IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH : NAGPUR.

WRIT PETITION NO. 3067 of 2025

Priyank Mishra s/o Shriram Mishra .. Petitioner

Versus

Union of India, through Secretary, .. Respondents.
Secretary, Department of Revenue and Forest,
Mantralaya, Mumbai and 5 others.

Mr. Mohan Sudame, Senior Advocate a/b Mr. Akshay Sudame, Mr. Akhilesh Potnis and Mr. Ibrahim Fidvi, Advocates for petitioner.
Mr. S. A.Chaudhari, Advocate for respondent no.1.
Mr. Anand Jaiswal, Senior Advocate a/b Mr. N.G.Moharir, Advocate for respondent no.2.
Mr. Onkar Ghare, Advocate for respondent no.3.

CORAM :- ANIL S. KILOR and RAJ D. WAKODE, JJ.
DATE :- 23rd APRIL, 2026.

P. C.

Heard the learned counsel appearing for the parties.

2. The petitioner who joined the services of Coal India Limited on the post of Management Trainee (E&T) in the executive cadre Grade-E-2 on 25.07.2012 and thereafter he promoted upto the post of Deputy Manager (E&T) in the executive cadre Grade E-4 on 28.06.2017, had applied for the post of Deputy Central Intelligence Officer (DCIO) (Technical), Intelligence Bureau, Ministry of Home Affairs, in pursuance to the UPSC advertisement and got selected.

2.1 After shortlisting of the petitioner for interview, he appeared for interview of UPSC for the post of DCIO (Tech.) on 28.10.2021.

2.2 On 05.07.2023 he was informed about his selection as DCIO (Tech) in the Intelligence Bureau. On 29.12.2023 he was recommended by the UPSC and on such recommendations, the Intelligence Bureau, Ministry of Home Affairs, Government of India, extends an offer of appointment to the post of DCIO (Tech) in Intelligence Bureau to the petitioner.

2.3 On 05.01.2024 the petitioner submitted technical resignation from the services of Coal India Limited with a request to release him from 05.04.2024 after serving three months' notice period.

2.4 The respondent no.3 declined the petitioner's request for transfer of the bond from Coal India Limited to the Intelligence Bureau, Ministry of Home Affairs, Government of India. New Delhi.

2.5 Thereafter as per the interim order passed in Writ Petition No. 2300 of 2024, the respondent nos. 2 and 3 facilitated the petitioner for joining the services at Intelligence Bureau without impediment of bond, on 14.06.2024.

2.6 On 27.06.2024, the petitioner was relieved from the services of Coal India Limited and joined the post of DCIO at Intelligence Bureau headquarters, New Delhi on 28.06.2024.

2.7 The request for lien to the post of Manager (E&T) in the Coal India Limited(CIL)/Western Coalfields Limited (WCL) has not been considered and remains pending, which gave cause to petitioner to approach this Court by filing writ petition.

3. The petitioner is praying for declaration that he is entitled for maintenance of lien on the post of Manager (E&T)(E5) at Coal India Limited/WCL for a period of two years in terms of Office Memorandum (OM) dated 20.02.1980. He further seeks declaration that within a period of two years from 28.06.2024 to 27.06.2026 he is entitled to revert back to his parent cadre post Manager (E&T)(E5) at CIL/WCL along with protection of his seniority on substantive basis.

4. In the backdrop of aforemention facts, we have heard the learned Senior Counsel appearing for the respective parties.

5. Shri Mohan Sudame, learned Senior Counsel appearing for the petitioner in support of the prayers made in the petition has drawn our attention to the OM dated 20.02.1980; more particularly, Guideline No.(II), which is relating to maintenance of lien on the post held in the company.

He submits that the aforementioned OM permits maintenance of lien on the post held by the petitioner before joining the post DCIO at IB headquarters, New Delhi. He has further drawn attention of this Court to the reply filed by the respondent no.2; more particularly paragraph 18 by pointing out the amendment to the OM dated 25.09.1991 thereby incorporating the provision for lien. In their OM dated 25.09.1991 Clause (B) was added for maintenance of lien by the employees of CIL. Thus, it is submitted that not only OM dated 20.02.1980 but also OM dated 25.09.1991 permits lien.

6. It is further argued that lien connotes the right of a civil servant to hold the post substantively to which he is appointed. The lien of a government employee in service law is the right of the government employee to hold a permanent post substantively to which he has been permanently appointed. For this purpose he has placed reliance on the judgment of the Hon'ble Supreme Court of India in the case of *State of Rajasthan and anr. vs. S. N.Tiwari and others* reported in ***[(2009) 4 SCC 700]*** and in the case of *L.R.Patil vs. Gulbarga University, Gulbarga* reported in ***[2023 SCC Online SC 1110]***

7. It is further pointed out that the petitioner tendered technical resignation with a request for retention of lien for Coal India Limited for a period of two years with effect from 05.04.2024. Such technical resignation was rejected and the request for retention of lien was not considered vide letter dated 30.01.2024, despite there is a specific provision.

8. Shri Anand Jaiswal, learned Senior Counsel appearing for the respondent-Coal India Limited strongly opposed the present petition. According to him, OM dated 25.09.1991 is applicable for the employees who are on deputation. He further submits that the said Office Memorandum pertains to amendment of Common Coal Cadre regarding provisions for retention of lien in cases of deputation or selection in other Public Sector Undertakings (PSUs). He therefore submits that said OM is not applicable to the petitioner who has been selected and joined as DCIO at Intelligence Bureau headquarters, New Delhi.

9. It is further submitted that the said OM allows lien in case of selection/ appointments in other PSUs and in the Government Department having close dealings with Coal India Limited(CIL) provided the terms are agreed to between the CIL and the borrowing Organization/Government and in such cases the period of lien should not exceed the period for which the employees are appointed in the said PSUs/Government Departments. He submits that there is no close dealings of the CIL with the Intelligence Bureau and therefore, even if it is held that the OM is applicable to the petitioner, still, on this ground, he cannot be granted the benefit of lien as claimed by the petitioner.

10. He further points out that no objection for competing for the post of DCIO (Tech.) in Intelligence Bureau was granted to the petitioner, subject to the condition that if selected, he will have to resign after completion of necessary formalities. It is submitted that the technical resignation submitted on 05.01.2024, was rejected on 30.01.2024. It is therefore argued that in refusing to grant lien, the respondent-CIL has not committed any error.

11. In the light of the rival submissions and having gone through the record, it is evident that the petitioner was initially appointed in the CIL and while in service with CIL, in pursuance of the advertisement issued by the UPSC, the petitioner applied for the post of DCIO (Technical) in the Intelligence Bureau. The petitioner's request for grant of no objection to apply for said post was granted by the CIL, subject to a condition that on selection, he will have to resign.

12. The petitioner was selected as DCIO (Tech.) and there was a hurdle in joining and therefore Writ Petition No. 2300 of 2024 was filed by the petitioner. In view of the interim order passed in the aforesaid writ petition, the respondent nos. 2 and 3 facilitated the petitioner to join on the post of DCIO (Tech). However, it is the case of the petitioner that since a question about grant of lien was not decided, he required to approach this Court by way of present writ petition.

13. Reliance placed by the petitioner on OM dated 20.02.1980 and OM dated 25.09.1991, no doubt permits maintenance of lien by the employee. However, the language of OM dated 20.02.1980 makes it clear that such power is discretionary. Moreover, nothing has been pointed out to show that there was any contract or there is any such clause of lien in the appointment order.

14. If the OM dated 25.09.1991 is considered wherein Clause (B) relating to lien was incorporated by way of amendment, such Clause says that 'the lien will be allowed in case of selection/appointments in other PSUs and in the Government Departments having close dealings with CIL, provided the terms are agreed to between the CIL and the borrowing Organisation/Govt. and in such cases the period of lien should not exceed the period for which the employees are appointed in the said PSUs/Govt. Departments.

15. From the above Clause, it is evident that there is a provision of lien exists for the employees of CIL/WCL; however, there is a rider that the PSUs or the Government Departments wherein selection/appointment is made must be having close dealings with the CIL.

16. In the present matter, nothing has been brought on record to show that the Intelligence Bureau has any such close dealings with the CIL. On the contrary, the CIL on affidavit has categorically stated that there is no close dealing of the CIL with the Intelligence Bureau.

17. The Hon'ble Supreme Court of India in the case of *State of Rajasthan* (supra) while holding that the lien in service is right of Government employee, has held thus in paras 17 to 21.

> *17. It is very well settled that when a person with a lien against the post is appointed substantively to another post, only then he acquires a lien against the latter post. Then and then alone the lien against the previous post disappears. Lien connotes the right of a civil servant to hold the post substantively to which he is appointed. The lien of a government employee over the*

> *previous post ends if he is appointed to another permanent post on permanent basis. In such a case the lien of the employee shifts to the new permanent post. It may not require a formal termination of lien over the previous permanent post.*
> *18. This Court in Ramlal Khurana v. State of Punjab observed that: (SCC P.102, Para 8)*
> *"8.... Lien is not a word of art. It just connotes the right of a civil servant to hold the post substantively to which he is appointed."*
>
> *19. The term "lien" comes from the Latin term "ligament" meaning "binding". The meaning of lien in service law is different from other meanings in the context of contract, common law, equity, etc. The lien of a government employee in service law is the right of the government employee to hold a permanent post substantively to which he has been permanently appointed. (See Triveni Shankar Saxena v. State of UP)*

18. There cannot be any dispute about the law laid down in the above referred judgment that the lien of Government servant in service law is a right of the Government employee to hold permanent post substantively to which he has been permanently appointed.

19. Thus, we are of the opinion that in tune with the well settled law as regards lien, the CIL made a provision in OM dated 25.09.1991 by amendment giving such right to its employees to maintain lien. However, it is subject to a condition which is stipulated in the same. As we have discussed, the condition is to have close dealing of the CIL with PSUs or Government Department where selection/appointment is made of any employee.

20. Admittedly, the Intelligence Bureau has no close dealings with the CIL and therefore, the benefit of maintenance of lien has been denied to the petitioner. The restriction imposed as regards the application of the provision of lien in the OM dated 25.09.1991 has not been challenged in this petition on the ground that such restriction is arbitrary or violative of Article 14 of the Constitution of India or violation of right of employee to maintain a lien.

21. In the circumstances, we are of the opinion that in view of amended OM dated 25.09.1991 the petitioner is not entitled for grant of lien. Hence, we do not find any merit in the present writ petition. Accordingly, it is dismissed. No order as to costs.

(RAJ D. WAKODE, J.) (ANIL S. KILOR, J.)

Andurkar.

Signed by: Jayant S. Andurkar
Designation: PA To Honourable Judge
Date: 28/04/2026 17:52:02