



2025:DHC:11031-DB



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(C) 10335/2025**

PREMA KUMARI

.....Petitioner

Through: Mr. Shaurya Pushpam, Mr.
Himanshu Gautam, Mr. Ankur Apurv Singh
and Mr. Prakhar Aditya, Advs.

versus

UNION OF INDIA AND ORS.

.....Respondents

Through: Ms. Suruchi Mittal, SPC

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT (ORAL)

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20.11.2025

C. HARI SHANKAR, J.

1. This writ petition assails communication dated 25/28 April 2025, whereby the petitioner's request for being reverted to the Central Industrial Security Force¹, which was her parent department, was rejected.

2. The dispute involves an interpretation of Office Memorandum² dated 24 November 2022 issued by the Department of Personnel and Training³.

Facts

¹ "CISF", hereinafter

² "OM", hereinafter

³ "DOPT", hereinafter

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3. The facts are brief.
4. From 2012 to 2022, the petitioner served in the CISF.
5. On 25 January 2022, the petitioner submitted her technical resignation as required by Rule 26(2)⁴ of the Central Civil Services (Pension) Rules, 1972 to join as Sub Inspector⁵ in the Bihar Police. There is no dispute that the petitioner was granted the requisite approval prior thereto.
6. From June 2023 to March 2025, the petitioner remained on sanctioned maternity leave. As a result, she could not clear the Hindi language test which was conducted by the Bihar Police during that period, for confirmation as SI. Her service as SI was, therefore, not confirmed in the Bihar Police.
7. Consequent to her maternity leave coming to an end, the petitioner applied to the CISF on 4 March 2025, for reversion to its ranks. This was followed by reminders on 14 April 2025 and 28 April 2025.
8. Vide communication dated 25/28 April 2025, the CISF rejected the petitioner's request for reversion to its ranks, citing Clause 3.3 of DOPT OM dated 24 November 2022. It was stated that, as the request for reversion was received more than three years after the petitioner

⁴ (2) A resignation shall not entail forfeiture of past service if it has been submitted to take up, with proper permission, another appointment, whether temporary or permanent, under the Government where service qualifies.

⁵ "SI", hereinafter



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had submitted her technical resignation to join the Bihar Police, she could not be reverted to the CISF.

9. Aggrieved thereby, the petitioner has approached this Court by means of the present writ petition.

10. We have heard Mr. Shaurya Pushpam, learned Counsel for the petitioner and Ms. Suruchi Mittal, learned SPC for the respondents.

Rival contentions

11. Appearing for the petitioner, Mr. Pushpam submits that the lien of the petitioner with the CISF was never terminated. Termination of lien, he submits, requires a written order and notice prior thereto. Reliance is placed, in this context, on the judgments of the Supreme Court in *State of Haryana v. Des Raj Sangar*⁶ and *UOI v. V. Ramakrishnan*⁷.

12. It is further submitted that, in rejecting the petitioner's request, the fact that she was unable to obtain confirmation in the Bihar Police only because she was on sanctioned maternity leave has been ignored. The approach of the respondents, therefore, is also contrary to the Maternity Benefit Act, 1961.

13. As against this, Ms. Mittal, appearing for the respondents, submits that the petitioner was relieved from CISF, consequent on her



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technical resignation, on 31 January 2022. The first request for reversion to the CISF was received by her on 4 March 2025. This was beyond the maximum period of three years envisaged by Clause 3.3 (i) of the DOPT OM dated 24 November 2022. It could not, therefore, be acceded to.

14. Ms. Mittal submits that Clause 3.3 of the DOPT OM dated 24 November 2022 does not extinguish lien, but only sets an outer limit within which the request for reversion has to be received by the parent department. This is permissible in law. Moreover, she submits that there is no challenge to the OM dated 24 November 2022.

Analysis

15. Clearly, the controversy involves around interpretation of the DOPT OM dated 24 November 2022, of which the following Clauses are relevant:

“3.1 Lien

3.1.1 Lien is defined in FR 9(13). It represents the right of a Government employee to hold a regular post, whether permanent or temporary, either immediately or on the termination of the period of absence. The benefit of having a lien in a post/service/cadre is enjoyed by all employees who are confirmed in the post/service/cadre of entry or who have been promoted to a higher post, declared as having completed the probation where it is prescribed. It is also available to those who have been promoted on regular basis to a higher post where no probation is prescribed under the rules, as the case may be.

3.1.2. The above right will however be subject to the condition that the junior-most person in the cadre will be able to be reverted to the lower post/service/cadre if at any time the number of persons



so entitled is more than the posts available in that cadre/service.

3.2 Lien on a post

A Government serve who has acquired a lien on a post retains a lien on that post:

- (a) while performing the duties of that post;
- (b) while on foreign service, or holding a temporary post or officiating in another post;
- (c) during joining time on transfer to another post; unless is he is transferred substantively to a post on lower pay, in which case his lien is transferred the new post from the date on which he is relieved on his duties in the old post;
- (d) while on leave; and
- (e) while under suspension.

A Government servant on acquiring a lie on a post will cease to hold any lien previously acquired on any other post.

3.3 Retention of lien for appointment in another Central Government office/State Government

- (i) A permanent Government servant appointed in another Central Government Department/Office / State Government, has to resign from his parent department unless he reverts to that department within a period of 2 years, or 3 years in unless he exceptional cases. An undertaking abide by this condition may be taken from him at the time of forwarding of his application to other departments/offices.
- (ii) The exceptional cases may be when the Government servant is not confirmed in the department/office when he has joined within a period of 2 years. In such cases he may be permitted to retain the lien in the parent department / office for one more year. While granting such permission, a fresh undertaking similar to the one indicates above may be taken from the employee.
- (iii) Timely action should be taken to ensure extension / reversion / resignation of the employees to their parent cadres on completion of the prescribed period of 2/3 years. In cases, where employees do not respond to instructions, suitable action should be initiated against them for violating



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the agreement / undertaking given by them as per (i) and (ii) above and for termination of their lien. Adequate opportunity may, however, be given to the officer prior to such consideration.

(iv) Temporary Government servants will be required to sever connections with the Government in case of their selection for outside posts. No lien will be retained in such cases.

3.4 Termination of Lien

3.4.1 A Government servant's lien on a post may in no circumstances be terminated even with his consent if the result will be to leave him without a lien upon a permanent post. Unless his lien is transferred, a Government servant holding substantively a permanent post retains lien on that post. It will not be correct to deny a Government servant lien to a post he was holding substantively on the plea that he had not requested for retention of lien while submitting his Technical Resignation, or to relieve such a Government servant with a condition on that no lien will be retained.

3.4.2 A Government employee's lien on a post shall stand terminated on his acquiring a lien on a permanent post (whether under the Central Government or a State Government) outside the cadre on which he is borne.

3.4.3 No lien shall be retained:

- a. where a Government servant has proceeded on immediate absorption basis to a post or service outside his service/ cadre/ post in the Government from the date of absorption; and
- b. on foreign service/ deputation beyond the maximum limit admissible under the orders of the Government issued from time to time."

16. The impugned decision of the respondents has been taken in view of the period of three years stipulated in Clause 3.3(i) of the DOPT OM dated 24 November 2022. In doing so, we are of the opinion that the respondents have failed to notice the other Clauses of the OM, which have all to be borne in mind while interpreting the



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OM. Specifically, the decision would have to be taken on a basis of a holistic interpretation and understanding, not merely of Clause 3.3(i) in isolation, but of Clauses 3.1, 3.2, 3.3 and 3.4.

17. Clauses 3.3 and 3.4

17.1 Before proceeding to the principles that emerged when Clauses 3.1 to 3.4 of the OM are seen together, one may advert specifically to the various sub Clauses of clauses 3.3 and 3.4.

17.2 Clause 3.3(i) states that, on appointment to another department, an employee has to resign from the parent department, unless the employee reverts to the parent department within two years or a maximum of three years in exceptional circumstances. An undertaking to this effect is required to be obtained from the employee. It is not in dispute that no such undertaking was provided by the petitioner or sought from her at the time of her appointment in Bihar Police.

17.3 Clause 3.3(ii) explains what would constitute an “exceptional case” for the purposes of Clause 3.3(i). It clarifies that an exceptional case, for the purposes of Clause 3.3 (i), could be said to exist where the employee is not confirmed in the other department within two years. In such cases, the employee may be permitted to retain her, or his, lien with the parent department for one more year. Even in this case, an undertaking is required to be obtained from the employee to that effect. No such undertaking was obtained from the petitioner.

17.4 Clause 3.3(iii) is of considerable significance. It states that



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“timely action *should be taken*” to ensure extension/reversion/resignation of the employee to the parent department on the completion of two/three years. More significantly, it goes on to state that, where the employee does not “*respond to instructions*”, suitable action is to be taken for violating the undertaking provided by the employee in Clauses 3.3 (i) and 3.3 (ii) and for termination of the lien of the employee.

17.5 This Clause indicates, therefore, that it is the employer who has to take action to extend the employee or revert the employee. *The employer has to issue necessary instructions in that regard to the employee, and the question of termination of lien, or taking of any action against the employee, arises only if the employee does not respond to instructions.* It is not in dispute that, in the present case, no such instructions were ever issued to the petitioner.

17.6 Clause 3.4 of the OM is also of significance, while understanding Clause 3.3. *Clause 3.4.(i) proscribes termination of the lien of a government servant even with his consent if the result is to leave him without a lien on a permanent post.*

17.7 Clause 3.4.2 clarifies that the lien of a government servant would stand terminated *only on his acquiring a lien on a permanent post outside the cadre on which he is borne.*

17.8 Clause 3.4.3 envisages two situations in which the lien of a government servant would stand terminated by operation of law.

17.9 The first is where the government servant proceeds on



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immediate absorption basis to another post outside his cadre, from the date of absorption. This is obviously because absorption would entail acquisition of lien by the government servant on the other post. Thus, the government servant cannot hold lien on two posts and he has acquired lien on another post, the former lien would stand terminated.

17.10 The second circumstance envisaged in Clause 3.4.3 of the OM, in which the lien of the government servant, is where the government servant is on a foreign service/deputation beyond the maximum admissible limit. This clause does not concern the dispute at hand.

17.11 Thus, the entire emphasis in the various sub-Clauses of Clause 3.4 is to ensure that a government servant is not left without a lien on a permanent post.

18. The position which emerges on holistic appreciation of Clauses 3.1 to 3.4 of the OM

18.1 When one reads Clause 3.1 to 3.4 of OM in juxtaposition, the following legal position emerges:

(i) Termination of lien is an act of the employer. This is clear from the use of the words “permitted to retain lien in Clause 3.3 (ii)”, “termination of lien” in Clause 3.3 (iii) and “may in no circumstances be terminated” in Clause 3.4 (i).

(ii) All these Clauses envisage the act of termination of lien as an act performed by an employer. It is the employer who permits the employee to retain lien in Clause 3.3 (ii), who



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terminates the lien in Clause 3.3(iii) and who is proscribed from terminating lien in Clause 3.3(i).

(iii) The only circumstance in which lien stands terminated by operation by law, without the employer's intervention, is envisaged in Clause 3.4.2, when the employee acquires lien on a post outside the cadre.

(iv) Clause 3.4.1 makes it perfectly clear that there can be no termination of lien of a government servant, so as to leave her or him, without a lien on a permanent post. Thus, once the government servant acquires a lien on a permanent post, that lien continues, till it is terminated in accordance with the provisions of the OM.

(v) Clause 3.4.1, which proscribes termination of lien of a government servant so as to leave her, or him, without a lien on a permanent post, has to be read with Clause 3.1.1, which defines "lien". Clause 3.1.1 defines "lien" as the right of the government employee to hold a regular post and further clarifies that the lien is enjoyed by all employees who are confirmed on post, service or cadre.

(vi) There is no dispute that, prior to her moving to the Bihar Police, the petitioner was holding a lien in the CISF.

(vii) Clause 3.2 states that a government servant, *on acquiring a lien on a post*, would cease to hold the lien previously acquired on any other post. *This again clarifies that lien on a post can be*



lost, only where the employee acquire lien on another post.

(viii) Clause 3.4.1, which follows, in a way restates the same proposition, i.e. that a government servant cannot be placed in a position where she, or he, does not hold any lien on a permanent post.

18.2 Unlike the legendary Trishanku, therefore, who had to remain in suspended animation between heaven and earth, the OM does not envisage an employee being left without a lien on any post, either the post which she, or he, held earlier, or the post to which she was subsequently appointed. Termination of lien, if at all, has to be after following the procedure envisaged in Clause 3.3(iii) of the OM, which requires

- (i) obtaining undertakings from the employee at the time of her movement to the other post as well as at the end of two years,
- (ii) taking of timely action for reverting the employee to the parent post, or calling on the employee to resign, by issuing *necessary instructions*,
- (iii) omission, on the part of the employee, to respond to the said instructions, and
- (iv) *grant of adequate opportunity to the recalcitrant employee*,

whereafter alone can the lien of the employee in the parent department or office be terminated.

18.3 To reiterate, Clause 3.3, on which the respondent placed



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complete reliance, has to be understood and interpreted in the light of other clauses of the OM. Clause 3.3 (i) states that the government servant has to resign if she, or he, does not revert to the parent department within two or three years. An undertaking is required to be obtained from the government servant to that effect. A fresh undertaking has to be obtained from the officer at the expiry of two years. Clause 3.3 (iii) requires timely action to be taken to ensure extension/reversion/resignation at the expiry of two, or three years. This implies that the said action has to be taken by the employer. The matter is further clarified by the stipulation, in the clause, that if the employee does not respond to instructions, the lien of the employee may be terminated, after grant of an opportunity to the employee. In other words, proximate to the expiry of two or three years, it is the employer's responsibility to issue instructions to the employee either to revert to the parent cadre or to resign. If the employee chooses to neither and does not respond to instructions, the employee, willy nilly, acquiesces to termination of her, or his, lien.

18.4 It is clear that this clause is a near complete answer to the contentions of Ms Mittal. No instructions were ever issued to the petitioner, proximate to the expiry of two or three years, either to revert or to resign. There was, therefore, no disobedience or want of response, from the petitioner, to any instructions as envisaged by Clause 3.3 (ii). Nor was any opportunity extended to the employee, as envisaged by Clause 3.3(iii), before refusing to take her back in the CISF.

18.5 The termination of the petitioner lien was, therefore ex facie in

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breach of Clause 3.3 (iii). In fact, the respondent could not have terminated the petitioner's lien when the petitioner herself was seeking to be reverted to the CISF.

18.6 It is only if the CISF were to have taken timely action to call upon the petitioner to either revert to the CISF or resign, close to the expiry of three years, and the petitioner did not respond to the instructions issued in this regard, that the petitioner's lien could be terminated. The act of refusing to take the petitioner back in the CISF, resulting effectively in termination of her lien, even where the petitioner wanted to be reverted, is in the teeth of Clause 3.3 (iii).

18.7 The impugned action of the respondent also breaches the various sub-clauses of Clause 3.4 as well as Clause 3.2, as they have left the petitioner without any lien on any permanent post. As an employee who (i) held a lien on the post of SI in the CISF prior to her opting to move to the Bihar Police, (ii) did not acquire a lien in the Bihar Police as she was not confirmed therein and (iii) desired to revert to the CISF, the petitioner could not have been denied her request to revert, as it left her without any lien on any permanent post, directly contrary to clause 3.4 of the OM.

18.8 The import of the OM has, to our mind, not been appreciated by the respondents. Lien is sacrosanct. It does not expire or terminate, save as provided by law, in the form of statutory provisions, rules, or executive instructions. It is an indispensable indicium of security of Government service. This is why Clause 3.4(i) does not permit termination of the lien of a permanent, or confirmed, Government



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servant, even on his own volition.

18.9 Refusal to take the petitioner back in the CISF resulted, *ipso facto*, in extinguishing her lien, leaving her without a lien on any post. This is clearly impermissible in law, and is in the teeth of Clauses 3.2 and 3.4 of the OM.

18.10 *Refusal to take the petitioner back in the CISF could only have been after duly terminating her lien, in accordance with the procedure envisaged in Clause 3.3(iii) of the OM.*

18.11 Besides, it is significant that the OM does not envisage any maximum period within which an employee has to apply for reversion to the parent department. It envisages, in Clause 3.3 (i), reversion of the employee to the parent department within a maximum period of three years or resignation of the employee from the parent department. Clause 3.3 (iii), for this purpose, requires the parent department to take timely action to call upon the employee to revert to the parent department. It is only where the employee does not respond to the instructions issued in that regard that the parent department can terminate the employee's lien by refusing to take him back on its ranks.

19. The sequitur

For all these reasons, therefore, we are of the opinion that the impugned decision of the respondents is contrary to the provisions of DOPT OM dated 24 November 2022 and cannot, therefore, sustain.



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20. We are not, therefore, addressing the submissions based on the Maternity Benefit Act which, frankly, appear arguable.

Conclusion

21. For the aforesaid reasons, the communications dated 25 April 2025 and 28 April 2025, issued by the DG, CISF, are quashed and set aside.

22. The petitioner would be permitted to rejoin duties with the CISF.

23. She would also be entitled to continuity in service which would also include fixation of pay, but would not be entitled to any back wages for the period she has not been working with the respondents.

24. The petition is allowed to the aforesaid extent with no orders as to costs.

C. HARI SHANKAR, J.

OM PRAKASH SHUKLA, J.

NOVEMBER 20, 2025/AR/aky/dsn