

IN THE HIGH COURT AT CALCUTTA
[CIRCUIT BENCH AT PORT BLAIR]

WPA/356/2026

Mr. K. Abdul Rahim

Vs

The Zonal Manager and Others

Mr. K. Mohammed Sheheer ... for the petitioner

Mr. Shiv Mangal Singh ... for the respondents
(Through Virtual Mode)

July 13, 2026
[AKB]
Item No.13

1. This writ petition assails a transfer order dated May 22, 2026 issued by the Bank whereby the petitioner has been transferred to Mannady Branch as also the disciplinary proceedings initiated against the petitioner by issuance of charge sheet dated June 24, 2026.
2. The petitioner is an employee of the respondent bank. The petitioner had been discharging his duties in the post of Branch Manager at Andaman and Nicobar Islands after being transferred from West Bengal upon the petitioner's request for repatriation.
3. By the impugned transfer order, the petitioner has been transferred from Andaman and Nicobar Islands to the Mannady Branch at Chennai after the petitioner has completed one year and two days at Port Blair.
4. Feeling aggrieved by such transfer, the petitioner made a representation on June 01, 2026 by uploading the same on the Grievance Redressal Portal of the Bank. According to the petitioner, the said representation remains pending.

5. Subsequently, on June 03, 2026 the petitioner fell ill and the doctor advised him rest for seven days. Documents from the Directorate of Health Services, Andaman and Nicobar Islands, Port Blair have been annexed to the writ petition to demonstrate that the petitioner was under treatment and had been advised rest for a week. A copy of the medical prescription of PHC, Wimberlygunj dated June 03 2026 also forms part of the writ petition.

6. The petitioner did not join duty at the transferred place in terms of the transfer order. Subsequently, on June 08, 2026 a letter was issued to the petitioner by the Deputy Zonal Manager of the respondent Bank calling upon the petitioner to offer an explanation as regards his unauthorized absence from duty and failure to join the new place of posting.

7. The petitioner responded to the said letter by a letter dated June 15, 2026 mentioning therein that the petitioner had made a representation airing his grievances before the competent authority. It was asserted that the petitioner could not join the transferred place of posting because of the petitioner's ill health and not owing to any mal intent.

8. Subsequently, a memorandum of charges dated June 24, 2026 was issued to the petitioner calling upon him to answer the same. It is noted that the charge sheet essentially arraigns the petitioner for not joining the transferred place of posting in terms of the transfer order.

9. Mr. Sheheer, learned Advocate appearing for the petitioner submits that the respondent bank authorities have

acted illegally in issuing charge sheet against the petitioner without first disposing of the petitioner's representation against the transfer order that had been made on June 01, 2026.

10. Relying on the Transfer Policy for Officers upto Scale III of the bank, it is submitted that ordinarily, an officer is entitled to remain at a place for three years before being transferred to another place. It is submitted that the petitioner's transfer from Andaman and Nicobar Islands to Chennai after a period of one year and two days is in stark violation of such provision of transfer.

11. It is next submitted that any employee of the bank, is entitled to avail of sick leave and going by the convention the employee concerned is required to produce documents in support of the illness and a fitness certificate on the date of joining when, the employer bank could permit the employee to join upon sanctioning leave for the period of absence on medical grounds.

12. In such connection, he refers to Regulation 34 of the Indian Bank Officers Service Regulations, 1979.

13. Mr. Singh, learned Advocate appearing for the respondent bank submits that the petitioner has suppressed the fact that the petitioner's representation against transfer was closed on June 18, 2026 and the petitioner was intimated thereby to approach the Zonal Office or the FGM Office through proper channel seeking redressal of his grievances.

14. He next submits that in terms of the transfer policy, the bank has discretion to direct transfers of its employees even

before completion of the minimum tenure depending on business requirements and administrative exigencies.

15. Mr. Sheheer in reply submits that his client is not in the know of any such order closing the petitioner's representation against the transfer order. It is submitted that as per the bank's own showing, the closure was communicated only through the HRM portal on June 18, 2026 and since the petitioner stood relieved from the branch on June 02, 2026, therefore, the petitioner did not have access to HRM portal at all.

16. Heard learned Advocates appearing for the respective parties and considered the material on record.

17. It is noticed that the order of transfer was served upon the petitioner on May 22, 2026. The petitioner represented against the order of transfer on June 01, 2026. The medical documents annexed to the writ petition suggest that the petitioner fell ill on June 03, 2026 and he was advised rest for a period of seven days. Assuming all of these to be correct, there was no impediment on the part of the petitioner to join his duties after expiry of the period of seven days from June 03, 2026. There is no document on record to indicate that the petitioner was ill even after that period.

18. On June 08, 2026 the petitioner received a letter calling for an explanation as aforesaid. The same was replied by the petitioner on June 15, 2026 which again is a date post the date on which the period prescribed by the petitioner's physician for rest, ended.

19. It is well settled that transfer is an incident of service and a person does not have any right to continue service at a particular place or a specific location.

20. It is the petitioner's contention that the petitioner could not join since the petitioner's representation against the transfer order remained pending. Such a situation, *prima facie* is not supported by the Transfer Policy. The Transfer Policy provides a window of fifteen days to an employee to represent against the transfer order and thereafter a further period of fifteen days remains with the employer bank to dispose of the representation against transfer. If the petitioner's assertion is assumed to be correct then in that case an employee under order of transfer would not be required to join the transferred place of posting at least for a period of one month from the date of issuance of transfer order which is *prima facie* absurd. In such view of the matter this Court is not inclined to pass any order of stay of the transfer order.

21. Insofar as the disciplinary proceedings are concerned, it is now well settled that an employer is entitled to initiate disciplinary proceedings against an employee for violation of orders of transfer as such act may amount to insubordination, willful disobedience or unauthorized absence from duty.

22. It is equally well settled that upon a transfer order being passed/made an employee is required to join the transferred place of posting in terms of the transfer order unless there is an order of stay passed by the competent Court of law interdicting transfer.

23. In the present case, there was no stay of the transfer order in operation. The petitioner has already been served with a memorandum of charges.

24. It is submitted by Mr. Sheheer that the petitioner has replied to the charge sheet. This Court does not find any reason to stay the disciplinary proceeding inasmuch as, it is equally well settled that a charge sheet does not give rise to a cause of action. (See: Union of India vs. Kunisetty Satyanarayana (2006) 12 SCC 28).

25. A charge sheet can be interfered with in the interim with or stayed only in cases where a strong *prima facie* case of complete lack of jurisdiction to issue the charge sheet is made out. Such is not the case here.

26. However, it is clarified that this order shall not prevent the petitioner to join the transferred place of posting in terms of the rules governing the terms and conditions of service of the petitioner in the bank.

27. The Bank is directed to serve the petitioner through the petitioner's e-mail the letter showing closure of his representation against transfer so that the petitioner may take appropriate steps for ventilating his grievances. If any representation is made by the petitioner following the appropriate mode, the bank shall deal with the same and pass appropriate order in accordance with the transfer policy.

28. As prayed for, let affidavit-in-opposition to this writ petition be filed within three weeks from date. Affidavit-in-reply thereto be filed within two weeks thereafter.

29. List this matter before the next Circuit Bench available immediately after the expiry of the time fixed for exchange of affidavits.

(Om Narayan Rai, J.)