



2026:DHC:8416-DB



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

CNR No. DLHC010462422026

+ **W.P.(C) 14232/2026 & CM APPL. 66589/2026 and CM APPL. 66590/2026**

BHARAT SANCHAR NIGAM LIMITED

.....Petitioner

Through: Mr. Ashok Kumar Poddar and
Ms. Sneha Poddar, Advs.

versus

SUNIL KUMAR GUPTA

.....Respondent

Through: Mr. Saaket Jain, Ms. Shivangi
Anand and Mr. Ankur Singhal, Advs.

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

HON'BLE MS. JUSTICE NIVEDITA ANIL SHARMA

JUDGMENT (ORAL)

% **25.09.2026**

C. HARI SHANKAR, J.

1. This writ petition assails order dated 22 April 2026 passed by the Central Administrative Tribunal¹ whereby OA 3667/2025, filed by the respondent, challenging his transfer from the Corporate Office of the Bharat Sanchar Nigam Ltd at Delhi to the Gujarat Circle has been allowed.

2. The Tribunal has, in passing the said order, placed reliance on

Signature Not Verified¹ "the Tribunal" hereinafter

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Rule 10(A)(4) of the Bharat Sanchar Nigam Limited (Recognition of Executive Association) Rules 2014², which reads as under:

“10(A) Facilities to be extended to the Support Association: The following facilities will be extended to the Support Association during the period of recognition:-

(4) The concession of immunity from transfer from the CHQ/Circle/SSA is applicable to the General Secretary, Assistant General Secretary and Financial Secretary (or Treasurer) upto the recognition period of the concerned Association as Support Association, irrespective of the post held or the cadre to which he/she belongs. The facility enjoyed once at any level, viz. CHQ/Circle/SSA, will not be available for the second time at the same level either in the same Association or in any other Association, in case the incumbent so joins another Association.”

3. Solely on the basis that the respondent, having been elected as the Assistant General Secretary of the BSNL Executive Association³, the Tribunal has proceeded on the premise that the respondent had an absolute immunity from transfer during the currency of his membership of the Association.

4. On this sole ground, the order transferring the respondent from Delhi to Gujarat has been set aside.

5. We may note, here, that the respondent has been serving at Delhi for almost 25 years before the impugned transfer order was passed.

6. Another factor which is required to be noted is that, against the

² “the Rules” hereinafter

³ “the Association” hereinafter



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transfer order, the respondent had earlier approached the Tribunal by way of OA 2449/2025, which was disposed of, by the Tribunal, with a direction to the BSNL to decide the representation preferred by the respondent by a reasoned and speaking order. In compliance with the said direction, the BSNL passed a speaking order on 15 September 2025, rejecting the respondent's representation. Para 12 of the said order read thus:

"12. With regards to his claim the executive has joined the association w.e.f 22.04.2025 i.e. just before the issuance of the annual order dated 02.05.2025. The process of transfer and posting was initiated in the month of March 2025. As per past practice during 2023 & 2024 the long stayee executives were considered for transfer to balance the manpower across various circles on PAN India basis. Following this practice, the process of transfer and posting was initiated in the month of March 2025 & Sh. Sunil Kumar Gupta was aware about his transfer being among the long stayee in BSNL CO. It is obvious that to avoid his transfer he got elected in the association on 22.04.2025 i.e. just before the issue of transfer order dated 02.05.2025. In the said order BSNL has issued annual transfer and posting across PAN India basis."

7. Additionally, in the said order, it has been stated that the respondent's transfer was one of many routine transfers effected by a common order in administrative exigencies.

8. Aggrieved by the decision of the Tribunal to set aside the respondent's transfer, the petitioner has approached this Court by means of the present writ petition.

9. We have heard Mr. Ashok Kumar Poddar, learned Counsel for the petitioner and Mr. Saaket Jain, learned Counsel for the respondent at length.



10. Mr. Poddar has drawn our attention to “Consolidated instructions on the facility of immunity from transfer extended to recognized representative associations and support associations” issued by the BSNL on 11 September 2020. Para 2.5 thereof reads as under:

“2.5 The concessions are not guaranteed and cannot be claimed as a matter of right. They are always subject to administrative exigencies.”

11. Thus, submits Mr. Poddar, the immunity from transfer to the members of the Association was not absolute but was subject to administrative exigencies. Inasmuch as the transfer of the respondent to Gujarat was to cater to administrative exigencies, Mr. Poddar submits that the Tribunal was in error in setting it aside. He draws attention to the fact that there is no reference, in the impugned order of the Tribunal, to para 2.5 of the instructions dated 11 September 2020.

12. Mr. Poddar has, fairly, also drawn our attention to a subsequent Circular dated 24 December 2020 issued by the BSNL, clarifying the afore-extracted para 2.5. The concluding paragraph of the said Circular dated 24 December 2020 reads thus:

“It is further clarified that the said provision contemplates a situation which may arise, when Management may not be in a position to extend the facility to any office bearer due to administrative exigencies. However, the decision of not extending the immunity to any eligible office bearer should be resorted to only in an exceptional situation and after placing such proposals with full justification for prior information to CGM concerned in Circles and Director (HR) in Corporate office.”



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13. To a query from the Court as to the authority for issuing such instructions in the face of Rule 10(A)(4) of the Rules, Mr. Poddar has placed reliance on Rule 16 of the Rules which reads as under:

“16. Relaxation: The BSNL management may dispense with or relax the requirements of any of these rules, in consultation with the recognised representative association, to such extent and subject to such conditions as it may deem fit in regard to any Service Association.”

14. In exercise of the powers conferred by Rule 16, it is Mr. Poddar’s submission that the BSNL was empowered to relax the rigour of any of the rules. The subjection of the immunity from transfer, following membership of the Association, to the consideration of administrative exigencies, he submits, amounts to a relaxation of the rigour of Rule 10(A)(4) and is, therefore, traceable to Rule 16 of the Rules.

15. Mr. Jain disputes the submission of Mr. Poddar that the administrative instructions have been issued in exercise of the powers conferred by Rule 16 of the Rules. He further submits that even if the transfer is to be justified as being in administrative exigencies, it has to be after prior intimation to the CGM concerned and Director (HR) with the Corporate Office.

16. We are *prima facie* not in agreement with the Tribunal that there is an absolute immunity to the General Secretary, Assistant General Secretary and Financial Secretary of the Association from transfer, following their election to the said offices. The immunity is subject to administrative exigencies.



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17. The Tribunal has not adverted to Rule 16 or to the instructions dated 11 September 2020, particularly to Clause 2.5 thereof.

18. There is also no finding, by the Tribunal that the plea of administrative exigencies raised by the BSNL was insubstantial or unjustified.

19. Accordingly, we, therefore, put it to Mr. Saaket Jain, learned Counsel for the respondent, as to whether his client was agreeable to setting aside the impugned order passed by the Tribunal and a remand of the matter to the Tribunal for consideration *de novo*, keeping in mind these factors and other relevant factors to which the Tribunal's may be drawn.

20. On instructions from his client, who is present in Court, Mr. Jain is agreeable to the said suggestion.

21. Accordingly, with consent of learned Counsel the impugned order dated 22 April 2026 passed by the Tribunal in OA 3667/2025 is quashed and set aside.

22. OA 3667/2025 is remanded to the Tribunal for consideration *de novo* keeping in mind all the aforesaid facts as noted by us or any other factors to which learned Counsel may draw the attention of the Tribunal.

23. We may it clear that, apart from our finding that Rule 10(A)(4)

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does not operate as an absolute immunity from transfer but is subject to administrative exigencies, none of the findings contained in the order passed today would influence the decision of the Tribunal when it deals with the merit of the matters.

24. To that extent, all questions of fact and law are left open to be urged before the Tribunal.

25. As this is a transfer matter, it is of some urgency. Accordingly, we direct learned Counsel for the parties to appear before the concerned Bench of the Tribunal on 6 October 2026.

26. We request the Tribunal to take up the matter for hearing on the said date. Neither side would be entitled to seek any adjournment. In order to facilitate hearing, both sides are directed to place on record, before the Tribunal, at least 48 hours in advance of the date fixed by us, written submissions not exceeding 4 pages each along with duly indexed compilations of any judicial authorities on which they may seek to place reliance, after exchanging copies with each other, on the record of the Tribunal.

27. Needless to say, should either side be aggrieved by the decision of the Tribunal, the remedies in law as available would remain reserved.

28. This writ petition is allowed to the aforesaid extent, with no orders as to costs.



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29. *Dasti* to parties or their learned Counsel.

C. HARI SHANKAR, J.

NIVEDITA ANIL SHARMA, J.

SEPTEMBER 25, 2026/dsn

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