



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 6TH DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE S.R.KRISHNA KUMAR

WRIT PETITION NO.33023 OF 2025 (S-RES)

BETWEEN:

1. N S GOPAL RAO
S/ SHRI SHESHIGIRIRAO
AGED ABOUT 47 YEARS,
R/O D5/17, HIGH COURT QUARTERS,
BELUR, DHARWAD,
KARNATAKA – 580 011.
2. BASAVARAJ DODDAMALLAPPA
C/O SHRI SHAKRAPPA
AGED ABOUT 37 YEARS
R/O WARD NO.03, NEAR BUS STAND
KALAS, VTC. KALAS PO
KALAS, TQ. KUNDGOL DIST.
DHARWAD, KARNATAKA – 581 107.
3. NAGAVVA HEGGERI
W/O SHRI KARIYAPPA
AGED ABOUT 57 YEARS
R/O 185, BELUR DHARWAD HIGH COURT,
DHARWAD, KARNATAKA – 580 011.
4. A G SHANKAR
S/O SHRI A G SHIVANNA
AGED ABOUT 51 YEARS
R/O B1-29, HIGH COURT CIRCUIT BENCH
STAFF QUARTERS,
BELUR, DHARWAD HIGH COURT,
DHARWAD KARNATAKA – 580 011.
5. SHANTAVVA MATOLLI
W/O SHRI BASAARAJ
AGED ABOUT 45 YEARS
R/O SHIVABASAVA NAGAR 5TH CROSS,
BAILAHONGAL, PO. BAILAHONGAL
DIST. BELAGAVI
KARNATAKA – 591 10.



6. VIJAYKUMAR BADIGER
S/O SHRI NAGAPPA
AGED ABOUT 33 YEARS
R/O MUMMIGATTI
VTC MUMMIGATTI,
PO MUMMIGATTI,
DIST. DHARWAD
KARNATAKA – 580 011.
7. SHIVARAJ M TALAWAR
S/O SHRI MALLAPPA
AGED ABOUT 32 YEARS
R/O 123/189, VALMI BUILDING,
BELUR, DHARWAD
KARNATAKA – 580 011.
8. ANNAPURNA HOLI
W/O SHRI GURUSHANT
AGED ABOUT 45 YEARS
R/O JALIKOPPA, VTC. JALIKOPPA
PO KENGANUR
DIST. BELAGAVI
KARNATAKA – 591 049.
9. MARUTI BENNAPPANAVAR
S/O SHRI BASAVARRAJ
AGED ABOUT 38 YEARS
R/O MUMMIGATTI
DHARWAD, PO MUMMIGATTI
DIST DHARWAD,
KARNATAKA-580 011.
10. MANJUNATH KATTIMANI
S/O SHRI LAKKAPPA
AGED ABOUT 38 YEARS
R/AT 129, MADARMADDI
1ST CROSS, MADAR ONI
NEAR SCHOOL NO.6,
DHARWAD, PO DHARWAD,
DIST DHRWAD
KARNATAKA-580 001.
11. ULAVAPPA T MULIMANI
S/O SHRI LATE TIPPANNA
AGED ABOUT 45 YEARS
R/AT KHANAPUR ONI NARENDRA



NARENDRA, DHARWAD
KARNATAKA-580 005.

12. BIBI AYESHA SAYADANAVAR
W/O SHRI ABDULARAJAK LAGDAK
AGED ABOUT 36 YEARS
R/O VENKATAPUR PO TEGUR
DIST DHARWAD
KARNATAKA-580 011.
13. IRAPPA DODDAMANI
S/O SHRI GULAPPA
AGED ABOUT 32 YEARS
R/O KAREMMADEVI GUDI ONI
BELUR , PO DHARWAD HIGH COURT
DIST DHARWAD
KARNATAKA-580 011.
14. PRAVEEN L KATTIMANI
S/O SHRI LAKKAPPA
AGED ABOUT 35 YEARS
R/O MADAR ONI, MADARMADDI,
VTC DHARWAD, DIST DHARWAD
KARNATAKA-580 001.
15. YOGAPPA HIRIAGANNAVAR
S/O SHRI MAHADEVAPPA
AGED ABOUT 40 YEARS
R/O HALLIGERI ONI
TQ NAVALGUND
MORAB, DHARWAD
KARNATAKA-580 112.
16. DHAREPPA YADRAVI
S/O SHRI SHIVAPPA
AGED ABOUT 33 YEARS
R/O NADUVIN ONI
MANDIHAL, PO MUGAD
DIST DHARWAD
KARNATAKA-580 007.
17. SANTOSH BADIGER
S/O SHRI SUBHASH
AGED ABOUT 37 YEARS
R/O DODDA ONI, DEVARSHIGIHALLI
DEVARASHIGIHALLI,
BELAGAVI, KARNATAKA-591 153.



18. SHAHANAVAJ BABARCHI
S/O SHRI IMAMASAB
AGED ABOUT 41 YEARS
R/O 1964, HUBLI ROAD
NAVALAGUND, NAVALGUND,
DHARWAD
KARNATAKA-582 208.
19. AASAMA BANU SAYEDNAVAR
W/O SHRI IMAMSAB
AGED ABOUT 32 YEARS
R/O VENKTAPUR
SHINGANAHALLI
PO SHINGANALLI
DIST DHARWAD
KARNATAKA-580 011.
20. MANJUNATH DURGAPPA MADAR
S/O SHRI DURGAPPA
AGED ABOUT 43 YEARS,
R/O MADAR MADDI,
MADAR ONI,
DHARWAD, DHARWAD,
KARNATAKA – 580 007.
21. LOKESH MADAR
S/O SHRI HANUMANTAPPA
AGED ABOUT 41 YEARS,
R/O 454, HALIYAL ROAD,
NEHARU NAGAR, DHARWAD,
PO DHARWAD, DIST DHARWAD,
KARNATAKA 580 003.
22. PRADEEP TORGAL
S/O SHRI SHIVAJI
AGED ABOUT 41 YEARS,
R/O 117, 4TH MAIN ROAD B CROSS,
JOSHI FARM, KUMARESHWAR NAGAR,
DHARWAD, DHARWAD K.C.PARK,
KARNATAKA 580 008.
23. BASAVARAJ YARAGUPPI
S/O SHRI DEVAPPA
AGED ABOUT 40 YEARS,
R/O SIDDAPUR STREET, NAVALAGUND,
DHARWAD, KARNATAKA – 582 208.



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24. SANGEETA CHIKKAMMANAVAR
W/O SHRI MANJUNATH
AGED ABOUT 39 YEARS,
R/O 18, DESAI ONI,
KARIYAMMANA KITTALA,
NARENDRA, PO NARENDRA,
DIST DHARWAD,
KARNATAKA – 580 005.
25. RAKESH NAKEPPANAVAR
S/O SHRI SHIVAJI
AGED ABOUT 31 YEARS,
R/O 096, NEHARU NAGAR,
DHARWAD, KARNATAKA – 580 003.
26. KASTURI ALAKATTI
W/O SHRI FAKIRAPPA
AGED ABOUT 46 YEARS,
R/O KHANAPURA ONI,
NARENDRA, DHARWAD
KARNATAKA 580 005.
27. KEERTIKUMAR HIREMATH
C/O SHRI PRAKASH,
AGED ABOUT 28 YEARS,
R/O 13, KIRANI ANGADI,
SHISHUVINAHALLI, DHARWAD,
KARNATAKA – 581 209.
28. SHIVAPPA NAKEPPANAVAR
S/O SHRI YALLAPPA
AGED ABOUT 55 YEARS,
R/O 096, NEHRU NAGAR,
DHARWAD, KARNATAKA – 580 003.
29. PARAMESHWAR DODAMANI
S/O SHRI KASHAPPA
AGED ABOUT 38 YEARS,
R/O VTC BELUR,
PO DHARWAD HIGH COURT,
DIST DHARWAD,
KARNATAKA 580 011.
30. CHETAN KATTIMANI
S/O SHRI BASAVARAJ
AGED ABOUT 30 YEARS,
R/O MADAR ONI,



MADARMADDI,
VTC DHARWAD, DIST DHARWAD,
KARNATAKA-580 001.

31. MADEVI SAVANUR
C/O SHRI RAJU
AGED ABOUT 45 YEARS,
R/O KALAGHATAGI ROAD,
KAKKAYYA NAGAR,
SARASWATIPURA DHARWAD,
KARNATAKA – 580 002.
32. SHREEKANT DODDAMANI
AGED ABOUT 33 YEARS,
R/O MADAR STREET, NAVALLI,
DHARWAD, KARNATAKA-582 208.
33. RAVINDRA ANGADI,
AGED ABOUT 42 YEARS,
R/O MUMMIGATTI VTC.
MUMMIGATTI, PO MUMMIGATTI,
DIST DHARWAD
KARNATAKA-580 011.
34. MANJUNATH KATTI
S/O SHRI RAMESH,
AGED ABOUT 29 YEARS,
R/O NEKAR ONI,
HEBBALLL, DHARWAD,
KARNATAKA-580 112.
35. VANAIAKSHI PATIL
W/O SHRI BASANAGOUDA,
AGED ABOUT 52 YEARS,
R/O MARUTI GUDI ONI GULAGANJIKOPPA,
KARNATAKA-580 008.
DHARWAD K.C. PARK, DHARWAD.
36. NAGAVVA YARAGOPPA
D/O SHRI SOMAPPA,
AGED ABOUT 37 YEARS,
R/O ALAGODI ONI, BUDIHAL,
BELAGAVI, SAMPGAON,
KARNATAKA-591 104.
37. KARIBASAVVA S KULKARNI
W/O SHRI KUMARSWAMY CHIKKAMATH
AGED ABOUT 37 YEARS,



R/O KUMBAPUR ONI,
NARENDRA, DHARWAD
KARNATAKA-580 005.

38. BASAVVA ANGADI
W/O SHRI ULAVAPPA MULIMANI
AGED ABOUT 34 YEARS,
R/O KHANAPURA ONI,
VTC NARENDRA,
PO NARENDRA, DIST DHARWAD,
KARNATAKA-580 005.
39. SHYAM KATTIMANI
S/O SHRI ASHOK
AGED ABOUT 32 YEARS,
R/O PLOT NO. 39
YALLAMMA DEVI
HOUSING SOCIETY RAJATAGIRI,
DHARWAD VIDYAGIRI, DHARWAD,
KARNATAKA-580 004.
40. VENKATESH M NAGANOOR
S/O MAHADEVAPPA
AGED ABOUT 46 YEARS,
MADARMADI JAIBHEEMNAGAR
DHARWAD - 580 001.
41. BASAVARAJ NESARAGI
S/O SHRI CHANNABASAPPA
AGED ABOUT 39 YEARS,
R/O MAHANTESH NAGAR,
NARENDRA, DHARWAD,
KARNATAKA-580 005.
42. KASHAVVA BELAVADI
D/O SHRI SIDRAMAPPA
AGED ABOUT 29 YEARS,
R/O HIEMALLIGAWAD, DHARWAD,
KARNATAKA-580 007.
43. JAGADISH RAO
S/O SHRI GOPAL RAO
AGED ABOUT 28 YEARS,
R/O BLOCK NO. 01,
DOOR NO.7, HIGH COURT STAFF QUARTERS,
DHARWAD, BELUR, DHARWAD,
KARNATAKA-580 011.



44. SARASWATI TALAWAR
C/O SHRI MANJUNATH
AGED ABOUT 35 YEARS,
R/O DYAVANNA GUDI ONI,
JALIKOPPA TQ BALLAHONGAL,
DIST BELAGAVI
KARNATAKA-591 104.
45. SHRI. CHANDRAKANT
S/O SHRI NAGAPPA
AGED ABOUT 54 YEARS
RESIDING AT D5 01, AFZALPUR ROAD,
HIGH COURT, HIGH COURT QUARTERS,
GULBARGA PO,
KARNATAKA-585 103.
46. SHRI. MALLIKARJUNA
S/O SHRI NAGANNA KUMBAR
AGED ABOUT 40 YEARS
RESIDING AT E-1-6963,
DEVAPRAKASH NAGAR,
NEAR NAGAPPAN TEMPLE,
GULBARGA, KARNATAKA-585 101.
47. SHRI. SANJEEV D KULKARNI
S/O SHRI DATTATREY
AGED MAJOR
RESIDING AT NO. 10/14,
KHED UMARGA, NIMBALA,
KALBURGI, NIMBAL,
KARNATAKA-585 236.
48. SMT. ANJANBAI KULKARNI
W/O SHRI DATTATREY
AGED MAJOR
RESIDING AT
NO. 10/14, KHED UMARGA, NIMBALA,
KALBURGI, NIMBAL,
KARNATAKA-585 236.
49. SHRI. SHASHIKANT SUTAR
S/O SHRI BALAPPA
AGED ABOUT 50 YEARS
RESIDING AT JAWALGA, GULBARGA,
KARNATAKA - 585 316.
50. SMT. SIDDAMMA
C/O SHRI MAHANTAPPA



AGED MAJOR
RESIDING AT NO. 134, AFZALPUR ROAD,
NEAR HIGH COURT, AMBEDKAR NAGAR,
SHARANA SHIRASAGI, SIRASGI,
GULBARGA, KARNATAKA-585 103.

51. SMT. BEBAVATI
W/O SHRI BHEEMASHANKA HEBRE,
AGED ABOUT 45 YEARS
RESIDING AT PLOT NO. 16,
SURVEY NO. 25/1, HIRAPUR ROAD,
NEAR MADARSANHALLI,
SAVITRI BAI PHULE COLONY,
GULBARGA PO, HIRAPUR,
KALABURGI, KARNATAKA - 585 103.
52. SMT. JAGADEVI
W/O SHRI PARASHURAM,
AGED ABOUT 41 YEARS
RESIDING AT SHARAN SIRASGI,
AFZALPUR ROAD, GULBARGA
KARNATAKA-585 103.
53. SMT. NEELAMMA
W/O SHRI NEELKANTAYYA
AGED ABOUT 43 YEARS
RESIDING AT PLOT NO. 15,
UDNOOR ROAD,
NEAR JAYATEERTHA KALYAN MATHAP,
GULBARGA, PO GB RS,
KARNATAKA-585 102.
54. SHRI. RAMESH RATHOD
S/O SHRI SOMLU RATHOD,
AGED ABOUT 53 YEARS
RESIDING AT E/50/4,
NAGANHALLI ROAD,
NEAR KORANTI HANUMAN TEMPLE,
JAI HANUMAN NAGAR TANDA,
GULBARGA, KARNATAKA 585 102.
55. SHRI. BASAVARAJ
S/O SHRI NAGAPPA
AGED ABOUT 44 YEARS
RESIDING AT PLOT NO. 18,
AFZALPUR ROAD,



NEAR SAMUDAYA BHAVAN,
KANTHA COLONY, GULBARGA,
KARNATAKA-585 103.

56. SMT RUKMINI S
W/O SHRI SHASHIKANTH SUTAR
AGED ABOUT 40 YEARS
RESIDING AT JAWALGA, GULBARGA,
KARNATAKA 585 316.
57. SMT. SHARANAMMA
C/O SHRI JATAPPA
AGED ABOUT 54 YEARS
RESIDING AT POST SIRSI TQ,
GULBARGA BEHIND GRAMA PANCHAYAT,
SIRASGI, GULBARGA,
KARNATAKA-585 103.
58. SHRI. AMBARESH
S/O SHRI VEERANNA
AGED ABOUT 45 YEARS
RESIDING AT PLOT NO. 10,
H NO 2-911/12/10C, SHAHABAD ROAD,
NEAR HONAHALLI HITTIN GIRINI,
PRASHANT NAGAR, A RAZAPUR,
GULBARGA, CJ COLONY,
KARNATAKA 585 102.
59. SHRI SUBHASHCHANDRA M T
S/O SHRI MALLESHAPPA TALWAR
AGED ABOUT 41 YEARS
RESIDING AT NO. 4-63, PLOT NO. 8,
SHARANA SIRASGI MADDI,
BEHIND HIGH COURT,
AMBEDKAR NAGAR, SIRASGI,
KALBURGI, KARNATAKA - 585 103.
60. SMT. SAVITHA
S/O SHRI RAJASHEKHAR
AGED ABOUT 39 YEARS,
RESIDING AT D1/202,
AFZALPUR ROAD,
HIGH COURT QUARTERS,
HIGH COURT KALBURGI BENCH,
HIRAPUR KALBURGI
KARNATAKA 585 103.



61. SHRI BASAVARAJ KAMBLE
SO SHRI MALKAPPA
AGED ABOUT 33 YEARS
RESIDING AT SHARAN SIRASGI,
AFZALPUR ROAD, SIRASGL, KALBURGI,
KARNATAKA - 585 103.
62. SHRI BHEEMASHANKAR
S/O SHRI BASAVANTAPPA
AGED ABOUT 37 YEARS
RESIDING AT KAVALGA B BASAVARAL,
GULBARGA, KARNATAKA - 585 308.
63. SMT. SANGEETA
W/O SHRI SHARANABASAPPA
AGED ABOUT 35 YEARS
RESIDING AT NO. 1/238 AFZALPUR ROAD,
AMBEDKAR NAGAR,
SHARANA SHIRASAGI,
NEAR HIGH COURT, GULBARGA,
KARNATAKA 585 103.
64. SMT. ANASUYA
W/O SHRI CHANDRAKANTH
AGED ABOUT 49 YEARS
RESIDING AT H NO. E-1/437716,
STATION ROAD,
NEAR MALLIKARJUN SCHOOL,
TARFAIL, GULBARGA,
KARNATAKA 585 102.
65. SHRI. HANUMANTRAYA
S/O SHRI SHRIMANTH MUGALE,
AGED ABOUT 37 YEARS
RESIDING AT PLOT NO. 173
UDNOOR ROAD,
VEERABHADRESHWAR COLONY.
GULBARGA, KARNATAKA 585 101.
66. SHRI JAI BHEEM
C/O SHRI MAHADEV
RESIDING AT H NO.E/11/2590
AGED ABOUT 30 YEARS MSK MILL ROAD,
VIJAY NAGAR, GULBARGA,
KARNATAKA 585 103.
67. SHRI YALLALINGA
S/O SHRI MALLIKARJUN



AGED ABOUT 40 YEARS
RESIDING AT NO. 5-322,
AFZALPUR ROAD, SHARAN SIRASGI,
AMBEDKAR NAGAR, GULBARGA,
KARNATAKA - 585 102.

68. SMT. SHANTA BAI
W/O SHRI SHIVASHARANAPPA
AGED ABOUT 40 YEARS
RESIDING AT SHARAN SIRASGI,
AFZALPUR ROAD, GULBARGA,
KARNATAKA 585 103.

...PETITIONERS

(BY SRI. CLIFTON D' ROZARIO FOR
SMT. MAITREYI KRISHNAN, ADVOCATES)

AND:

1. ADDITIONAL SECRETARY (ADMIN-1)
DEPARTMENT OF LAW AND
JUSTICE AND HUMAN RIGHTS
VIDHANA SOUDHA
DR. B.R.AMBEDKAR VEEDHI
BENGALURU – 560 001.
2. REGISTRAR GENERAL
HIGH COURT OF KARNATAKA
BENGALURU – 560 001.

...RESPONDENTS

(BY SRI. REUBEN JACOB, AAG A/W
SMT. SARITHA KULKARNI, AGA FOR R-1
SMT. KRUTIKA RAGHAVAN, ADVOCATE FOR R-2)

THIS W.P IS FILED UNDER ARTICLE 226 OF THE CONSTITUTION OF INDIA PRAYING TO SET ASIDE THE DECISION OF THE STATE GOVERNMENT REFUSING PAYMENT OF ARREARS FOR THE PERIOD JANUARY, 2012 TO DECEMBER, 2019 AS CONTAINED IN THE COMMUNICATION BEARING NO.LAW-LAW/25/2022 DATED 15.07.2025 ISSUED BY THE PRINCIPAL SECRETARY TO GOVERNMENT, DEPARTMENT OF LAW, JUSTICE AND HUMAN RIGHTS TO THE REGISTRAR GENERAL OF THIS HON'BLE COURT (PLACED AS ANNEXURE - E) AND ETC.



THIS PETITION IS BEING HEARD AND RESERVED ON 10.04.2026
COMING ON FOR PRONOUNCEMENT OF ORDERS THIS DAY, THE
COURT MADE THE FOLLOWING:-

CORAM: HON'BLE MR. JUSTICE S.R.KRISHNA KUMAR

CAV ORDER

In this petition, petitioners have sought for the following
reliefs:

“a) Issue a writ, order or direction setting aside the decision of the State Government refusing payment of arrears for the period January, 2012 to December, 2019 as contained in the communication bearing No.Law-Law-/25/2022 dated 15.07.2025 issued by the Principal Secretary to Government, Department of Law, Justice and Human Rights to the Registrar General of this Hon'ble Court (placed as Annexure-E), insofar as only petitioners are concerned.

b) Issue a writ of mandamus or any other appropriate writ, order, or direction, directing the 1st Respondent to pay the petitioners the arrears of wages for the period from January 2012 to December 2019, being the differential amount between the wages actually paid to the petitioners and the minimum basic pay payable to Group-D employees, together with interest thereon.

c) Issue any other order or orders as this Hon'ble Court any deem fit to grant in the facts and circumstances of the case including the costs of this writ petition, to meet the ends of justice.”



2. Briefly stated, the facts giving rise to the present petition are as under:

Petitioners are working in the Dharwad and Kalaburagi Benches of this Court, both in the Courts as well as at the residences of the Hon'ble Judges, Staff Quarters, Guest Houses, Club Houses and performing various works including the work of Jamedhar, Peon, House Keeping, Sanitation, Electricians, Cooks, etc. Among the petitioners, petitioner Nos.1 to 44 are working in Dharwad Bench of this Court from varying dates from 2008 onwards, while petitioner Nos.45 to 68 are working at Kalaburagi Bench of this Court from varying dates from 2009 onwards. It is contended that the Karnataka State Legal Services Authority filed a Public Interest Litigation (PIL) in W.P.No.52485/2014 seeking equal treatment to be given to the petitioners on par with other employees. In the said W.P.No.52485/2014, this Court passed an interim order dated 27.01.2016 holding and directing that the petitioners should be paid the minimum salary payable to Group 'D' employees. Subsequently, on 28.07.2016 and 27.10.2023, this Court passed further interim orders granting benefits of minimum salary payable to the petitioners as that of Group 'D' employees in



the light of the Karnataka Daily Wage Employees Welfare Act, 2012 vide Act No.19 of 2013 w.e.f. 15.02.2013 and ultimately, this Court disposed of the aforesaid W.P.No.52485/2014 vide final order dated 08.01.2025 reiterating the directions issued by this Court in favour of the petitioners in its earlier interim orders referred to supra and by issuing further directions.

2.1 It is the grievance of the petitioners that despite the aforesaid orders passed by this Court and the Communication addressed by the 2nd respondent – Registrar General and the petitioners being entitled to difference of arrears of pay w.e.f. January 2012 to December 2019, i.e., Rs.7,730/- per month from January 2012 to December 2015 as against Rs.3,500/- per month paid during the said period and Rs.19,900/- per month from January 2016 to December 2019 as against Rs.9,600/- per month for the said period especially when the petitioners were doing the same amount of work as regular employees and the principle / doctrine of equal pay for equal work was applicable to them, the 1st respondent – State has issued the impugned Communication at Annexure – E dated 15.07.2025 refusing to consider the request of



the petitioners, who are before this Court by way of the present petition.

3. The 2nd respondent – Registrar General of this Court has supported the claim of the petitioners and has filed a memo dated 27.03.2026 producing the following documents:

- “(i) *Copy of payment related documents.*
- “(ii) *Copy of details of part time workers in High Court office, Kalaburagi.*
- “(iii) *Copy of letter from the Registrar General dated 22.04.2025.*
- “(iv) *Copy of details of part-time workers in High Court office, Dharwad.*
- “(v) *Copy of High Court of Karnataka (Officers and Officials) Revised Pay Rules, 2018.”*

4. The 1st respondent – State has filed statement of objections *interalia* opposing the petition and contending that the same is liable to be dismissed. It is contended that while it was not in dispute that the petitioners were working at the Dharwad and Kalaburagi Benches as well as at the residences of the Hon'ble Judges, Staff Quarters, Guest Houses, Club Houses, etc., and performing the works of Jamedhar, Peon, Cooks, House Keeping,



Sanitation, Electricians, etc., as per the interim order passed by this Court dated 27.01.2016, the 1st respondent – State issued a Government order dated 04.05.2016 and sanctioned minimum salary of Group ‘D’ employee i.e., Rs.9,600/- w.e.f. 01.02.2016 upto December 2019. It is also contended that as per the Government Order dated 13.01.2020, the 1st respondent – State sanctioned minimum salary of Group ‘D’ employees at Rs.19,900/- w.e.f. 13.01.2020 as per the High Court of Karnataka (Officers and Officials) Revised Pay Rules, 2018 and the said amount has been paid from January 2020 onwards and claim of the petitioners for arrears of salary / remuneration for the earlier period was liable to be rejected.

4.1 It is submitted that in pursuance of the Communication dated 22.04.2025 issued by the 2nd respondent – Registrar General of this Court, an opinion was sought for by the Law Department, which opined that the petitioners were not entitled to arrears of remuneration / salary for the period prior upto January 2020 as sought for by them and that they have already been paid salaries / remuneration due to them in terms of the orders and directions passed by this Court in W.P.No.52485/2014. It is also contended



that the petitioners being Daily Wagers / Casual / Part-time employees cannot claim parity in pay and having not been appointed against sanctioned posts, they would not be entitled to claim equal pay and as such, the petition is liable to be dismissed.

5. The petitioners have filed rejoinder disputing and denying the various contentions urged in the statement of objections of the 1st respondent – State and have reiterated their claim *inter alia* referring to various documents, notifications, communications, orders, etc., and contend that the writ petition deserves to be allowed.

6. Heard learned counsel for the petitioners and learned AAG for the 1st respondent – State as well as learned counsel for 2nd respondent and perused the material on record.

7. In addition to reiterating the various contentions urged in the petition and referring to the material on record, learned counsel for the petitioners invited my attention to the various orders passed by this Court in W.P.No.52485/2014 and the provisions contained in the High Court of Karnataka (Officers and Officials) Revised Pay Rules, 2018 vide Notification HCE No.1174/2011 dated



06.03.2018, which was brought into force w.e.f. 01.01.2016 in order to point out that having regard to the fact that the petitioners are working the whole day exactly similar to permanent / regular employees, which has been recognised by this Court, the petitioners are entitled to the benefit of the doctrine / principle of equal pay for equal work and the various contentions urged by the respondents are liable to be rejected, since the denial of arrears would offend Articles 14, 21, 23 and 300A of the Constitution of India. It is submitted that the Communication dated 22.04.2025 issued by the 2nd respondent – Registrar General is akin to an exercise of power under Article 229(2) of the Constitution of India r/w Rule 11 of the High Court of Karnataka Service (Conditions of Service and Recruitment) Rules, 1973 and hence, binding are to be implemented by the 1st respondent – State in favour of the petitioners, particularly when the State being a model employer cannot plead either paucity of funds or estoppel as against the petitioners, whose rights have been recognized and confirmed by this Court in W.P.No.52485/2014 supra and as such, the petition deserves to be allowed. In support of his submissions, learned counsel for the petitioners relied on the following judgments;



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- i. ***Randhir Singh vs. Union of India and Ors. [(1982) 1 SCC 618] (Paras 1 and 8);***
- ii. ***Sabha Shanker Dube vs. Divisional Forest Officer and Ors. ((2019) 12 SCC 297) (Paras 10-14);***
- iii. ***Shripal and Anr. vs. Nagar Nigam, Ghaziabad [2025 SCC OnLine SC 221] (Paras 14 and 15);***
- iv. ***Dharam Singh and Ors. vs. State of U.P. and Ors. [2025 SCC OnLine SC 173] (Paras 1, 17, and 20);***
- v. ***Bhola Nath vs. State of Jharkhand and Ors. [2026 INSC 99] (Paras 11, 12-12.3, and 13.6-13.9);***
- vi. ***Judgment dated 06.02.2025 of the Coordinate Bench in W.P. No. 13249/2020 (Karnataka High Court Employees Welfare Association vs. State of Karnataka and Ors) (Paras 15, 16, 19-22, 27, 28);***
- vii. ***Judgment dated 29.10.2025 of the Division Bench of Delhi High Court in W.P (C) 7998/2025 [Rushant Malhotra and Ors v. The Government of NCT of Delhi and Ors) (Paras 2, 17-18, 22 and 25);***
- viii. ***North Delhi Municipal Corporation vs. Dr. Ram Naresh Sharma and Ors [(2021) 17 SCC 642] (Paras 1 and 20);***
- ix. ***Union of India through its Secretary vs. Sgt. Girish Kumar and Ors [2026 SCC OnLine SC 194] (Paras 19 and 20);***
- x. ***The State of Karnataka and Ors. vs. Sri T. R. Manjunath (DB) [W.P. No. 7628/2024] dated 30.10.2024 (Paras 1 and 5);***



xi. State of West Bengal and Anr vs. Confederation of State Government Employees, West Bengal and Ors [2026 SCC OnLine SC 155] (Paras 50-52).

8. Per contra, learned counsel for the 2nd respondent would support the claim of the petitioners and submit that appropriate orders may be passed by this Court in favour of the petitioners in terms of the Communication dated 22.04.2025 addressed by the 2nd respondent – Registrar General to the 1st respondent – State and the present petition may be allowed and disposed of accordingly.

9. Learned AAG for the 1st respondent – State would reiterate the various contentions urged in the statement of objections and submits that there is no merit in the petition and that the same is liable to be dismissed. In support of their submissions, learned AAG and learned counsel for the 2nd respondent placed reliance upon the following judgments;

- i. Secretary, State of Karnataka vs. Umadevi (3) ((2006) 4 SCC 1];***
- ii. State of Punjab vs. Jagjit Singh ((2017) 1 SCC 148];***
- iii. Union of India vs. Ilmo Devi ((2021) 8 SCC 613/AIR 2021 SC 4855];***



- iv. ***State of Rajasthan vs. Daya Lal [(2011) 2 SCC 429/AIR 2011 SC 1193];***
- v. ***M. Raja vs. CEERI Educational Society [(2006) 12 SCC 636];***
- vi. ***S.C. Chandra vs. State of Jharkhand [(2007) 8 SCC 279];***
- vii. ***Kurukshetra Central Coop. Bank Ltd. vs. Mehar Chand [(2007) 15 SCC 68];***
- viii. ***Official Liquidator vs. Dayanand [(2008) 10 SCC 1];***
- ix. ***Jasmer Singh vs. State of Haryana [(1996) 11 SCC 77].***

10. I have given my anxious consideration to the rival submissions and perused the material on record.

11. Before advertng to the arrival contentions, it would be profitable to extract the interim orders and the final order passed in W.P.No.52485/2014. The interim order dated 27.01.2016 passed in W.P.No.52485/2014 reads as under:

“64 temporary workers have been employed in Dharwad Bench and Gulbarga Bench of this Court. They are the major group ‘D’ working force in those places. They are paid emoluments of `3,500/- (Rupees three thousand and five hundred) only, per month. As the temporary workers are factually working for the whole day, we feel that injustice is caused to them. They are supposed to work only for four hours on payment of `3,500/- (Rupees three thousand and five



hundred) only, per month. We reiterate that they are working for the whole day and but for them, the Benches cannot run.

We feel that as a special case, we must pass certain directions for the best interest of the institution.

64 persons shall continue in their service till any recruitment is made for the group 'D' posts in both the Benches. They shall not be entitled to claim any equity whatsoever.

They are paid `3,500/- (Rupees three thousand and five hundred) only, per month. We feel that they are entitled to the minimum salary as is payable to a group 'D' staff. The authorities shall, therefore, pay them minimum salary of a group 'D' employee of a government organisation, without any future increments, from the month of February, 2016, payable in March, 2016.

The Registry is directed to forward the list of staff required for the purpose of running the Benches within a month. If the government sanctions the posts, immediately steps should be taken to fill up those posts in accordance with law. Till such time, these temporary workers shall continue and shall be getting minimum salary as that of the group 'D' employees.

However, we clarify that although they are not entitled to any equity as they had worked for several years, they shall be entitled to participate in the selection process provided, however, they are otherwise eligible.

This order is passed as a special case to enable the High Court to run the Benches in both the places. It shall not be considered to be a precedent in future."

12. The interim order dated 28.07.2016 passed in W.P.No.52485/2014 reads as under:

ORDER ON IA-I OF 2016



This application is filed seeking modification of the interim order granted by this court on January 27, 2016.

It is contended that, notwithstanding the 64 temporary workers as mentioned earlier, there are other workmen, who have been appointed on similar terms, in the High Court Benches at Dharwad and Kalaburagi. That they too should be extended the same benefit as granted to the others in terms of the interim order dated January 27, 2016.

Mr R Devdas, learned Principal Government Advocate, opposes the same, on the ground that what is granted by this court is in excess of the sanctioned posts. That the State Government is likely to increase the sanctioned strength in so far as the group 'D' employees are concerned.

Detailed reasonings were assigned in the order dated January 27, 2016. With regard to sanctioning of the posts it was held as follows:-

The Registry is directed to forward the list of staff required for the purpose of running the Benches within a month. If the government sanctions the posts, immediately steps should be taken to fill up those posts in accordance with law. Till such time, these temporary workers shall continue and shall be getting minimum salary as that of the group 'D' employees.

Therefore, the plea of the State cannot be accepted. The sanctioning of posts is by the Government. They have still not sanctioned the posts. As and when the posts are sanctioned necessarily the same would be filled up. It is



only to ensure that work is not hampered, due to the delay in sanctioning of the posts, that these arrangements have been made.

In order to ensure that absolute justice is done to the employees, we deem it just and necessary to clarify that only those persons who are on the rolls as on January 27, 2016, would be entitled to the interim order of that date and further that no further appointment shall be made, except with the leave of this Court.

On considering the contentions, we are of the considered view that the interim order granted by this court on January 27, 2016 requires to be extended to all those similarly placed workmen who are employed at the High Court Benches at Dharwad and Kalaburagi as on January 27, 2016. However, we clarify that no further temporary appointments shall be made without seeking leave of this court.

The Registrar General is directed to furnish the list of all such employees who have been working at the High Court Benches at Dharwad and Kalaburagi as on January 27, 2016 excluding the list of 64 persons who are covered by the interim order dated January 27, 2016. The list shall be furnished to the Principal Government Advocate within a period of two weeks from today for necessary action and compliance of this order.

Accordingly IA-I of 2016 is disposed off and the interim order granted by this court on January 27, 2016 is modified in the above terms.



The learned counsel for the petitioner contends that the order dated January 27, 2016 has not been complied with. In view of the same, the State is directed to comply with the order dated January 27, 2016 as well as today's order by the end of September, 2016."

13. The interim order dated 27.10.2023 passed in W.P.No.52485/2014 reads as under:

"Heard learned counsel for the petitioner; learned counsel for the respondent No.1; and learned Additional Government Advocate for the respondent-State.

The litigation has a long history of nearly a decade which by itself is a proof of the fact that petitioners have been discharging duties over a length of time, which in our considered opinion, requires to be viewed sympathetically. In that view of the matter and in view of the fact that the State has enacted the Karnataka Daily Wage Employees Welfare Act, 2012 and published the same in Extraordinary Gazette on 15th February, 2013, the respondent No.1 may, as an interim measure, shall consider extending the benefits formulated in Act 19 of 2013, to the petitioners and to persons who are similarly situated, we deem it appropriate to grant such an interim measure in view of the apprehension expressed by the petitioners that the determination of writ petition would take considerable time.

The State, having evolved the policy to protect the interest of daily wagers as on the date of the Act, prima facie, we do see no hindrance in the State attempting to



extend similar protection and benefits to the depressed classes of the Society who are rendering work as daily wagers after implementation of the Act and that too who have completed more than a decade after enactment of Karnataka Act 19 of 2013.

The respondent No.1 shall examine and pass appropriate orders within an outer limit of six weeks from today.”

14. The final order dated 08.01.2025 passed in W.P.No.52485/2014, reads as under:

“Moved by the High Court Legal Services Committee, in the present public interest petition, the cause sought to be espoused was with regard to equal treatment to be given to Group 'D' employees working on daily wages at the Dharwad and Kalaburagi Benches of the High Court of Karnataka in terms of payment of salary treating them at par with the other employees.

2. It was stated that Group 'D' employees employed to work in the establishment of the High Court at the said two places where the Circuit Benches function, parity in remuneration was eluded for them. There were about 36 employees working on the establishment of the benches, most of them were deputed to work at the residence of Hon'ble Judges and that, they have put in a reasonably long continuous satisfactory service.

3. It was contended in the petition that the daily wage employees had have the right to be treated at par on the



ground that they have been discharging duties of similar nature and therefore, could not have been treated differently in the matter of paying the salary and other remunerative benefits which are part of the salary.

3.1. The proceedings of this petition witnessed several orders passed by the Court from time to time, including the orders were passed on 27.01.2016, 28.07.2016 and 17.11.2021 stating the material aspects in the controversy. By order dated 28.07.2016, the Court refused to accept the stand taken by the State Government. The Registrar General was directed to furnish the list of the employees who have been working at the said Benches as on January 27, 2016 excluding the 64 persons who were covered by the interim order earlier passed on 27.01.2016.

3.2. In the order dated 17.11.2021, the Court recorded the submission on the part of learned advocate for respondent No.2 that the part time employees employed at the Dharwad and Kalaburagi Benches of the High Court have been paid wages at the enhanced rate and arrears have also been paid to them which was, however, prospectively.

4. Today when the petition came up for consideration, learned Additional Government Advocate Smt. Niloufer Akbar filed a memo dated 08.01.2025 producing therewith the copy of approved proposal of the Finance Department, Government of Karnataka along with the



copy of the endorsement issued by respondent No.1 - the Chief Secretary, State of Karnataka.

4.1. It is stated in the memo that the application of petitioner has been considered and the benefit of general holidays and Government holidays as notified by this Court in the calendar is granted to the part time daily wage manual workers working in the Benches of High Court at Dharwad and Kalaburagi. The memo accompanies copies of relevant correspondence and order dated 07.01.2025 of the Finance Department and from the Karnataka Government Secretariat.

4.2. Learned advocate Smt. B.V. Nidhishree for the petitioner stated that these orders passed by the State Government substantially and largely satisfies the grievance of the petitioner. She, however, submitted that the issue of arrears of payment of salary at the enhanced rate for the period from 2012 to 2019 is yet to be addressed by the competent authority.

*5. The situation emerges after the filing of the above documents/orders by the State Governmental authorities along with memo, is that the benefit of general holidays is accorded to the class of daily wagers at Dharwad and Kalaburagi Benches of the High Court to make them stand with par with the regular employees in terms of the said remainder benefit. These daily wagers have already been paid the *minimum basic pay equivalent to which is paid to the *Group-D employees. They shall be continued to be paid accordingly *the minimum basic pay of Group-D employees. There is no gainsaying about that.*



6. *In the totality of the facts and circumstances, the Court finds that since the substantial part of the grievance is taken care of by the Governmental authorities by granting the holidays and treating the daily wage employees at the said two Benches at par with the other employees, the present proceedings are not required to be continued.*

7. *As far as the surviving aspect of the arrears of payment during the aforesaid period from 2012 to 2019 is concerned, the employees are permitted to make a detailed representation to the Registrar General of this Court since they are appointed under Rules 7 and 55(2) of the Manual of Contingent Expenditure, 1958.*

8. *Learned advocate for the petitioner stated that such representation will be made within four weeks. Once the representation is made, the Registrar General of this Court is directed to forward the same to the competent authority of the State Government, which shall in turn decide the same in accordance with law and more particularly keeping in view that these daily waged employees are treated at par with regular employees in all other respects, within three months from the date of such representation, so as to iron out the creases. The representation may be considered sympathetically.*

9. *The Court, however, as such, does not express any opinion about the representation which may be made by the petitioner.*



While parting, the Court notes that the respondents have taken a fair and justice-oriented stand. The Court records a special appreciation for learned Additional Government Advocate Mrs. Niloufer Akbar for her effective, objective and able assistance to the Court in the matter.

The petition stands disposed of in the aforesaid terms.”

15. Subsequently, the petitioners submitted representations dated 22.04.2025 and 04.09.2025 to the 2nd respondent – Registrar General of this Court, who addressed a Communication dated 22.04.2025 to the 1st respondent – State accepting the request of the petitioners and calling upon the 1st respondent – State to pay the difference of arrears / remuneration for the period from 2012 to 2019 in favour of the petitioners. The said Communication dated 22.04.2025 reads as under:

No. HCE 827/2011

22.04.2025

*To,
The Chief Secretary to Government of Karnataka
Karnataka Government Secretariat
Vidhana Soudha
Benglauru – 560 001.
Madam,*

*Sub: Implementation of directions issued by the
Hon'ble Court in WP No 52485/2014- reg.*



Ref: Judgment dated 08.01.2025 and Oral Judgment dated 05.03.2025 in WP No.52485/2014 passed by the Hon'ble the Division Bench of this Court and orders passed thereon on administrative side.

With reference to the subject cited above, I am directed to inform that, the Hon'ble Division Bench of this Court has disposed Writ Petition No.52485/2014 filed by the High Court Legal Services Committee against Government of Karnataka and another (Registrar General, High Court of Karnataka), vide Judgment dated 08.01.2025 and Oral Judgment dated 05.03.2025, the extract direction issued by the this Hon'ble Court in the said Judgment reads as here under:

“5. The situation emerges after the filing of the above documents/orders by the State Governmental authorities along with memo, is that the benefit of general holidays is accorded to the class of daily wagers at Dharwad and Kalaburagi Benches of the High Court to make them stand with par with the regular employees in terms of the said remainder benefit. These daily wagers have already been paid the *minimum basic pay equivalent to which is paid to the *Group-D employees. They shall be continued to be paid accordingly *the minimum basic pay of Group-D employees. There is no gainsaying about that.

(*Corrected vide Court order dated 05.03.2025.)

6. In the totality of the facts and circumstances, the Court finds that since the substantial part of the grievance is taken care of by the Governmental authorities by granting the holidays and treating the daily wage employees at the said two Benches at par with the other employees, the present proceedings are not required to be continued.

7. As far as the surviving aspect of the arrears of payment during the aforesaid period from 2012 to 2019 is concerned, the employees are permitted to make a detailed representation to the Registrar General of this Court since they are appointed under



Rules 7 and 55(2) of the Manual of Contingent Expenditure, 1958.

8. Learned advocate for the petitioner stated that such representation will be made within four weeks. Once the representation is made, the Registrar General of this Court is directed to forward the same to the competent authority of the State Government, which shall in turn decide the same in accordance with law and more particularly keeping in view that these daily waged employees are treated at par with regular employees in all other respects, within three months from the date of such representation, so as to iron out the creases. The representation may be considered sympathetically.

The Copy of the Judgment dated 08.01.2025 and Oral Judgment dated 05.03.2025 passed in WP No.52485/2014 are enclosed vide Annexure-'A' for kind reference.

*In this regard it is informed that, as per the said directions at Point No.7 & 8 of the said Judgment, the Part Time Menials working in the respective Benches and the Counsel for petitioners have submitted the representations/Letter requesting to take necessary steps for payment of arrears/remuneration for the period from 2012 to 2019 in respect of the Part Time Menials as per the calculation sheet furnished by the concerned unit heads i.e. the Additional Registrar General, High Court of Karnataka Benches at Dharwad and Kalaburagi. The copy of calculation sheets in respect of Dharwad and Kalaburagi Benches are enclosed vide **Annexure - 'B' & 'C'** respectively for your kind reference.*

Accordingly, the said matter has been placed before Hon'ble the Chief Justice on administrative side for consideration and after perusal of the material on record and



facts of the case, His Lordship has passed the following orders:

1. In respect of the direction issued in Point No.5, the office has addressed a letter to the concerned Additional Registrar General to extend the benefit of General Holidays and the holidays as notified by this Court from time to time to the Part Time Menials working in the respective Benches, subject to conditions prescribed thereon.

2. In respect of remaining observation at Point No.5 and the observation made in Point No.8, His Lordship has directed the Registry to communicate a Letter to the Government with a request to continue the payment of consolidated remuneration i.e. minimum basic pay of regular Group 'D' employees working on the establishment of High Court of Karnataka and also directed to forward the representations submitted by the Part Time Menials working in the respective Branches along with Letter submitted by Smt.B.V.Nidhishree, learned Advocate for petitioners and the Calculation Sheet in the respect of difference of payment of arrears / remuneration to be paid from 2012 to 2019 to the Part time Menials to the competent authority of the State Government.

In this regard, the remuneration already paid to the Part Time Menials from 2012 to 2019 as per the relevant Government Orders issued from time to time and the minimum basis pay of Group 'D' employees working on the establishment of High Court of Karnataka is as under:



Sl. No.	Remuneration already paid to the Part Time Menials from time to time	Minimum basic pay of the Group-'D' employees of High Court of Karnataka
1.	` 3,500/- p.m. from the month of January, 2012 to January, 2016	` 7,730/- p.m. from the month of January, 2012 to December, 2015
2.	` 9,600/- p.m. from the month of February, 2016 to December, 2019	` 19,900/- p.m. from with effect from 01.01.2016 till date

According to the above table, the difference of payment of arrears / remuneration to the Part Time Menials as submitted by the concerned Additional Registrar General for the period from 2012 to 2019 will be approximately `2,44,77,095/- for Dharwad Bench and `1,69,38,269/- for Kalaburagi Bench.

At present, 69 Part Time Menials i.e. 44 and 25 are working at the Benches of High Court of Karnataka at Dharwad and Kalaburagi, respectively and they are being paid ` 19,900/- per month on par with regulars (i.e. Minimum pay of the Group-'D' employees of High Court of Karnataka).

Therefore, in view of the Judgment dated 08.01.2025 and Oral Judgment dated 05.03.2025 passed in WP No.52485/2014 and as per the orders of Hon'ble the Chief Justice on Administrative side, I am directed to request you to continue the payment of consolidated remuneration i.e. minimum basic pay of regular Group 'D' employees working on the establishment of High Court of Karnataka to the Part



Time Menials working in the respective Benches and also forwarding the representations/Letter (original) submitted by the part time menials working in the Benches of High Court of Karnataka at Dharwad and Kalaburagi and Smt.B.V.Nidhishree, learned Advocate for Petitioners alongwith calculation sheets submitted by the respective Additional Registrar General with regard to payment of difference of arrears/remuneration for the period from 2012 to 2019 to the Part Time Menials, for taking necessary steps in the matter.

Further, you are requested to intimate the action taken on the said matter to this office.

Your's faithfully

Sd/-
(K.S.BHARATH KUMAR)
REGISTRAR GENERAL"

16. A perusal of the aforementioned orders and Communication would indicate that the State cannot classify the petitioners as purely "limited-hour part-time" workers and as such, the Petitioners are entitled to wages on par with regular employees, as they work full-time and are completely indispensable to running the regional Benches and by virtue of the interim orders of this Court, the petitioners were directed to be brought on par with the regular employees and paid minimum salary of Group-D employee



which was confirmed by this Court in its final order dated 08.01.2025 passed in W.P.No.52485/2014.

17. The material on record would indicate that the High Court of Karnataka (Officers and Officials) Revised Pay Rules, 2018 vide Notification HCE No. 1174/2011 dated 06.03.2018 came into effect from 01.01.2016, stipulates monthly pay scale of Rs.19,900/- and as such, petitioners were entitled to paid wages of Rs.19,900/- but were only paid Rs. 9,600/- from 2016 to 2019, which is arbitrary application of the rules and waiting until January 2020 to provide this baseline rate to the petitioners created an arbitrary four-year gap where they were under compensated for their work. It is relevant to mention that temporary workers executing identical duties must not be denied the lowest standard scale of regular employees and admittedly, the petitioners are doing the same work as the permanent employees and as such, petitioners are entitled to equal pay for equal work.

18. The Apex Court in ***Randhir Singh's case supra***, held as under -

“1. “Equal pay for equal work” is not a mere demagogic slogan. It is a constitutional goal capable of attainment



through constitutional remedies, by the enforcement of constitutional rights. So the petitioner claims; so the petitioner asserts. Article 39(d) of the Constitution proclaims, as a directive principle, the constitutional goal of “equal pay for equal work for both men and women”. Articles 14 and 19 guarantee respectively the fundamental rights to equality before the law and equality of opportunity in the matter of public employment and Article 32 provides the remedy for the enforcement of the fundamental rights. So the petitioner has invoked the jurisdiction of this Court under Article 32 and has asked us to direct the respondents to give him his due, the same as they have given others like him. True, he is the merest microbe in the mighty organism of the State, a little clog in a giant wheel. But, the glory of our Constitution is that it enables him to directly approach the highest court in the land for redress. It is a matter of no little pride and satisfaction to us that he has done so. Hitherto the equality clauses of the Constitution, as other articles of the Constitution guaranteeing fundamental and other rights, were most often invoked by the privileged classes for their protection and advancement and for a “fair and satisfactory” distribution of the buttered loaves amongst themselves. Now, thanks to the rising social and political consciousness and the expectations roused as a consequence, and the forward-looking posture of this Court, the underprivileged also are clamouring for their rights and are seeking the intervention of the court with touching faith and confidence in the court. The Judges of the court have a duty to redeem their constitutional oath and do justice no less to the pavement-dweller than to the guest of the five-star hotel.

8. *It is true that the principle of “equal pay for equal work” is not expressly declared by our Constitution to be a fundamental right. But it certainly is a constitutional goal. Article 39(d) of the Constitution proclaims “equal pay for equal work for both men and women” as a directive principle of State Policy. “Equal pay for equal work for both men and women” means equal pay for equal work for everyone and as between the sexes. directive principles, as has been pointed*



out in some of the judgments of this Court have to be read into the fundamental rights as a matter of interpretation. Article 14 of the Constitution enjoins the State not to deny any person equality before the law or the equal protection of the laws and Article 16 declares that there shall be equality of opportunity for all citizens in matters relating to employment or appointment to any office under the State. These equality clauses of the Constitution must mean something to everyone. To the vast majority of the people the equality clauses of the Constitution would mean nothing if they are unconcerned with the work they do and the pay they get. To them the equality clauses will have some substance if equal work means equal pay. Whether the special procedure prescribed by a statute for trying alleged robber-barons and smuggler kings or for dealing with tax evaders is discriminatory, whether a particular governmental policy in the matter of grant of licences or permits confers unfettered discretion on the Executive, whether the take-over of the empires of industrial tycoons is arbitrary and unconstitutional and other questions of like nature, leave the millions of people of this country untouched. Questions concerning wages and the like, mundane they may be, are yet matters of vital concern to them and it is there, if at all that the equality clauses of the Constitution have any significance to them. The Preamble to the Constitution declares the solemn resolution of the people of India to constitute India into a Sovereign Socialist Democratic Republic. Again the word "socialist" must mean something. Even if it does not mean 'to each according to his need', it must at least mean "equal pay for equal work". "The principle of "equal pay for equal work" is expressly recognized by all socialist systems of law, e.g., Section 59 of the Hungarian Labour Code, para 2 of Section 111 of the Czechoslovak Code, Section 67 of the Bulgarian Code, Section 40 of the Code of the German Democratic Republic, para 2 of Section 33 of the Rumanian Code. Indeed this principle has been incorporated in several western Labour Codes too. Under provisions in Section 31 (g. No. 2d) of Book I of the French Code du Travail, and



according to Argentinian law, this principle must be applied to female workers in all collective bargaining agreements. In accordance with Section 3 of the Grundgesetz of the German Federal Republic, and Clause 7, Section 123 of the Mexican Constitution, the principle is given universal significance” (vide International Labour Law by Istvan Szaszy, p. 265). The Preamble to the Constitution of the International Labour Organisation recognises the principle of ‘equal remuneration for work of equal value’ as constituting one of the means of achieving the improvement of conditions “involving such injustice, hardship and privation to large numbers of people as to produce unrest so great that the peace and harmony of the world are imperilled”. Construing Articles 14 and 16 in the light of the Preamble and Article 39 (d), we are of the view that the principle “equal pay for equal work” is deducible from those Articles and may be properly applied to cases of unequal scales of pay based on no classification or irrational classification though those drawing the different scales of pay do identical work under the same employer.”

19. So also, the Apex Court in **Sabha Shankar’s case** *supra*, held as under.

“10. On a comprehensive consideration of the entire law on the subject of parity of pay scales on the principle of equal pay for equal work, this Court in Jagjit Singh [State of Punjab v. Jagjit Singh, (2017) 1 SCC 148 : (2017) 1 SCC (L&S) 1] held as follows: (SCC p. 223, para 58)

“58. In our considered view, it is fallacious to determine artificial parameters to deny fruits of labour. An employee engaged for the same work cannot be paid less than another who performs the same duties and responsibilities. Certainly not, in a welfare State. Such an action besides being demeaning, strikes at the very foundation of human dignity. Anyone, who is compelled to work at a lesser wage does not do so voluntarily. He does so to provide food and shelter to his family, at the



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cost of his self-respect and dignity, at the cost of his self-worth, and at the cost of his integrity. For he knows that his dependants would suffer immensely, if he does not accept the lesser wage. Any act of paying less wages as compared to others similarly situate constitutes an act of exploitative enslavement, emerging out of a domineering position. Undoubtedly, the action is oppressive, suppressive and coercive, as it compels involuntary subjugation."

11. *The issue that was considered by this Court in Jagjit Singh [State of Punjab v. Jagjit Singh, (2017) 1 SCC 148 : (2017) 1 SCC (L&S) 1] is whether temporary employees (daily-wage employees, ad hoc appointees, employees appointed on casual basis, contractual employees and likewise) are entitled to the minimum of the regular pay scales on account of their performing the same duties which are discharged by those engaged on regular basis against the sanctioned posts. After considering several judgments including the judgments of this Court in Tilak Raj [State of Haryana v. Tilak Raj, (2003) 6 SCC 123 : 2003 SCC (L&S) 828] and Surjit Singh [State of Punjab v. Surjit Singh, (2009) 9 SCC 514 : (2009) 2 SCC (L&S) 696] , this Court held that temporary employees are entitled to draw wages at the minimum of the pay scales which are applicable to the regular employees holding the same post.*

12 [Ed.: Para 12 corrected vide Official Corrigendum No. F.3/Ed.B.J./111/2018 dated 4-7-2019.] *. In view of the judgment in Jagjit Singh [State of Punjab v. Jagjit Singh, (2017) 1 SCC 148 : (2017) 1 SCC (L&S) 1] , we are unable to uphold the view of the High Court that the appellants herein are not entitled to be paid the minimum of the pay scales. We are not called upon to adjudicate on the rights of the appellants relating to the regularisation of their services. We are concerned only with the principle laid down by this Court initially in Putti Lal [State of U.P. v. Putti Lal, (2006) 9 SCC 337 : 2006 SCC (L&S) 1819] relating to persons who are similarly situated to the appellants and later affirmed in Jagjit Singh [State of Punjab v. Jagjit Singh, (2017) 1 SCC*



148 : (2017) 1 SCC (L&S) 1] that temporary employees are entitled to minimum of the pay scales as long as they continue in service.”

20. A perusal of the material on record would indicate that the interim orders and final order of this Hon'ble Court have specifically recognized the claim of petitioners for arrears and directed the respondents to consider the same sympathetically, and as such, the contention of the respondents that the petitioners are estopped from claiming any arrears cannot be accepted.

21. It would be apposite to refer to the Communication dated 22.04.2025 by the Registrar General of this Court which contains the orders of the Hon'ble Chief Justice issued on the administrative side, which is an exercise of powers under Article 229(2) r/w Rule 11 of the High Court of Karnataka Service (Conditions of Service and Recruitment) Rules, 1973 and thus making it binding on the respondents. In this regard, this Court's judgment in ***Karnataka High Court Employees Welfare Association's case supra*** held as under;

'19. It is to be noticed that the conditions of service are governed by the High Court of Karnataka Service (Conditions of Service and Recruitment) Rules, 1973, which would provide for



the conditions of service including allowances. Rule 11 provides as hereunder:

"11. Conditions of Service.- In respect of all such matters regarding the conditions of service of the members of the High Court Service for which no provision or insufficient provision has been made in these rules, the rules and orders for the time being in force and applicable to servants holding posts in the Government of Karnataka shall regulate the conditions of service of the members of the High Court Service, subject to such modifications, variations or exceptions, if any, in the said rules and orders, as the Chief Justice may from time to time, specify: Provided that no order containing modifications, variations or exceptions in rules relating to salaries, allowances, leave or pensions shall be made by the Chief Justice except with the previous approval of the Governor of Karnataka:

Provided further that the powers exercisable under the rules and orders of the Government of Karnataka by the Governor or the Government or by any authority subordinate thereto shall be exercisable by the Chief Justice.

20. It is thus clear that the Chief Justice is conferred with power to pass directions regarding conditions of service, where insufficient provision is made. It is such context as well the directions of the Chief Justice is to be appreciated. The Chief Justice has been of the view that the present system of reimbursement is insufficient and accordingly directions have been made. 21. No doubt the power under Article 229 of the Constitution of India would in the hierarchy of power conferred stand above any existing rules. The legal standing of such communication cannot be disputed. Article 229(2) of the Constitution of India reads as follows:-

"229. Officers and servants and the expenses of High Courts.- (1) xxx (2) Subject to the provisions of any law made by the Legislature of the State, the conditions of service of officers and servants of a High Court shall be such as may be prescribed by rules made by the Chief



Justice of the Court or by some other Judge or officer of the Court authorized by the Chief Justice to make rules for the purpose: Provided that the rules made under the clause shall, so far as they relate to salaries, allowances, leave or pensions, require the approval of the Governor of the State.”

22. In light of Article 229(2) of the Constitution of India, the condition of service of officers and servants of a High Court shall be such as may be prescribed by the Rules made by the Chief Justice of the Court. The said provision has been interpreted in a manner that any communication by the Hon'ble Chief Justice in whatever form it may be, would be construed to be a Rule under Article 229(2) of the Constitution of India as long as there is due application of mind and the intention that the communication is one under Article 229 is reflected in the communication. This aspect has been considered by the Division Bench of this Court in Writ Appeal No.4411/2011 [S-RES], which subsequently has attained finality. In light of the said order having been affirmed by the Hon'ble Apex Court while dismissing Civil Appeal Nos.5914-5915/2012, copy of which is enclosed at Annexure-'C', the Division Bench had construed the contents of letter of the Hon'ble Chief Justice dated 06.10.2004 to be the Rules framed pursuant to Article 229(2) of the Constitution of India

23. It is the submission of Ms.B.V.Vidyulatha, learned counsel appearing for respondent No.5 that the observations of Division Bench relating to subsequent procedures to be followed which refers to Proviso to Article 229(2) of the Constitution of India would arise only if there is a financial implication and the same may not arise in this case and that the direction of the Hon'ble Chief Justice by itself would be sufficient. It is also submitted that such concurrence may not be required if the direction under Article 229 is not made to be State Government. While noting the said submission, such aspect relates to procedural requirements and adherence if required as per law may be required to be adhered to. 24. It is to be noticed that the relief sought is for issuance of appropriate directions to the Central Government, in light of the communication addressed by the



Hon'ble Chief Justice on 24.01.2024 to the Central Government, what now remains is passing of appropriate directions.

27. It must also be noticed that the aspect of defining the service benefits of employees of High Court are solely within the discretion of Hon'ble Chief Justice though tempered by the procedure under Article 229(2) of the Constitution of India. If the employer is of the view that the existing Rules are insufficient and suffer from inadequacies and that the employees deserve a better set of Rules to address reimbursement of medical expenses, it is such prerogative of the Chief Justice as has been expressed in the present case in terms of Article 229(2) of the Constitution of India. Undisputedly, it is for the Hon'ble Chief Justice to define the nature of service conditions that is to be made applicable. It is in such context that the direction of the Hon'ble Chief Justice being the one under Article 229(2) of the Constitution of India is to be taken note of

28. The legal position and implication of the communication as being the one under Article 229(2) of the Constitution of India, is a matter that is a settled legal position'

22. In ***Rushant Malhotra's case supra***, the Delhi High Court held as under;

17. Article 229 of the Constitution of India clearly provides that the terms and conditions of service for the officers and servants of the High Court would be in terms of the rules prescribed by the Hon'ble the Chief Justice of the High Court itself. This provision has further been considered by the Supreme Court in Supreme Court Employees' Welfare Association (supra) where it has been observed as under:

"57. So far as the Supreme Court and the High Courts are concerned, the Chief Justice of India and the Chief Justice of the concerned High Court, are empowered to frame rules subject to this that when the rules are framed by the Chief Justice of India or by the Chief Justice of the High Court relating to salaries, allowances, leave or pensions,



the approval of the President of India or the Governor, as the case may be, is required. It is apparent that the Chief Justice of India and the Chief Justice of the High Court have been placed at a higher level in regard to the framing of rules containing the conditions of service. It is true that the President of India cannot be compelled to grant approval to the rules framed by the Chief Justice of India relating to salaries, allowances, leave or pensions, but it is equally true that when such rules have been framed by a very high dignitary of the State, it should be looked upon with respect and unless there is very good reason not to grant approval, the approval should always be granted. If the President of India is of the view that the approval cannot be granted, he cannot straightway refuse to grant such approval, but before doing so, there must be exchange of thoughts between the President of India and the Chief Justice of India.

58. In Gopalakrishnan case [(1976) 2 SCC 883 : 1976 SCC (L&S) 363 : AIR 1976 SC 123] , relied on by the learned Attorney General, it has been observed that one should expect in the fitness of things and in view of the spirit of Article 229 that ordinarily and generally the approval should be accorded. Although the said observation relates to the provision of Article 229(2), it also equally applies to the provision of Article 146(2) relating to the grant of approval by the President of India. In this connection, we may also refer to a decision of this Court in M. Gurumoorthy v. Accountant General Assam & Nagaland [(1971) 2 SCC 137 : 1971 Supp SCR 420] which was also considered in Gopalakrishnan case [(1976) 2 SCC 883 : 1976 SCC (L&S) 363 : AIR 1976 SC 123] . In Gurumoorthy case [(1971) 2 SCC 137 : 1971 Supp SCR 420] , this Court took the view that the unequivocal purpose and obvious intention of the framers of the Constitution in enacting Article 229 is that in the matter of appointments of officers and servants of a High Court, it is the Chief Justice or his nominee who is to be the supreme authority and there can be no interference by



the executive except to the limited extent that is provided in that article. The same observation will apply to the rules framed by the Chief Justice of India under Article 146(2) of the Constitution.”

18. A perusal of the above decision would show that it is a settled position that unless there is very good reason to do so, the approval to the decision taken by the Chief Justice of the High Court or the Supreme Court ought to be always granted by the concerned Governor or by the President. Even if there is any reason for not approving the said decision, there has to be engagement in this regard with the concerned Chief Justice.

26. Since there are no reasons communicated for not giving effect to the enhancement of remuneration from 1st October, 2022, and owing to the fact that the scheme has been framed under Article 229 of the Constitution of India, this Court is of the opinion that the enhancement of remuneration ought to come into effect, as approved by the Hon'ble the Chief Justice of Delhi High Court with effect from 1st October, 2022”

23. A perusal of the material on record would indicate that the petitioners have put in the work that was expected of them and this Hon'ble Court has recognised that they are entitled to equal wages as directed in the interim orders and final judgment dated 08.01.2025, the petitioners are entitled to and are paid wages as per the High Court of Karnataka (Officers and Officials) Revised Pay Rules, 2018 vide Notification HCE No. 1174/2011 dated 06.03.2018, which was brought into force w.e.f. 01.01.2016. The petitioners have only been paid these wages w.e.f. 13.01.2020 and as such, they are entitled to arrears in wages for the period



January 2012 to December 2019 and the denial of the same by the State Government amounts to violation of Articles 300A and 23 of the Constitution of India. The Apex Court in ***North Delhi Municipal Corporation's case supra***, held as under;

"20. In these matters, for almost 5 years, the respondent doctors have been providing service to countless patients, without remuneration or benefits. Their services are utilised by the employer in government establishments, without demur. In this regard, the learned Senior Counsel for the appellant submits that paying arrear unpaid wages to the respondent doctors will impose substantial financial burden upon the State. Such submission cannot however be countenanced as a fair submission by the State's counsel. The principle of "no work, no pay" protects employers from paying their employees if they don't receive service from them. A corollary thereto of "no work should go unpaid" should be the appropriate doctrine to be followed in these cases where the service rendered by the respondent doctors have been productive both for the patients and also the employer. Therefore, we are quite clear in our mind that the respondents must be paid their lawful remuneration—arrears and current, as the case may be. The State cannot be allowed to plead financial burden to deny salary for the legally serving doctors. Otherwise it would violate their rights under Articles 14, 21 and 23 of the Constitution."

24. In ***Girish Kumar's case supra***, the Apex Court held as under;



19. The order dated 18.04.2016 was a conscious policy determination taken with full financial concurrence. Thus, where the State itself, by a conscious policy decision, has determined that arrears of disability pension are payable from a specified cut off date, it is not open to it to subsequently resile and contend that such arrears ought to be confined to a period of three years preceding the claim. To permit such a course, would amount to acknowledging the right in principle while denying its substantive content in effect. Any such deprivation of accrued arrears which has become due to ex-servicemen in view of judicial determination as well as policy decision taken by the Union of India itself, would constitute deprivation of property and would amount to infraction of Article 300A of the Constitution of India.

20. This Court has, in a consistent line of decisions, recognised that right to receive disability pension is a valuable right and once found due, the benefit of the same has to be given from the date it became due. The same cannot be curtailed by restricting the benefit to a period of three years preceding the filing of the original application. In the absence of any compelling reason to take a different view, we find no justification to depart from the view consistently taken by this Court.

25. The 1st respondent-State being a model employer has the bounden duty to pay arrears of the employees. In this regard, in ***State of West Bengal's case supra***, the Apex court held as under;

50. One of the implications of accepting the respondent's contention as submitted by the appellant - State is that it will



lead to an incidence of thousands of crores on the State, thereby having a great negative impact on the economy and financial security of the State. We find this position difficult to accept. This is so because once a legal right has been established, as is the undoubted position in this case by virtue of the 'Judgment In Round One', as also our discussion supra, irrespective of whether it pertains to salary, pension, gratuity or other statutory benefits, it is not within the realm of permissible actions for the State to refuse payment of the same on account of financial inability/paucity of funds. The least that is expected of a State in a democracy is that it honours its obligations and commitments, arising from a legislation or judicial decisions, for such obligations are not discretionary in any way, shape or form. This clear position protects such statutory obligations for, if such a ground of limited financial ability was readily available to the State Government, which may undoubtedly in certain situations face tough times, it would render these obligations illusory. When it comes to employees' dues, this proposition would be extremely dangerous and stifling since the amounts received thereby are not handouts or acts of charity but are earned compensation/consideration for services given, and denial of such consideration would have a direct impact on the right to life and livelihood enshrined in Article 21 of the Constitution. In State of H.P. v. H.P. State Recognised & Aided Schools, it has been held by a bench of three judges that constitutional duties cannot be evaded on the ground of paucity of funds. Granted, we have not given any finding with respect to DA being a facet of Article 21 but at the same time it has to be acknowledged that DA is an integral part of salary which is the means by which various other facets of right to life under Article 21 can be seen to a logical and desirable end.

(a) In Haryana State Minor Irrigation Tubewells Corpn. v. G.S. Uppal, this Court observed as under:



“33. The plea of the appellants that the Corporation is running under losses and it cannot meet the financial burden on account of revision of scales of pay has been rejected by the High Court and, in our view, rightly so. Whatever may be the factual position, there appears to be no basis for the action of the appellants in denying the claim of revision of pay scales to the respondents. If the Government feels that the Corporation is running into losses, measures of economy, avoidance of frequent writing off of dues, reduction of posts or repatriating deputationists may provide the possible solution to the problem. Be that as it may, such a contention may not be available to the appellants in the light of the principle enunciated by this Court in M.M.R. Khan v. Union of India [1990 Supp SCC 191 : 1990 SCC (L&S) 632 : (1991) 16 ATC 541] and Indian Overseas Bank v. Staff Canteen Workers' Union [(2000) 4 SCC 245 : 2000 SCC (L&S) 471]. ..”

(Emphasis Supplied)

(b) In State of A.P. v. Dinavahi Lakshmi Kameswari:

“13. The direction for the payment of the deferred portions of the salaries and pensions is unexceptionable. Salaries are due to the employees of the State for services rendered. Salaries in other words constitute the rightful entitlement of the employees and are payable in accordance with law. Likewise, it is well settled that the payment of pension is for years of past service rendered by the pensioners to the State. Pensions are hence a matter of a rightful entitlement recognised by the applicable rules and regulations which govern the service of the employees of the State. ...”



(Emphasis Supplied)

(c) In Punjab State Coop. Agricultural Development Bank Ltd. v. Coop. Societies, this Court observed:

“57. In our view, non-availability of financial resources would not be a defence available to the appellant Bank in taking away the vested rights accrued to the employees that too when it is for their socio-economic security. It is an assurance that in their old age, their periodical payment towards pension shall remain assured. The pension which is being paid to them is not a bounty and it is for the appellant to divert the resources from where the funds can be made available to fulfil the rights of the employees in protecting the vested rights accrued in their favour.”

51. It has often been recognised that the State must set an example for other employers in the country by behaving as a ‘model employer’. Such a position should not be difficult to attain given all the advantages that it has. Its power lies in the volume of employment, its sovereign/constitutional authority to tax, ability to borrow and manage public finances. In embodying the ‘model employer’ the State not only fulfils its obligation but also instils and maintains public confidence in the rule of law, governance and administration of justice. Leading by example, fulfilling its financial duties in times of fiscal strain, gives it the moral authority to wield the sword of law against private entities, should they not do so. The position stated by us above has been recognised in a number of judgments of this Court. In Bhupendra Nath Hazarika v. State of Assam, a coordinate Bench took note of various past pronouncements as follows:

“61. Before parting with the case, we are compelled to reiterate the oft stated principle that the State is a model employer and it is required to act fairly giving due regard



and respect to the rules framed by it. But in the present case, the State has atrophied the rules. Hence, the need for hammering the concept.

62. Almost a quarter century back, this Court in Balram Gupta v. Union of India [1987 Supp SCC 228 : 1988 SCC (L&S) 126 : (1987) 5 ATC 246] had observed thus: (SCC p. 236, para 13)

“13. ... As a model employer the Government must conduct itself with high probity and candour with its employees.”

In State of Haryana v. Piara Singh [(1992) 4 SCC 118 : 1992 SCC (L&S) 825 : (1992) 21 ATC 403] the Court had clearly stated: (SCC p. 134, para 21)

“21. ... The main concern of the court in such matters is to ensure the rule of law and to see that the Executive acts fairly and gives a fair deal to its employees consistent with the requirements of Articles 14 and 16.”

... ..

65. We have stated the role of the State as a model employer with the fond hope that in future a deliberate disregard is not taken recourse to and deviancy of such magnitude is not adopted to frustrate the claims of the employees. It should always be borne in mind that legitimate aspirations of the employees are not guillotined and a situation is not created where hopes end in despair. Hope for everyone is gloriously precious and a model employer should not convert it to be deceitful and treacherous by playing a game of chess with their seniority. A sense of calm sensibility and concerned sincerity should be reflected in every step. An atmosphere of trust has to prevail and when the employees are



absolutely sure that their trust shall not be betrayed and they shall be treated with dignified fairness then only the concept of good governance can be concretised. We say no more.”

52. In that view of the matter, it is not open for the appellant-State to shirk away from its responsibility from paying DA on the count of financial difficulty that it may face in doing so. It is an obligation arising out of the statute of its own creation and it must be met.

26. It is the specific contention of the respondents that the petitioners entered service through an irregular, non-sanctioned contingent route and that they do not have any legal right to claim structural parity, retroactive financial arrears and according to ***Uma Devi’s case supra***, they are not entitled to any arrears.

27. A perusal of the judgment in ***Uma Devi’s case supra*** and other judgements of the Apex Court and this Court indicates that the proposition laid down in ***Uma Devi’s case*** cannot be used as a shield to justify exploitative engagements. In this regard, in ***Bholanath’s case supra***, the Apex court held as under.

State as model employer: -

11. At the outset, we find it necessary to express our disapproval of the manner in which the High Court has approached the present lis. The controversy before the Court was not one of mere acquiescence or implied waiver of rights.



The High Court, in our view, has proceeded on a mechanical application of precedents without engaging with the core constitutional issues involved, thereby reducing the dispute to one of acceptance of contractual terms, divorced from its larger constitutional context.

11.1. *This Court has consistently held that the State, being a model employer, is saddled with a heightened obligation in the discharge of its functions. A model employer is expected to act with high probity, fairness and candour, and bears a social responsibility to treat its employees in a manner that preserves their dignity. The State cannot be permitted to exploit its employees or to take advantage of their vulnerability, helplessness or unequal bargaining position.*

11.2. *It therefore follows that the State is required to exercise heightened caution in its role as an employer, the constitutional mandate casting upon it a strict obligation to act as a model employer, an obligation from which no exception can be countenanced.*

Fundamental Rights and their waiver:

11.3. *In the present case, the appellants were appointed by the respondent-State against sanctioned posts of Junior Engineers (Agriculture), with the engagement being described from the inception as contractual in nature. The terms and conditions governing the engagement stipulated that the appointment would be for an initial period of one year, extendable thereafter subject to satisfactory performance.*

11.4. *The respondent-State accordingly granted extensions to the appellants from time to time until the year 2023, when it was expressly clarified that the extension being granted would be the last. It was thereafter that the appellants approached the High Court by filing writ petitions seeking a writ of mandamus directing the State to regularize their services.*



11.5. The consistent case of the appellants has been that the respondent-State's refusal to grant regularization is arbitrary and therefore warrants judicial interference. Article 14 of the Constitution casts a negative obligation upon the State to treat all persons equally, and arbitrariness, being antithetical to the equality principle, is proscribed as violative of Article 14.

11.6. The Constitution Bench in Basheshar Nath v. Comm. Income Tax⁵, long ago clarified that fundamental rights guaranteed under the Constitution are incapable of waiver. Consequently, if the action of the respondent-State is found to be violative of Article 14 of the Constitution, the mere fact that the appellants' engagement was governed by contractual terms and conditions cannot be construed as a waiver of their fundamental rights.

Unconscionable Agreements- Contract between Lion and Lamb:

12. In Central Inland Water Transport Corpn. v. Brojo Nath Ganguly⁶, this Court acknowledged the increasing imbalance in the bargaining power of contracting parties. The Court held thus: -

*"89. . . . We have a Constitution for our country. Our judges are bound by their oath to "uphold the Constitution and the laws". The Constitution was enacted to secure to all the citizens of this country social and economic justice. **Article 14 of the Constitution guarantees to all persons equality before the law and the equal protection of the laws. The principle deducible from the above discussions on this part of the case is in consonance with right and reason, intended to secure social and economic justice and conforms to the mandate of the great equality clause in Article 14. This principle is that the courts will not enforce and will, when called upon to do so, strike down an unfair and***



unreasonable contract, or an unfair and unreasonable clause in a contract, entered into between parties who are not equal in bargaining power. It is difficult to give an exhaustive list of all bargains of this type. No court can visualize the different situations which can arise in the affairs of men. One can only attempt to give some illustrations. For instance, the above principle will apply where the inequality of bargaining power is the result of the great disparity in the economic strength of the contracting parties. It will apply where the inequality is the result of circumstances, whether of the creation of the parties or not. It will apply to situations in which the weaker party is in a position in which he can obtain goods or services or means of livelihood only upon the terms imposed by the stronger party or go without them. It will also apply where a man has no choice, or rather no meaningful choice, but to give his assent to a contract or to sign on the dotted line in a prescribed or standard form or to accept a set of rules as part of the contract, however unfair, unreasonable and unconscionable a clause in that contract or form or rules may be. This principle, however, will not apply where the bargaining power of the contracting parties is equal or almost equal. This principle may not apply where both parties are businessmen and the contract is a commercial transaction. In today's complex world of giant corporations with their vast infrastructural organizations and with the State through its instrumentalities and agencies entering into almost every branch of industry and commerce, there can be myriad situations which result in unfair and unreasonable bargains between parties possessing wholly disproportionate and unequal bargaining power. These cases can neither be enumerated nor fully illustrated. The



court must judge each case on its own facts and circumstances.”

(emphasis laid)

Therefore, the Court has held that the Constitution obliges courts to advance social and economic justice and to give effect to the equality mandate under Article 14. Consequently, courts will neither enforce nor hesitate to invalidate contracts, or contractual clauses, that are unfair or unreasonable when entered into between parties with unequal bargaining power.

*12.1. Relying on the aforesaid reasoning, another two-Judge Bench in *Pani Ram v. Union of India*⁷, reiterated that the guarantee of equality under Article 14 extends even to situations where a person has no meaningful choice but to accept imposed contractual terms, however unfair or unreasonable they may be. Applying this principle to the facts before it, the Court observed thus: -*

“23. As held by this Court, a right to equality guaranteed under Article 14 of the Constitution of India would also apply to a man who has no choice or rather no meaningful choice, but to give his assent to a contract or to sign on the dotted line in a prescribed or standard form or to accept a set of rules as part of the contract, however unfair, unreasonable and unconscionable a clause in that contract or form or rules may be. We find that the said observations rightly apply to the facts of the present case. Can it be said that the mighty Union of India and an ordinary soldier, who having fought for the country and retired from Regular Army, seeking re-employment in the Territorial Army, have an equal bargaining power. We are therefore of the considered view that the reliance placed on the said document would also be of no assistance to the case of the respondents.”



(emphasis laid)

Therefore, it is clear that Courts are empowered to invalidate unconscionable elements of a contract where the parties lack the ability to exercise any real or meaningful choice in negotiating its terms. In the present case, the appellants were left with no alternative but to accept the conditions unilaterally prescribed by the respondent-State in order to secure their livelihood and sustain a source of income. It would be entirely unrealistic to assume that, in such circumstances, an employee seeking temporary employment could meaningfully negotiate or assert a position against the overwhelming might of the State machinery.

12.2. *At this juncture, the analogy of apples and oranges serves as a useful reminder that certain relationships are inherently incapable of being assessed on an equal plane. A contract between the State and an employee stands on a similar footing. The State, in such a relationship, assumes the role of a metaphorical lion, endowed with overwhelming authority, resources and bargaining strength, whereas the employee, who is yet an aspirant, is reduced to the position of a metaphorical lamb, possessing little real negotiating power. To suggest parity between the two, i.e. the lion and the lamb, would be to ignore the stark imbalance that defines the relationship.*

12.3. *Therefore, where a lion contracts with a lamb, the inequality is not incidental but structural, and it is precisely this disproportion that calls for judicial sensitivity. In such situations, the conscience of Constitutional Courts must inevitably tilt in favour of protecting the lamb. We have no hesitation in holding that Constitutional Courts are duty-bound to act to safeguard those who are vulnerable to exploitation, so that employees are not compelled to meekly submit to the demands of a vastly dominant contracting party like the State, but are instead*



assured that constitutional protections will intervene to prevent such exploitation.

Legitimate Expectation of the employees: -

*13. Another facet requiring consideration in the case of contractual employees, such as the present appellants, is the doctrine of legitimate expectation. Where employees have continued to discharge their duties on contractual posts for a considerable length of time, as in the present case, it is but natural that a legitimate expectation arises that the State would, at some stage, recognize their long and continuous service. It is in this belief, bolstered by repeated extensions granted by the Executive, that such employees continue in service and refrain from seeking alternative employment, notwithstanding the contractual nature of their engagement. At this juncture, it is thus apposite to advert to the principles governing the doctrine of legitimate expectation as enunciated by this Court in *Army Welfare Education Society v. Sunil Kumar Sharma*⁸, wherein it was held as follows: -*

“63. A reading of the aforesaid decisions brings forth the following features regarding the doctrine of legitimate expectation:

63.1. First, legitimate expectation must be based on a right as opposed to a mere hope, wish or anticipation;

63.2. Secondly, legitimate expectation must arise either from an express or implied promise; or a consistent past practice or custom followed by an authority in its dealings;

...

63.5. Fifthly, legitimate expectation operates in the realm of public law, that is, a plea of legitimate action can be taken only when a public authority breaches a



promise or deviates from a consistent past practice, without any reasonable basis.

...

64. The aforesaid features, although not exhaustive in nature, are sufficient to help us in deciding the applicability of the doctrine of legitimate expectation to the facts of the case at hand. It is clear that legitimate expectation, jurisprudentially, was a device created in order to maintain a check on arbitrariness in State action. It does not extend to and cannot govern the operation of contracts between private parties, wherein the doctrine of promissory estoppel holds the field.”

(emphasis laid)

It is, therefore, not difficult to comprehend the expectation with which such contractual employees continue in the service of the State. The repeated conduct of the employer-State in expressing confidence in their performance and consistently granting monetary upgrades & tenure extensions reasonably nurtures an expectation that their long and continuous service would receive further recognition.

13.1. Another Constitution Bench in *State of Karnataka v. Umadevi*², cautioned that the doctrine of legitimate expectation cannot ordinarily be extended to persons whose appointments are temporary, casual or contractual in nature. The relevant extract of the judgment reads as follows: -

“47. When a person enters a temporary employment or gets engagement as a contractual or casual worker and the engagement is not based on a proper selection as recognised by the relevant rules or procedure, he is aware of the consequences of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed in the post



when an appointment to the post could be made only by following a proper procedure for selection and in cases concerned, in consultation with the Public Service Commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State has held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek a positive relief of being made permanent in the post.”

(emphasis laid)

However, this Court in Umadevi (supra) clarified that the bar against invocation of the doctrine of legitimate expectation applies only to those temporary, contractual or casual employees whose engagement was not preceded by a proper selection process in accordance with the extant rules. Consequently, where such engagement is made after following a due and lawful selection procedure, there is no absolute bar in law preventing such employees from invoking the doctrine of legitimate expectation.

Limits on Perpetual Contractual Engagements:

13.2. *In the present case, the respondent-State had engaged the services of the appellants on sanctioned posts since the year 2012. It was only towards the end of the year 2022 that the respondents communicated that no further extension of the appellants’ engagement was likely to be granted.*

13.3. *In our considered opinion, the aforesaid action is not only vitiated by arbitrariness but is also in clear derogation of the equality principles enshrined in Article 14 of the Constitution. The respondent-State initially engaged the appellants in their*



youth to discharge public duties and functions. Having rendered long and dedicated service, the appellants cannot now be left to fend for themselves, particularly when the employment opportunities that may have been available to them a decade ago are no longer accessible owing to age constraints.

13.4. *We are unable to discern any rational basis for the respondent-State's decision to discontinue the appellants after nearly ten years of continuous service. We are conscious that the symbiotic-relationship between the appellants and the respondent-State was mutually beneficial, the State derived the advantage of the appellants' experience and institutional familiarity, while the appellants remained in public service. In such circumstances, any departure from a long-standing practice of renewal, particularly one that frustrates the legitimate expectation of the employees, ought to be supported by cogent reasons recorded in a speaking order.*

13.5. *Such a decision must necessarily be a conscious and reasoned one. An employee who has satisfactorily discharged his duties over several years and has been granted repeated extensions cannot, overnight, be treated as surplus or undesirable. We are unable to accept the justification advanced by the respondents as the obligation of the State, as a model employer, extends to fair treatment of its employees irrespective of whether their engagement is contractual or regular.*

13.6. *This Court has, on several occasions, deprecated the practice adopted by States of engaging employees under the nominal labels of "part-time", "contractual" or "temporary" in perpetuity and thereby exploiting them by not regularizing their positions. In Jaggio v. Union of India¹⁰, this Court underscored that government-departments must lead by example in ensuring fair and stable employment, and evolved the test of examining whether the duties performed by such temporary employees are integral to the day-to-day functioning of the organization.*



13.7. In *Shripal v. Nagar Nigam*¹¹ and *Vinod Kumar v. Union of India*¹², this Court cautioned against a mechanical and blind reliance on **Umadevi** (supra) to deny regularization to temporary employees in the absence of statutory rules. It was held that **Umadevi** (supra) cannot be employed as a shield to legitimise exploitative engagements continued for years without undertaking regular recruitment. The Court further clarified that Umadevi itself draws a distinction between appointments that are “illegal” and those that are merely “irregular”, the latter being amenable to regularization upon fulfilment of the prescribed conditions.

13.8. In *Dharam Singh v. State of U.P.*¹³, this Court strongly deprecated the culture of “ad-hocism” adopted by States in their capacity as employers. The Court criticised the practice of outsourcing or informalizing recruitment as a means to evade regular employment obligations, observing that such measures perpetuate precarious working conditions while circumventing fair and lawful engagement practices.

13.9. The State must remain conscious that part-time employees, such as the appellants, constitute an integral part of the edifice upon which the machinery of the State continues to function. They are not merely ancillary to the system, but form essential components thereof. The equality mandate of our Constitution, therefore, requires that their service be reciprocated in a manner free from arbitrariness, ensuring that decisions of the State affecting the careers and livelihood of such part-time and contractual employees are guided by fairness and reason.

13.10. In the aforesaid backdrop, we are unable to persuade ourselves to accept the respondent-State’s contention that the mere contractual nomenclature of the appellants’ engagement denudes them of constitutional protection. The State, having availed of the appellants’ services on sanctioned posts for over



a decade pursuant to a due process of selection and having consistently acknowledged their satisfactory performance, cannot, in the absence of cogent reasons or a speaking decision, abruptly discontinue such engagement by taking refuge behind formal contractual clauses. Such action is manifestly arbitrary, inconsistent with the obligation of the State to act as a model employer, and fails to withstand scrutiny under Article 14 of the Constitution.

28. So also, in ***Shripal's case supra***, the Apex Court held as under:-

“14. The Respondent Employer places reliance on Umadevi (supra) to contend that daily-wage or temporary employees cannot claim permanent absorption in the absence of statutory rules providing such absorption. However, as frequently reiterated, Uma Devi itself distinguishes between appointments that are “illegal” and those that are “irregular,” the latter being eligible for regularization if they meet certain conditions. More importantly, Uma Devi cannot serve as a shield to justify exploitative engagements persisting for years without the Employer undertaking legitimate recruitment. Given the record which shows no true contractor-based arrangement and a consistent need for permanent horticultural staff the alleged asserted ban on fresh recruitment, though real, cannot justify indefinite daily-wage status or continued unfair practices.”

29. In ***Dharam Singh's case supra***, the Apex Court held as under:-

17. Before concluding, we think it necessary to recall that the State (here referring to both the Union and the State governments) is not a mere market participant but a constitutional employer. It cannot balance budgets on the backs



of those who perform the most basic and recurring public functions. Where work recurs day after day and year after year, the establishment must reflect that reality in its sanctioned strength and engagement practices. The long-term extraction of regular labour under temporary labels corrodes confidence in public administration and offends the promise of equal protection. Financial stringency certainly has a place in public policy, but it is not a talisman that overrides fairness, reason and the duty to organise work on lawful lines.

18. Moreover, it must necessarily be noted that “ad-hocism” thrives where administration is opaque. The State Departments must keep and produce accurate establishment registers, muster rolls and outsourcing arrangements, and they must explain, with evidence, why they prefer precarious engagement over sanctioned posts where the work is perennial. If “constraint” is invoked, the record should show what alternatives were considered, why similarly placed workers were treated differently, and how the chosen course aligns with Articles 14, 16 and 21 of the Constitution of India. Sensitivity to the human consequences of prolonged insecurity is not sentimentality. It is a constitutional discipline that should inform every decision affecting those who keep public offices running.

30. A perusal of the judgements referred to supra and the facts and circumstances would indicate that pursuant to the interim orders dated 27.01.2016, 28.07.2016, 27.10.2023 and the final order dated 08.01.2025 passed in W.P.No.52485/2014, this Court had recognized the valid right of the petitioners to be treated as permanent employees and also directed the 1st respondent-State to



consider the representations of the petitioners sympathetically and in the light of this, the impugned communication issued by the 1st respondent – State denying pay arrears in favour of the petitioners, clearly tantamount to exploitative engagement and consequently, the impugned communication is clearly illegal, arbitrary and contrary to the interim orders and final orders passed by this Court in W.P.No.52485/2014 *supra* and the same deserves to be quashed and necessary directions be issued to the 1st respondent – State to pay arrears / remuneration to the petitioners as stated in the communication at Annexure-D dated 22.04.2025 issued by the 2nd respondent to the 1st respondent – State and the present petition deserves to be allowed and disposed of accordingly.

31. A perusal of the impugned communication at Annexure-E dated 15/16.07.2025 will clearly indicate that the same is not only illegal and arbitrary but also contrary to facts and law as well as the interim orders and final order passed by this Court in W.P.No.52485/2014 and also the principles laid down by the Apex Court and this Court in the aforesaid judgments and consequently, the impugned communication at Annexure-E deserves to be quashed and the present petition deserves to be allowed by issuing



directions to the respondents to pay the arrears of wages to the petitioners for the period from January 2012 to December 2019 within a stipulated timeframe.

32. In the result, I pass the following:-

ORDER

(i) Petition is hereby allowed.

(ii) The impugned communication / order at Annexure-E dated 15/16.07.2025 issued by the 1st respondent – State is hereby quashed.

(iii) The 1st respondent – State is hereby directed to pay the petitioners, the arrears of wages for the period from January 2012 to December 2019 being the differential amount between the wages actually paid to the petitioners and the minimum basic pay payable to Group-D employees in favour of the petitioners in terms of the communication dated 22.04.2025 addressed by the 2nd respondent to the 1st respondent – State within a period of six weeks from the date of receipt of a copy of this order.

(iv) It is further directed that in the event the 1st respondent – State does not comply with the present order and directions and does not make payment to the petitioners as stated supra, the



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aforesaid amount payable to the petitioners by the 1st respondent-
State shall carry interest at 6% p.a. till the date of payment.

Sd/-
(S.R.KRISHNA KUMAR)
JUDGE

Srl.
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