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

+ W.P.(C) 14060/2025 and CM APPL. 57691/2025

MRS SUSHILA VEL

.....Petitioner

Through: Mr. Ankur Chhibber, Advocate.

versus

AIRPORT AUTHORITY OF INDIA & ORS.Respondents

Through: Mr. Digvijay Rai, Standing Counsel for AAI with Mr. Archit Mishra, Mr. Abhishek Singh, Advocates with Hira Lal P., DGM (HR), AAI, Ms. Seema Sharma, AGM (HR), AAI, Mr. Jayesh Bhargava, JE(Law) Officer, Ms. Tanya Rohilla, Manager (Law) with Mr. Chander Prakash Khurana, Sr. Supdt. (HR).

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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17.09.2025

1. Issue notice. Mr. Digvijay Rai, learned Standing Counsel, accepts notice on behalf of the respondents.
2. The petitioner, who is an employee of respondent No. 1 – Airport Authority of India [“AAI”], challenges an order dated 27.08.2025, by which she has been transferred from the Corporate Headquarters [“CHQ”] of AAI in New Delhi to the Civil Aviation Training College at Prayagraj, Uttar Pradesh, consequent upon her promotion from the post of Manager (PS) to the post of Senior Manager (EA). The impugned order



states that her promotion will be effective from the date she takes over charge. Paragraph 2 of the impugned order stipulates that the officer must assume charge of the post by 18.09.2025, failing which she will be debarred from promotion for a further period of two years.

3. On the first date of hearing, i.e. 12.09.2025, the Court specifically permitted AAI to take a decision on the petitioner's representation against the transfer order. A copy of the decision taken on 16.09.2025 has been handed up in Court, and is taken on record.

4. For the present, the Court is required to consider whether the petitioner has made out a *prima facie* case for grant of interim relief against transfer. In general, the writ Court is reluctant to interfere with a transfer order, as transfer is considered an incidence of service. The limited grounds upon which interference is, however, warranted are violation of the organisation's own transfer policy and *mala fides*.

5. The adjudication of the present matter will therefore rest on an interpretation of the AAI Transfer Policy dated 27.02.2018 ["Transfer Policy"]. For the present purpose, the relevant clauses of the Transfer policy cited by learned counsel for the parties, are as follows:

"4. GENERAL GUIDELINES

4.1 Except in cases where operational/administrative reasons warrant, transfers shall normally be avoided. Transfers when made shall be in accordance with the seniority in stay at the station in the region.

xxx

xxx

xxx

4.16 Executives or Non-Executives who are posted in one station for more than 15 years, are also liable to be transferred to other station as per requirement.

xxx

xxx

xxx

6. TRANSFER ON PROMOTION

Transfer on promotion may be avoided to reduce financial burden on AAI. Official so promoted be transferred according to the



*transfer seniority in the promoted posts. **[This clause shall apply to personal staff namely Stenographers and Private Secretary or Executives in the Secretarial Cadre are also liable for transfer as per transfer seniority]***

7. TRANSFER TO HOME TOWN

7.1 Persons who are within 3 years of reaching the age of superannuation shall be posted as far as possible in or nearer to their home town, provided a request is received from the concerned official for posting to home town/opted station. The cutoff date for determining 3 year period will be taken as 31st March.

7.2 In the event of transfer consequent to promotion, the above provision shall not apply.

7.3 **When a person is due to retire within 3 years and could not be accommodated nearer to the home town, he may be exempted from transfer during the last 3 years of service before retirement.**

Note: The facility of transfer to home town or nearest station thereof when in the superannuation zone, will not apply to officers who for personal reasons have on their request been given deferment/ cancellation/exemption of transfer to out of region/tenure station during their regular turn till they fulfill the requirements of the same.”

[Emphasis supplied.]

6. The principal contention of Mr. Ankur Chhibber, learned counsel for the petitioner, is that the petitioner’s transfer is in violation of Clause 6, 7.1 and 7.3 of the Transfer Policy. In support of this submission, Mr. Chhibber points out that the petitioner is due to retire in April 2027, and is therefore left with less than three years of residual service. He also submits that the petitioner has been singled out for transfer, pointing out that, in the impugned order itself, three other similarly situated employees have been promoted to the post of Senior Manager (EA), but they have been retained in CHQ. In fact, it is his contention that out of 10 promotees, only two have been transferred on promotion, including the petitioner.



7. Mr. Rai, however, submits that transfer on promotion is not covered by the restrictions of the Transfer Policy, including Clause 7.3. He relies upon the judgment of this Court in *Sumit Dagar vs Union of India & Ors.* [W.P.(C) 12441/2022, decided on 01.11.2022] for this purpose. He also relies on Clause 7.2, as also Clauses 4.1 and 4.16 of the Transfer Policy, to justify the petitioner's transfer. In the petitioner's case, Mr. Rai submits that she has been posted at the same station for the entire period of her service since 1992.

8. Mr. Rai also points out that the petitioner has instituted a suit in the Patiala House Courts [Civil Suit No. 276/2020] against a society by the name of AAI Officer's Institution, and the Member (HR) of AAI, who is the President of the said Society. Although the suit concerns certain membership related disputes with regard to the Society, Mr. Rai submits that the petitioner had filed an application under Order 39 Rules 1 and 2 of the Code of Civil Procedure, 1908, seeking an injunction against defendant No. 2 therein [who was the Member (HR) in AAI], from taking any coercive steps against her, expressly including transfer. He submits that filing of the present writ petition, without reference to the aforesaid suit, in which the petitioner has failed to obtain any orders, is *mala fide* and tantamount to suppression of material facts.

9. As far as the provisions of the Transfer Policy are concerned, it may be noted that the Transfer Policy does not expressly deal with "*Transfer on Promotion*", except in Clauses 6 and 7.2. No other clause with regard to transfer on promotion has been cited by learned counsel on either side. Clause 6 of the Transfer Policy applies to personal staff, namely Stenographers and Private Secretaries or Executives in the



Secretarial Cadre. The petitioner is, admittedly, in the Secretarial Cadre. It therefore *prima facie* appears that Clause 6 of the Transfer Policy would apply to her. The said Clause, far from requiring transfer on promotion, in fact, states that such transfer should be avoided to reduce financial burden on AAI. However, it does permit transfer, according to transfer seniority in the promoted post.

10. Clause 7 of the Transfer Policy contains further provisions with regard to employees, who are within three years of superannuation. Clauses 7.1 and 7.2 provide that such employees can request transfer to their hometown or opted station, but this provision does not apply to transfer on promotion. The petitioner's case does not fall within Clauses 7.1 or Clause 7.2 of the Transfer Policy, as she has not requested any transfer to her hometown or otherwise. Clause 7.3 of the Transfer Policy, however, provides that a person with less than three years' residual service, if not accommodated near their hometown, may be exempted from transfer during the last three years of service. The petitioner is, admittedly, within the three years' zone from superannuation. With reference to the Note below Clause 7.3 of the Transfer Policy, Mr. Rai points out that the petitioner made no request for exemption from transfer in the last three years of her service.

11. While an authoritative interpretation of these clauses of the Transfer Policy will have to await a final adjudication, it appears *prima facie* that Clause 7.3 of the Transfer Policy would apply. It is not expressly restricted to cases where a request has been received. It may be noted that Clause 7.2 does not exempt operation of Clause 7.3, but only of Clause 7.1.



12. Mr. Rai also refers to Clauses 4.1 and 4.16 of the Transfer Policy. Clause 4.1 discourages transfer, except where operational or administrative reasons warrant, and then too, in accordance with the seniority in stay at the station. Clause 4.16 further provides for transfer of persons posted in one station for more than 15 years. The reconciliation of the said clauses, with Clauses 6 and 7.3 of the Transfer Policy requires further consideration.

13. For the purposes of a *prima facie* consideration, as Clause 6 of the Transfer Policy specifically deals with transfer on promotion, and applies expressly to employees in the secretarial staff, and Clause 7.3 to persons due to retire within three years, these clauses are, in my view, closer to the facts of the present case.

14. Mr. Rai has also handed over a Circular dated 27.05.2015, which refers to an earlier Circular dated 27.02.2014 and states that in promotional cases, exemption may be granted from transfer in case the remaining service is not more than one year from the crucial date of Departmental Promotion Committee [“DPC”] to the next date of DPC. The said Circular pre-dates the Transfer Policy of 2018, which admittedly applies in the present case and is, therefore, of no assistance to AAI.

15. Mr. Rai’s reliance on the judgment in *Sumit Dagar* is also unhelpful. The judgment did not consider a person in the secretarial cadre, or the effect of residual service prior to superannuation on an employee’s liability to transfer. While it deals generally with the applicability of the transfer policy to a transfer on promotion, it does not specifically consider the aforesaid clauses, which in my *prima facie* view, govern the petitioner’s case.



16. Turning now to the petitioner's allegation of *mala fide* based on non-promotion of other promotees, the order of AAI dated 16.09.2025 reads *inter alia* as follows:

"2(ii) Your contention that 9 persons senior to you have not been transferred is incorrect. It is also intimated that the seniority list referred by you is used solely for DPC/promotion purposes. However, transfers are done on the basis of the Transfer Seniority. According to the extant transfer seniority of Northern Region, you are positioned at No.5 amongst the promoted Managers(PS).

Promotion orders in reference of 10 Managers(PA) have been issued. The first promotee, Shri Bhushan V. Chavan, being the senior most in the transfer seniority of Western Region, has been transferred from Mumbai to Goa and he has already joined at his transferred place of posting ie. Goa Airport. The second promotee, Smt. Lalita Rani, the senior most in the transfer seniority of Northern Region, amongst the promoted Managers(PS) is superannuating in May 2026, left. with less than one year service from the crucial date of DPC to the next date of DPC i.e. 31.12.2026 in terms of CHRM circular 5(a)/2014 dated 27.05.2015 read with CHRM Circular No. 02/2023 dated 09.01.2023; therefore she has been retained at the same station ie. RHQ,NR, Delhi. The third promotee, Smt. Nema Siddiqui, is at 9th position in the transfer seniority of NR, who is much junior to her. Moreover, she has been granted exemption on self-medical ground (Cancer Patient) as per Clause 10.6 of AAI transfer policy. The fourth promotee, Shri Sanjiv Bakshi, is at position 7 and junior to her. Further, his wife is also working in AAI and posted at Delhi. Therefore, he has been transferred from CHQ to RHQ,NR and retained at Delhi on spouse ground as per Clause 10.8 of AAI transfer policy. The fifth promotee, Ms. Sulekha Sethi, who is positioned at no. 8 and is also junior in the transfer seniority. Accordingly, she has been retained at CHQ. Moreover, she had already been transferred from RHQ NR to CHQ in 2011. The sixth promotee, Ms. Anju Anand, who is at positioned at no. 2 in the transfer seniority has been retained on sympathetic and humanitarian grounds due to death of her daughter. The seventh promotee, Smt. Raj Kanwal, is at positioned at 3 and Shri Hari Prakash, positioned at no. 4 in the transfer seniority list, are due to superannuate in December, 2026 and July, 2026 respectively and both are having less than one year of service left in terms of above mentioned circulars dated 27.05.2015 and 09.01.2023. The ninth promotee Ms. Kusum Sharma, is positioned at no. 6 and junior to her in the transfer seniority. Further, her spouse is also a government servant and is posted in Delhi. As such she has been retained at Delhi on spouse ground as per CHRM Circular No.



09/2015 dated 30.07.2015.”

17. The order makes a distinction between the seniority list used for DPC/promotional purposes, and the “*Transfer Seniority*” of an employee. The concept of transfer seniority is, according to Mr. Rai, referred in Clause 6 of the Transfer Policy. Be that as it may, the distinction will have to be explained in greater detail by AAI in its counter affidavit.

18. From the order passed by AAI, it appears that only one of the nine other promotees has, in fact, been transferred. Even according to AAI, the petitioner is at transfer seniority No. 5 in the Northern Region, and the four persons senior to her have been retained due to having less than one year residual service, or on sympathetic grounds. In this context, it may be noted that in one of those cases, the officer is retiring only in December 2026, but it is the contention of AAI that the period of residual service is to be calculated from the date of the DPC, which in the present case is 31.12.2025, until the next DPC. I am unable to appreciate, at least at this stage, the manner of calculation of residual service, taken from a future date of DPC until one year thereafter. These are all matters, which require further adjudication.

19. As far as the civil suit filed by the petitioner is concerned, a copy of the plaint and the application has been handed up in Court. The suit was filed in the year 2020 and mainly concerns a dispute with regard to the use of the facilities of the defendant-Institute. The injunction against transfer was sought on the apprehension that the President of the Institute, who is also in charge of Human Resources in AAI, may take *mala fide* and vindictive action against the petitioner on the ground of the disputes raised in the suit. It would have been appropriate for the petitioner to have



disclosed the filing of the suit and the application made therein. However, at this stage, I am not inclined to decline interim relief on that ground. The cause of action in the suit was substantially different from the cause of action in the present petition.

20. For the reasons aforesaid, the petitioner has, in my view, made out a *prima facie* case.

21. Having regard to the aforesaid facts, the balance of convenience is also in favour of limited interim relief. For the present, therefore, subject to further orders to be passed in the writ petition, it is directed that the respondents will not insist upon the petitioner taking charge of the transferred post until the next date of hearing in the writ petition. The petitioner will, for the present, remain posted in CHQ, and further consequential orders may be passed, depending upon the outcome of the writ petition.

22. Counter affidavit be filed within four weeks. Rejoinder thereto, if any, may be filed within two weeks thereafter.

23. List on 10.11.2025, in the category of “*For Admission*” matters.

PRATEEK JALAN, J

SEPTEMBER 17, 2025

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