



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO. 8406 OF 2023

1. Chief Engineer & Chief Administrator
Command Area Development Authority,
Garkheda, Aurangabad.
 2. Superintending Engineer & Administrator
Command Area Development Authority,
Latur, Kavha Road, Latur.
 3. Executive Engineer
Latur Irrigation Division No.1,
Latur Sinchan Bhavan,
Old Ausa Road, Latur.
 4. Executive Engineer
Latur Irrigation Division No.2, Latur
Sinchan Bhavan, Old Ausa Road, Latur.
 5. Sub-Divisional Officer
Sub-Division No.5 Nilanga, Patbandhare Vasahat,
Latur Road, Nilanga, Tq. Nilanga, Dist. Latur.
- .. PETITIONERS**

VERSUS

1. The Assistant Commissioner of Labour,
Govt. of Maharashtra,
Latur, Sadbhavana Nagar, Near Vijaya Gas Agency,
Ausa Road, Latur.
2. Siddheshwar Angad Shinde
Age- 29 Yrs, Occ: Service/Labourer
R/o-Gunjraga, Tq. Nilanga, Dist. Latur
3. Datta Angad Shinde
Age- 31 Yrs, Occ: Service/Labourer

R/o-Gunjraga, Tq. Nilanga, Dist. Latur

4. Rajkumar Shankare Antreddy
Age- 35 Yrs, Occ: Service/Labourer
R/o-Aurad Shahajani, Tq. Nilanga, Dist. Latur
5. Sanjay Vitthalrao Kamble
Age-42 Yrs, Occ: Service/Labourer
R/o-Aurad Shahajani, Tq. Nilanga, Dist. Latur
6. Nabisab Chandsab Mattigade
Age-45 Yrs, Occ: Service/Labourer
R/o-Aurad Shahajani, Tq. Nilanga, Dist. Latur
7. Rajnikant Kishan Kadam
Age- 31 Yrs, Occ: Service/Labourer
R/o-Madansuri, Tq. Nilanga, Dist. Latur
8. Kuldeep Rajpal Sarole
Age-29 Yrs, Occ: Service/Labourer
R/o-Madansuri, Tq. Nilanga, Dist. Latur
9. Ratnadeep Rajpal Kadam
Age-24 Yrs, Occ: Service/Labourer
R/o-Madansuri, Tq. Nilanga, Dist. Latur
10. Balaji Govindrao Biradar
Age- 38 Yrs, Occ: Service/Labourer
R/o-Dhanegaon, Tq. Deoni, Dist. Latur
11. Mukesh Govind Naikwade
Age-21 Yrs, Occ: Service/Labourer
R/o-Chinchudi, Tq. Nilanga, Dist. Latur
12. Namdeo Vilas Shinde
Age-24 Yrs, Occ: Service/Labourer
R/o-Helamb, Tq. Deoni, Dist. Latur
13. Motiram Maroti Bhalke
Age- 36 Yrs, Occ: Service/Labourer

R/o-Hosur, Tq. Nilanga, Dist. Latur

14. Madan Vitthal Kamble
Age- 40 Yrs, Occ: Service/Labourer
R/o-Hosur, Tq. Nilanga, Dist. Latur
15. Kiran Shesherao Jadhav
Age- 24 Yrs, Occ: Service/Labourer
R/o-Kanadi Borgaon, Tq. Dist. Latur
16. Govind Mukinda Mandkar
Age- 36 Yrs, Occ: Service/Labourer
R/o-Kanadi Borgaon, Tq. Dist. Latur
17. Gopal Ramdas Bhise
Age-31 Yrs, Occ: Service/Labourer
R/o-Kanadi Borgaon, Tq. Dist. Latur
18. Gautam Madhav Ghante
Age-45 Yrs, Occ: Service/Labourer
R/o-Rajegaon, Tq. Dist. Latur
19. Manesh Banku Survase
Age- 38 Yrs, Occ: Service/Labourer
R/o-Rajegaon, Tq. Dist. Latur
20. Yogesh Gautam Ghante
Age-21 Yrs, Occ: Service/Labourer
R/o-Rajegaon, Tq. Dist. Latur
21. Sanjay Vyankate Ujane
Age- 38 Yrs, Occ: Service/Labourer
R/o-Kokalgaon, Tq. Dist. Latur..
22. Datta Vitthalrao Ingale
Age- 45 Yrs, Occ: Service/Labourer
R/o-Sarvadi, Tq. Nilanga, Dist. Latur
23. Mahadeo Pandhari Panchal
Age- 38 Yrs, Occ: Service/Labourer

R/o-Limgala, Tq. Nilanga, Dist. Latur

24. Nivrutti Mahadu Vithubone
Age- 40 Yrs, Occ: Service/Labourer
R/o-Limbala, Tq. Nilanga, Dist. Latur
25. Devanand Bhimrao Adsul
Age- 35 Yrs, Occ: Service/Labourer
R/o-Takalgaon, Tq. Dist. Latur
26. Sunil Panditrao Shinde
Age- 36 Yrs, Occ: Service/Labourer
R/o-Takalgaon, Tq. Dist. Latur
27. Ashirath Bhimrao Adsul
Age- 26 Yrs, Occ: Service/Labourer
R/o-Takalgaon, Tq. Dist. Latur
28. Shankar Shriram Kadam
Age- 37 Yrs, Occ: Service/Labourer
R/o-Tadola, Tq. Ambajogai, Dist. Beed
29. Ishwar Kashinath Prapate
Age- 36 Yrs, Occ: Service/Labourer
R/o-Akola, Tq. Ambajogai, Dist. Beed
30. Shriram Bhagwan Kadam
Age- 52 Yrs, Occ: Service/Labourer
R/o-Tadola, Tq. Ambajogai, Dist. Beed
31. Daulat Kashinath Karad
Age- 43 Yrs, Occ: Service/Labourer
R/o-Wangdari, Tq. Renapur, Dist. Latur
32. Sudhakar Madhukar Jadhav
Age- 35 Yrs, Occ: Service/Labourer
R/o-Wakadi, Tq. Dist. Latur
33. Rajebhau Vitthal Jagtap
Age-45 Yrs, Occ: Service/Labourer

R/o-Wakadi, Tq. Dist. Latur

34. Ganesh Kisanrao Sontakke
Age-35 Yrs, Occ: Service/Labourer
R/o-Adalgaon, Tq. Renapur, Dist. Latur
35. Datta Manchak Kale
Age-38 Yrs, Occ: Service/Labourer
R/o-Sindgaon, Tq. Renapur, Dist. Latur
36. Sandeep Vyankat Kanse
Age-25 Yrs, Occ: Service/Labourer
R/o-Sindgaon, Tq. Renapur, Dist. Latur
37. Hanumant Digambar Pawar
Age- 44 Yrs, Occ: Service/Labourer
R/o-Nagzhari, Tq. Dist. Latur
38. Rasul Maheboob Pathan
Age- 40 Yrs, Occ: Service/Labourer
R/o-Bhoisamudraga, Tq. Dist. Latur
39. Ashok Hanumant Pawar
Age-22 Yrs, Occ: Service/Labourer
R/o-Nagzhari, Tq. Dist. Latur
40. Namdeo Baburao Kamble
Age- 52 Yrs, Occ: Service/Labourer
R/o-Borvati, Tq. Dist. Latur
41. Rahul Namdeo Kamble
Age-30 Yrs, Occ: Service/Labourer
R/o-Borvati, Tq. Dist. Latur
42. Vinod Subhash Mograge
Age-32 Yrs, Occ: Service/Labourer
R/o-Shendh, Tq. Nilanga, Dist. Latur
43. Madhav Digambar Bhadarge
Age-40 Yrs, Occ: Service/Labourer

R/o-Shendh, Tq. Nilanga, Dist. Latur

44. Prabhakar Bhaurao Sawant
Age- 51 Yrs, Occ: Service/Labourer
R/o-Bindgiyal, Tq. Dist. Latur
45. Aanal Maruf Shaikh
Age- 45 Yrs, Occ: Service/Labourer
R/o-Bindgiyal, Tq. Dist. Latur
46. Mahavir Anandrao Jadhav
Age- 40 Yrs, Occ: Service/Labourer
R/o-Shivani, Tq. Dist. Latur
47. Babasaheb Bhagwan Sirsath
Age-51 Yrs, Occ: Service/Labourer
R/o-Shivani, Tq. Dist. Latur
48. Suryakant Bhagwan Sirsath
Age- 51 Yrs, Occ: Service/Labourer
R/o-Shivani, Tq. Dist. Latur
49. Shivaji Bhimashankar Bharati
Age- 30 Yrs, Occ: Service/Labourer
R/o-Babhalgaon, Tq. Dist. Latur
50. Fattu Rajjak Shaikh
Age- 35 Yrs, Occ: Service/Labourer
R/o-Babhalgaon, Tq. Dist. Latur
51. Santosh Lingappa Dhumale
Age- 41 Yrs, Occ: Service/Labourer
R/o-Bhatangali, Tq. Dist. Latur
52. Meghraj Narsingh Kamble
Age-35 Yrs, Occ: Service/Labourer
R/o-Bhatangali, Tq. Dist. Latur
53. Rajkumar Rangrao Barche
Age- 55 Yrs, Occ: Service/Labourer

R/o-Bhatangali, Tq. Dist. Latur

54. Aslam Mukram Naikwade
Age-28 Yrs, Occ: Service/Labourer
R/o-Aurad Shahajani, Tq. Nilanga, Dist. Latur
55. Akram Mustafa Pathan
Age- 33 Yrs, Occ: Service/Labourer
R/o-Aurad Shahajani, Tq. Nilanga, Dist. Latur
56. Maharashtra Rajya Raste & Patbandhare
Karmchari Sanghatana, Latur
Through Constable Rajendra Sadashivrao
Vihite Maharashtra Housing Society,
Barshi Road, Latur, Tq. Dist. Latur.
57. Chhatrapati Security Force
Through Mr. Tatyasaheb Bhagwatrao Damale
Age-Major, Occ: Business,
Head Office : Borvati, Tq. Dist. Latur
Office Address: Near Saibaba Mandir,
Shivaji Chowk, Latur.
58. Prithvi & Raj Multi Services
Through Mr. Uddhav Shivaji Jadhav
Age-Major, Occ. Business,
R/o. Girvalkar Nagar, Barshi Road, Latur.
59. Mr.Baban Umaji Dengale
Age-Major, Occ.: Business,
R/o. 1566/1, Madhav Baug,
Parali, Tq. Parali, Dist. Beed.

.. RESPONDENTS

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Mr.Shyam C. Arora, Advocate for the petitioners

Mr.V.M.Chate, AGP for the respondent-State

Mr.P.V.Barde, Advocate for respondent nos.2 to 18, 20 to 48, 50 to 56.

Mr.V.S.Valse, Advocate for respondent no.59.

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CORAM : ARUN R. PEDNEKER, J.

DATE : 11.03.2024

JUDGMENT :

1] By way of present Writ Petition, the petitioners are challenging the judgment and order dated 19.06.2023 passed by the respondent no.1 – Assistant Commissioner of Labour, Latur wherein the application filed by the respondent employees under Section 33-C (1) of Industrial Disputes Act, 1947 is allowed and the petitioners are directed to make payment of difference of minimum wages and actual salary paid to the respondent employees from 1st January, 2022 to 22nd September, 2022 i.e. for 255 days, as stipulated in para no.23 of the impugned order along with interest @ 6% per annum.

2] The judgment of the Assistant Commissioner is challenged by the petitioners primarily on the ground of jurisdiction of Assistant Commissioner to invoke jurisdiction under Section 33-C (1) of the Industrial Disputes Act in absence of any adjudication of claim by the competent

authority. The point formulated by the learned counsel for the petitioners for consideration in this case, is as under :

Section 33-C (1) of the Industrial Disputes Act only deals with regards to the execution of the award. When in the instant case there is no adjudication of the liability of the respondent – employees, as such, invocation under Section 33-C (1) of the Industrial Disputes Act is illegal. Since there is no liability determined by the authorities as constituted under the Contract Labour [Regulation and Abolition] Act, 1970 or any other authority, invocation under Section 33-C (1) of the Industrial Disputes Act is unlawful.

Brief facts leading to filing the present petition can be summarized as under :

3] The petitioner – Irrigation Department appointed contractor for supplying personnel for their 21 barrages situated in Latur District on executing a labour contract agreement, mentioning the period and other terms in the contract. Accordingly, respondent nos. 2 to 56 worked for the petitioners through their contractor. The

respondent nos. 2 to 56 – employees applied to the respondent no.1 Assistant Commissioner of Labour, Latur under Section 33-C (1) of the Industrial Disputes Act, 1947, claiming the difference of wages for the period from 01.01.2022 to 12.09.2022 from the petitioner being the principal employer although there being no employer employee relationship with the petitioner – Irrigation Department. On consideration of application, the Assistant Commissioner, directed the petitioners to make difference of payment in terms of actual payment and minimum Wages Act and directed the petitioners to pay Rs.66,68,146/- to the respondent employees. The same is challenged in the present writ petition by raising two grounds as under :

1. Whether the respondent no.1 Assistant Commissioner of Labour, Latur could have initiated proceeding under Section 33-C (1) of the Industrial Disputes Act, 1947, without there being any award of the Labour Court?

2. Whether the respondent no.1 Assistant Commissioner of Labour, Latur failed to consider the fact that the petitioners and the applicants do not fall within the ambit of the employer – employee relationship and whether

the recovery certificate could have been issued in the facts of the case ?

4] In the course of arguments, the learned counsel for the petitioners pressed ground no.1 and contends that unless there is adjudication of the right to receive payment and if the right to receive the wages is disputed the application under Section 33-C (1) of the Industrial Disputes Act is not maintainable. Alternatively, it is submitted that there has to be an agreement to pay certain wages for entertaining application under Section 33-C (1) of the Industrial Dispute Act. It is only in execution of such agreement, an application under Section 33-C (1) of the Industrial Disputes Act is maintainable. The learned counsel for the petitioners submits that Section 33-C (1) of the Industrial Disputes Act deals with the execution of the award. When, in the instant case, there is no adjudication of the liability of the petitioner qua the respondent – employees, as such, invocation of Section 33-C (1) of the Industrial Disputes Act is illegal. The learned counsel for the petitioners further submits that since there is no liability

determined by the authorities as constituted under the Contract Labour [Regulation and Abolition] Act, 1970 or any other authority, exercise of powers under Section 33-C (1) of the Industrial Disputes Act is unlawful.

5] The learned counsel for the petitioners relied upon the judgments in the case of **The Central Bank of India Ltd. Vs. P.S.Rajagopalan etc.** reported in AIR 1964 SC 743 and in the case of **Garrison Engineer (Central), Delhi Cantt. Vs. M.J.Prasad and others** reported in 2022 SCC OnLine Del 766.

6] *Per contra*, the learned counsel for the respondents submits that what is claimed is only the difference between actual payment and minimum wages Act and there is catena of judgments that the employees are entitled to get minimum wages under the provisions of the Minimum Wages Act and there can be no dispute for the same. The State had appointed a Committee and the recommendation of the Committee are applicable to the employees of the respondent – Association i.e. minimum

wages are applicable to the employees of the petitioner. As such, the learned counsel submits that there is no further adjudication required qua the payment that is to be made. He further submits that principal employer has to make the payment of difference of wages and can also recover the same from his contractor if the contractor has not made the payment. For that purpose, the learned counsel has relied upon Section 21 (4) of the Contract Labour [Regulation and Abolition] Act, 1970. The learned counsel for the respondents relies upon the judgment in the cases of **Manganese Ore India Limited Vs. Chandi Lal Saha** reported in 1990 DGLS (SC) 637, in the case of **Mr.V.V.Surya Rau Vs. Surendra Ramkrishna Tendulkar and anr.** reported in 1997 ALL MR (Cri) 1207, in the case of **Bharat Earth Movers Ltd. Vs. Gangaramaiah and others** reported in Law Finder Doc Id # 138790 = 2007 (5) SLR 785, in the case of **Central Secretariat Club Vs. Geetam Singh (Delhi)** in W.P. (C) No.17474 of 2004, CM APPL No.13101 of 2004 and W.P. (C) No.19106 of 2005, dated 02.11.2017, in the case of **Tularam Manikrao Hadge Vs. Sudarshan Paper Converting**

Works, Juni Mangalwari reported in 2020 DGLS (Bom.) 848, in the case of Hindustan Lever Limited Vs. Hindustan Lever Employees Union and another reported in 2001 (3) Bom.C.R. 363 and in the case of Hindustan Composites Ltd. Vs. Mumbai Shramik Sangh & Anr. reported in 2007 (5) ALL MR 244.

7] The basic facts are not in dispute that the petitioners are the principal employers and the employees are the contract employees of the petitioners. This fact is not disputed in the present writ petition.

8] Section 33-C (1) of Industrial Disputes Act, 1947, reads as under :

“33-C. Recovery of money due from an employer.-

(1) Where any money is due to a workman from an employer under a settlement or an award or under the provisions of [Chapter VA or Chapter VB], the workman himself or any other person authorized by him in writing in his behalf, or, in the case of the death of the workman, his assignee or heirs may, without prejudice to any other mode of recovery, make an application to the appropriate Government for the recovery of money due to him, and if the appropriate Government is satisfied that any money is so due, it shall issue a certificate for that amount to the Collector who shall proceed to recover the same in the same manner as an

arrear of land revenue :

Provided that every such application shall be made within one year from the date on which the money became due to the workman from the employer :

Provided further that any such application may be entertained after the expiry of the said period of one year, if the appropriate Government is satisfied that the applicant had sufficient cause for not making the application within the said period.

9] The Hon'ble High Court in the case of **Garrison Engineer (Central), Delhi Cantt. Vs. M.J.Prasad and others** reported in **2022 SCC OnLine Del 766**, while examining scope of proceedings under Section 33-C (1) of the Industrial Disputes Act, has held at para 34 as under :

34. Lastly, in so far as the arguments of the parties concerning the RLC's powers to grant MACP/ACP benefits at all is concerned, it is to be noticed that the application which was being dealt with by the RLC who was acting as the Recovery Officer, was under Section 33C (1) of the ID Act, which deals with money due to a Workman. Such an application does not contemplate an adjudication or an enquiry being held as to whether the Workman is entitled to the said benefits or not.

10] It is held in the case of *Garrison Engineer (Central)* (supra) that the proceedings under Section 33-C

(1) of the Industrial Disputes Act, RLC has limited power to grant MACP/ACP benefits. However, in that case, the Court held that RLC as Recovery Officer only deals with the implementation of the award as granted by the Single Judge and not adjudicating the question as to whether the workman is entitled to MACP / ACP benefits.

11] In the cases of **Manganese Ore India Limited Vs. Chandi Lal Saha** reported in 1990 DGLS (SC) 637, the Hon'ble Supreme Court held at para no.17 has held as under :

17. In the present case there was no dispute regarding the rates of wages and it is admitted by the parties that the minimum rates of wages were fixed by the Government of India under the Act. The workmen demanded the minimum wages so fixed and the appellant denied the same to the workmen on extraneous considerations. Under the circumstances the remedy u/s. 20 of the Act was not available to the workmen and the Labour Court rightly exercised its jurisdiction under S. 33-C (2) of the Industrial Disputes Act, 1947.

12] The Karnataka High Court in the case of **Bharat Earth Movers Ltd. Vs. Gangaramaiah and others** reported in Law Finder Doc Id # 138790 = 2007 (5) SLR 785 has held at para nos.11 to 13 as under :

11. The licence granted under the provisions of CLRA Act before the Labour Court is produced as W. 3 and clause 4 of the said license reads as under:

"4. The rates of Wages payable to the workmen by the contractor shall not be less than the rates prescribed for the Schedule of employment under the Minimum Wages Act, 1948, and where the rates have been fixed by agreement, settlement or award, not less than the rates fixed."

12. By reading of this clause and also clause 4 to the contract, makes it clear, that there is a contract between the petitioner and the respondent No. 122 for payment of minimum wages to the contract labourer. The contractor under Sect. 21 of the CLRA Act, is required to make the payment of wages to all the contract labourer and such payment has to be ensured by the petitioner-Management by appointing /engaging a nominee or representatives in terms of Section 21(2) of the CLRA Act. The obligation of the contractor is to see, that the wages as agreed are paid to the contract labourer. What is important to note here is, that, if the contractor fails to make such payment within the prescribed time or make short payment, the liability is fixed on the principal employer to make the payment of wages in full or unpaid balance due. By reading of these provisions, makes it clear that there is a dual obligation of the principal employer. One is that, the principal employer to ensure that proper wages are paid to the contract labourer and second in case, if there is a failure to make the payment of the wages in terms of the contract to the contract labourer, the principal employer is liable to make the payment, and recover the same from the contractor.

13. If the principal employer is statutorily liable to make the payment of the contract Labourer, then the amounts due to the contract labourer becomes the statutory liability, and it becomes legally recoverable due.

13] The Bombay High Court in the case of **Tularam Manikrao Hadge Vs. Sudarshan Paper Converting Works, Juni Mangalwari** reported in **2020 DGLS (Bom.) 848** has held at para no.28 as under:

28. Thus from the above referred judgments it is clear that, the scope of sub-section (2) of Section 33-C is wider than that of sub-section (1) and the sub-section is not confined to cases arising under an award, settlement or under the, provisions of chapter VA. Further more if there is no dispute as to rates between the employer and the employee and the only question is whether a particular payment at the agreed rate is due or not, then Section 20 (1) of the Minimum Wages Act would not be attracted at all, and the appropriate remedy would only be either under section 15 (1) of the Payment of Wages Act, 1936, or under Section 33-C (2) of the Industrial Disputes Act.

14] Coming to the facts of the instant case, it is not in dispute that the minimum wages are applicable to the petitioners as can be seen from the letter dated 27.06.2022 written by the Executive Engineer, Latur Irrigation Department, No.1, Latur to the Chhatrapati Security Forces, Latur, is as under :

उपरोक्त विषयान्वये या विभागांतर्गत मांजरा व तेरणा नदीवर असलेल्या एकूण 21 बंधा-याच्या देखभाल व दुरुस्तीसाठी माहे जानेवारी 2022 ते मार्च-2022 या कालावधीत मजूर पुरवण्याचे काम ई-निविदा पध्दतीने मे. छत्रपती सिव्क्युरीटी फोर्स, लातूर यांना प्राप्त झालेले आहे. सदर कामाचे अंदाजपत्रक हे जलसंपदा विभागाची सामाईक दरसुची सन 2021-22 वापरून तयार करण्यात आलेले होते.

उपरोक्त संदर्भीय पत्र क्र. 7 मध्ये आपण सहाय्यक कामगार आयुक्त, लातूर यांनी किमान वेतन अधिनियम 1948 च्या तरतुदीच्या अनुषंगाने महाराष्ट्र दुकाने व व्यापारी आस्थापना अधोगातील कामगारांसाठी अनुज्ञेय असलेल्या किमान वेतन दर कळविले आहेत. परंतु संदर्भीय पत्र क्र. 8 अन्वये महाराष्ट्र राज्य रस्ते व पाटबंधारे कर्मचारी संघटना यांनी या विभागास सदरील दर हे लागू होत नाहीत या अनुषंगाचे पत्र या विभागास दिलेले आहे.

त्यामुळे त्यांचे थकीत वेतन लवकरात लवकर त्यांना अदा करण्याच्या दृष्टीने सहाय्यक कामगार आयुक्त, लातूर यांना उपरोक्त किमान वेतन दर हे या विभागाच्या अधिपत्याखालील बंधा-यावर देखभाल व दुरुस्तीसाठी कंत्राटदारामार्फत नियुक्त मजुरांना लागू आहेत किंवा कसे ? याबाबत मार्गदर्शन करावे असे पत्र पाठविले होते.

त्याअन्वये संदर्भीय पत्र क्र. 10 अन्वये निर्देशित केल्याप्रमाणे आपण जलसंपदा विभागाच्या दरभुची 2021-22 प्रमाणे वेतन अदा करणे योग्य राहिल असे कळविले आहे. त्यामुळे आपण संबंधित यावरील मजुरांचे वेतन 5 दिवसात अदा करून तसा अहवाल या विभागास सादर करावा अन्यथा आपणा विरुद्ध निविदेमध्ये नमूद कामाच्या विशेष अटी व शर्तीनुसार आपला परवाना काळ्या यादीमध्ये समाविष्ट करण्याची एकतर्फी प्रक्रिया या कार्यालयामार्फत प्रस्तावित करण्यात येईल याची गांभियाने नोंद घ्यावी

15] In view of the above letter, the petitioner's Contractors are liable to pay the respondent employees minimum wages and in the event the contractors fail to make payment, then, under Section 21 (4) of the Contract Labour [Regulation and Abolition] Act, 1970, the petitioners are liable to make the payment as principal employer and thereafter may recover the same from the Contractor. Once it is held that the petitioners' contractor are liable to make payment of the minimum wages to the respondent employees, there can be no further adjudication of any

claim and an application under Section 33-C (1) of the Industrial Disputes Act is maintainable to recover the dues in absence of any settlement. There is no further adjudication required. The principal employer / contractor is only to pay difference between the actual payment and the minimum wages applicable to the labourers. As such, there is no interference in the impugned order. Hence, the present Writ Petition is dismissed. The petitioners to make the payment as directed by the Assistant Commissioner [respondent no.1] within 4 weeks from the date of uploading this order.

16] In view of dismissal of writ petition, pending civil application does not survive and the same stands disposed of accordingly.

[ARUN R. PEDNEKER]
JUDGE

DDC