

03.10.2024

Sl. No. 05

Ct. No. 23

Srimanta

WPA/24040/2024

Jishnu Dey

-Vs.-

Indian Bank Limited & Ors.

Mr. Debattam Das,
Ms. Dibyanjana Das

...for the petitioner.

Mr. Kaushik Modak,
Ms. Mousumi Pal

...for the respondents.

In this writ petition, the petitioner has made three-fold prayers. By the first set of prayers the petitioner seeks reimbursement of all dues and expenses incurred by the petitioner while joining at Jirapara Branch of Indian Bank under the Zonal office at Midnapore where he was working as the Assistant Branch Manager. The second set of prayers is for setting aside and/or withdrawal of the transfer order dated 13th September, 2024 by which the petitioner was transferred to the Dhansole Branch under the Zonal office at Medinipore from Jirapore Branch. The third set of prayer is to set aside the letter of explanation dated 12th September, 2024 issued by the Branch Manager, Jirapur Branch.

The petitioner says that he joined the services of Indian Bank as a Probationary Officer on 21st September, 2020 and was subsequently posted at the

Dhansole Branch after completion of on boarding training. The letter of such posting is dated 22nd October, 2020 which appears at page 26 of the writ petition. The petitioner says that he has been on a regular basis being transferred from one Branch to another during the four years of his service which is an act of discriminating him in a hostile manner from his other colleagues who had been appointed in the same cadre. The petitioner, therefore, says that his transfer order dated 13th September, 2024 is arbitrary and amounts to victimizing the petitioner. The petitioner says that by a transfer order dated 27th August, 2024 the petitioner while working as an Assistant Branch Manager at Srikrishnapur Branch under Zonal office at Medinipore was transferred to Dhansole under Zonal office at Medinipore. The petitioner went to join the Dhansole Branch but he was not allowed to join. The petitioner, thereafter went to Medinipore Zonal Office but he was not allowed to mark his attendance or put his biometric in support of his functioning at the Zonal Office at Medinipore though the petitioner worked there for three days. Subsequently, without any official letter the petitioner was informed that his transfer order has been kept in abeyance and he should join the Jirapara Branch. The petitioner says that since then he is

working at Jirapara Branch. Subsequently, the petitioner has been served with a transfer order on 13th September, 2024 by which he has been transferred from Jirapara Branch to Dhansole Branch. The petitioner says that he has been released from Jirapara Branch but he has not been allowed to join at the Dhansole Branch. The petitioner says that in this manner he has suffered financial loss as his absence has been considered to be on leave.

On behalf of the Bank it is submitted that the petitioner never reported at Dhansole Branch pursuant to the transfer order dated 27th August, 2024. He had gone to the Medinipore Zonal Office with a request to reconsider his transfer order so that he can remain at Jirapara Branch. Since he has been released from Jirapara Branch and he has not joined the Dhansole Branch the absence of the petitioner in between has to be treated as unauthorized absence.

So far as the third set of prayer is concerned, the petitioner has challenged the letter of explanation dated 12th September, 2024 which appears at page 39 of the writ petition as annexure – P/3 thereto.

After hearing the parties and considering the materials-on-record, I find that the petitioner may be aggrieved by his frequent transfer but it is a settled principle of law that the Courts are loathe in

interfering with the transfer order which predominantly is in the domain of the employer aimed for smooth functioning of the organization. Transfer orders are interfered with a limited scope if the same is palpably arbitrary, tainted with illegality like *de hors* the applicable service rules or where the transfer order is aimed to victimize the employee. In the instant case, the petitioner may have been transferred frequently. However, the fact remains that the petitioner had accepted a transferable job and the transfers were not punitive in action. The frequent transfer of the petitioner, therefor, cannot be said to be arbitrary or with the aim to victimize the petitioner at this stage. This Court is, therefore, not willing to interfere with the transfer order issued by the respondent-Bank on 13th September, 2024 to the petitioner.

The petitioner, therefor, should join at the transferred post immediately. If the petitioner goes to join Dhansole Branch by 7th October, 2024, the petitioner should be allowed to join thereat without imposing any penal measure.

So far as the reimbursement of expenses are concerned, the same has to be made in accordance with the applicable service rules. The respondent-Bank is directed to consider the bills submitted by the

petitioner for reimbursement and approve and same strictly in accordance with the applicable service rules. The Bank is also directed to make immediate payment of the amounts which may be found to be approved, due and payable to the petitioner.

So far as the letter of explanation is concerned, the same is palpably *de hors* the applicable statutory rules. The Branch Manager of Jirapara Branch could not have ordered the petitioner, an Assistant Manager at the said Branch to bring cartridge at his own cost from Chandrakona for official use. Even if the petitioner had questioned about the payment to be made in respect of such cartridge on a bare reading of the letter this Court does not find any illegality or an act of disobeying the order of a superior officer or an act of exceeding the jurisdiction by the petitioner. So far as the complaint regarding the Loan Account of Nandi Krishi Bhandar Fertilizer and Pesticide referred to the letter of explanation dated 12th September, 2024 is concerned the same is not of any substance. Since the petitioner had been transferred from the said branch immediately on the next date, the non-reply to the same may not be that fatal for the business of the Bank to impute the petitioner with penal consequence. In the aforesaid facts and

circumstances, the letter of explanation dated 12th September, 2024 is set aside and/or quashed.

Nothing further remains to be adjudicated in this writ petition. The same is accordingly disposed of.

Since I have not called for affidavit, the allegations contained in the writ petition are deemed to have not been admitted by the respondents.

(Arindam Mukherjee, J.)