

FARAD CONTINUATION SHEET NO.
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR.

WRIT PETITION NO. 2280 OF 2014

Anilkumar S/o Jagatnarayan Mishra

-vs-

Rechardson and Crudas Ltd.,and others

Office notes, Office Memoranda of
Coram, appearances, Court's orders
or directions and Registrar's orders.

Court's or Judge's Orders.

Mr. M.V.Mohokar, counsel for the petitioner.
Mr. M.R.Pillai, counsel for the respondent Nos.1 and 2.

CORAM : SMT.VASANTI A. NAIK &
PRASANNA B. VARALE, JJ.

DATE : 08.07.2015.

By this petition, the petitioner seeks a direction to the respondent No.1-Richardson and Crudas Ltd. to release the payment of retiral benefits to the tune of Rs.4,34,520/- with 10% interest.

According to the petitioner, the petitioner was appointed by the respondent No.1 on the post of Manager in the Company. The petitioner continued to serve the respondent No.1 for about six years and applied to the respondent No.1 for the retiral benefits. It is the case of the petitioner that the respondent No.3, for the first time disclosed to the petitioner on 01/01/2014 that the petitioner was employed through the contractor. The petitioner has sought the aforesaid direction against the respondent No.1 on the ground that the respondent No.1 is the principal employer.

The respondent No.1 has filed the affidavit-in-reply. It is stated in the affidavit-in-reply that the writ petition is not tenable, as there is no employer-employee relationship

between the petitioner and the respondent No.1. It is stated that the respondent No.3 was working as contractor with the respondent No.1 for supplying man power. It is stated that the petitioner was engaged through the contractor as per the service agreement. It is stated that the respondent No.1 was acquired by the Central Government by Act No.78 of 1972 and the respondent No.1 is working under the control of the Central Government. It is stated that the petitioner was engaged as a worker through the contractor and as per the service agreement between the respondent No.1 and the respondent No.3, the services of the petitioner were provided to the respondent No.1 through the respondent No.3. It is stated that the respondent No.3-Agency would be liable to pay the dues. The respondent No.1 sought for the dismissal of the petition.

On hearing the learned counsel for the parties and on a perusal of the petition and the affidavit-in-reply filed on behalf of the respondent Nos.1 and 2, it appears that the relief sought by the petitioner cannot be granted, in exercise of the writ jurisdiction. The factual issue involved in this writ petition could be decided only after permitting the parties to tender evidence. The petitioner is free to avail the remedy before the appropriate forum, if advised.

The writ petition is disposed of with no order as to costs.

The points raised in the petition are kept open.

JUDGE

JUDGE