan Zone. The Branch Manager, Bank of India, Barouli Branch, Gopalganj (respondent no. 9) is directed to accept joining of the petitioner immediately. This Court has been informed that now the Barauli



Branch falls under Siwan Zone. In the opinion of this Court, a mere change of Zone could not make any difference inasmuch as it is crystal clear from the order of transfer as contained in Annexure '3' that the petitioner was transferred from Sarangpur Branch under Ujjain Zone to Barauli Branch which was falling under Muzaffarpur Zone at the relevant time.

20. This application is allowed.

21. It goes without saying that for no fault on the part of the petitioner he has been deprived of his salary, therefore, the petitioner would be entitled for the same and the respondents shall ensure payment of his salary and other admissible allowances within a period of two months from the date of receipt/communication of a copy of this order.

22. Since the petitioner has been compelled to seek his remedy before this Court, the petitioner would be further entitled for a cost of litigation which is assessed at Rs. 15,000/-. The Deputy General Manager, Muzaffarpur Zone of the Bank, who has acted unilaterally in passing the impugned order, shall pay the said amount from his own pocket.

(Rajeev Ranjan Prasad, J.)

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