



\$~7

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

+ **W.P.(C) 11789/2025, CM APPL. 48162/2025**

BALRAM SHARMA & ORS.

.....Petitioners

Through: Mr. Vishal Tewari, Mr. Abhimanyu
and Mr. Abhishek Bhushan,
Advocates.

versus

UNION OF INDIA & ORS.

.....Respondents

Through: Mr. Rajesh Kumar Gautam, Mr.
Deepanjal Choudhary, Ms. Azal
Aekram and Ms. Likivi K. Jakhalu,
Advocates for Bank.
Dr. Monika Arora, CGSC with Ms.
Subhrodeep Saha, Ms. Anamika
Thakur and Mr. Abhinav Verma,
Advocates.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

27.04.2026

%

1. This writ petition has been filed by twenty-two Petitioners, who are employees of the Department of Posts. They were initially engaged as Gramin Dak Sevaks,¹ and were subsequently selected and engaged as GDS Executives with India Post Payments Bank/Respondent No. 3² pursuant to Advertisement No. IPPB/HR/CO/REC/2022-23/01, issued for engagement of eligible GDS personnel. The engagement was for a fixed tenure of two

¹ "GDS"

² "IPPB"



years, extendable by one year, on a consolidated remuneration of ₹30,000/- per month.

2. As per the terms of the advertisement, particularly Clause 9.3, the engagement was stipulated to be purely temporary and did not confer any right of permanent absorption in IPPB. Upon completion of the stipulated tenure of 2+1 years, the Respondents initiated steps for repatriating the Petitioners to their original positions as GDS under the Department of Posts. In furtherance thereof, lists of candidates proposed to be repatriated were circulated, indicating the Petitioners' names and their respective dates of repatriation.

3. The Petitioners, aggrieved by the proposed repatriation, filed this petition, invoking the jurisdiction of this Court under Articles 226 and 227 of the Constitution of India.

4. It is averred that the Petitioners possess qualifications substantially higher than the minimum eligibility prescribed for the post of GDS, with several of them holding degrees in engineering, science, commerce and management. It is further stated that the Petitioners have rendered continuous service exceeding five years, including their tenure as GDS and as GDS Executives with IPPB.

5. Reliance is placed on communication dated 10th April, 2023 issued by the Respondents, which contemplates that Level-0 posts may be filled from eligible GDS officials having requisite experience. The Petitioners assert that in view of their experience and qualifications, they are entitled to be considered for such posts, instead of being repatriated to their earlier positions.

6. The Petitioners further contend that during their engagement as GDS



Executives, the provisions relating to annual increments and performance-based incentives, as contemplated under Clause 2.2 of the advertisement, were not implemented. It is urged that the proposed repatriation would not only result in a substantial reduction in remuneration but would also adversely impact their career progression.

7. On the aforesaid basis, the Petitioners seek, *inter alia*, quashing of the repatriation process and the lists circulated by the Respondents, as well as a direction to consider them for appointment to posts commensurate with their qualifications and experience, along with grant of consequential benefits.

8. The Court has been informed that during the pendency of the present proceedings, the process of repatriation has already been effected and the Petitioners stand reverted to their original positions as GDS under the Department of Posts. The reliefs as originally framed were premised on a proposed action; however, the said action having since attained finality, the challenge, in its original form, no longer survives for consideration.

9. Nonetheless, counsel for the Petitioners submits that notwithstanding the fact that the repatriation has already been effected, the Petitioners are not denuded of their right to seek appropriate relief in these proceedings.

10. The Court is not persuaded by the submissions advanced by the Petitioners. The engagement of the Petitioners as GDS Executives was governed by the stipulations contained in the advertisement. The relevant clauses of the advertisement are extracted hereinunder:

“C. TENURE OF ENGAGEMENT

1. *The tenure of engagement shall be for two (2) years and further extendable by one (1) year, subject to satisfactory performance, if required, as per the Bank’s business requirements and in the exigencies of public services.*
2. *Business Performance shall be reviewed every six months. In case*



Performance is found dissatisfactory over two consecutive reviews, the engaged GDS may be repatriated after serving one-month notice.

...xx...xx...xx...

9. CODE OF CONDUCT

9.1 A GDS engaged shall continue to be governed by the GDS (Conduct and Engagement Rules) 2020. In case a GDS engages in misconduct during his/her tenure at IPPB, IPPB will raise the issue with concerned authority at DoP and suitable action, including repatriation, may be undertaken as per applicable rules.

9.2 In cases where repatriation is done on account of indiscipline, misconduct, insubordination, unruly /violent behaviour, IPPB shall transfer all records and evidence of the erring GDS (if any) to the parent organization.

9.3 This engagement shall be for a fixed tenure, as stipulated in Para 3 above, and the candidates shall not be eligible for regular absorption in IPPB.

9.4 IPPB shall reimburse the proportionate discharge benefits including DoP subscription to NPS etc. to DoP for the period for which the GDS serves at IPPB. This reimbursement shall be made every year on the last date of financial year i.e. 31st March."

11. Paragraph C of the advertisement unequivocally stipulates that the engagement shall be for a fixed tenure of two years, extendable by one year. Further, Clause 9.3 expressly provides that such engagement shall not confer any right of absorption. The stipulation regarding repatriation upon completion of the tenure thus forms an integral part of the scheme and was clearly within the knowledge of the Petitioners at the very inception of their engagement. Consequently, upon exhaustion of the tenure of 2+1 years, the reversion of the Petitioners to their parent cadre was a contemplated and inevitable outcome of the governing terms.

12. In this backdrop, this Court is unable to discern as to how the Petitioners can contend that the entire repatriation process is misconceived or arbitrary. The Petitioners, having applied pursuant to the advertisement, participated in the selection process, and accepted the engagement with full



awareness of its terms, cannot now be permitted to assail the very conditions on which they availed the benefits of such engagement. Having enjoyed the emoluments and status attached to the post during the tenure, a challenge to the governing terms at a subsequent stage is, in the opinion of this Court, wholly untenable.

13. The reliance placed by the Petitioners on the communication dated 10th April, 2023 also does not advance their case. The said communication, *inter alia*, contemplates that “*L-0 posts may be filled up from eligible GDS officials with five years service in the department*”. This stipulation is, however, enabling in nature and does not *ipso facto* confer a vested or enforceable right of appointment. Consideration for such posts remains subject to fulfilment of eligibility conditions, availability of vacancies, and compliance with the prescribed selection procedure. The Petitioners’ claim, that they are entitled to be considered for such posts, instead of being repatriated to their earlier positions, seeks to convert a zone of consideration into an entitlement, which cannot be countenanced.

14. In view of the above, the Court finds no merit in the present petition and the same is dismissed, along with pending application(s), if any.

SANJEEV NARULA, J

APRIL 27, 2026

nk