

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD
WRIT PETITION NO.9433 OF 2016
(Sayyed Irshad s/o Sayyed Chand Pasha and another Vs.Laxman
Dhondiba Londhe)
WITH CIVIL APPLICATION NO.13501 OF 2016 IN
WRIT PETITION NO.9433 OF 2016
WITH WRIT PETITION NO.9434 OF 2016
(Sayyed Irshad s/o Sayyed Chand Pasha and another Vs.Balu Sopan
Adhole)
WITH WRIT PETITION NO.9435 OF 2016
(Sayyed Irshad s/o Sayyed Chand Pasha and another Vs.Gitabai
Sham Sonone)
WITH WRIT PETITION NO.9436 OF 2016
(Sayyed Irshad s/o Sayyed Chand Pasha and another Vs.Yamunabai
Baban Londhe)
WITH WRIT PETITION NO.9437 OF 2016
(Sayyed Irshad s/o Sayyed Chand Pasha and another Vs.Sayyed
Dastgir Sayyed Bashir)
WITH WRIT PETITION NO.9438 OF 2016
(Sayyed Irshad s/o Sayyed Chand Pasha and another Vs.Noorjahan
Begum Shaikh Juman)
WITH WRIT PETITION NO.9439 OF 2016
(Sayyed Irshad s/o Sayyed Chand Pasha and another Vs. Shaikh
Juman s/o Shaikh Salamat)
WITH WRIT PETITION NO.9440 OF 2016
(Sayyed Irshad s/o Sayyed Chand Pasha and another Vs.Lahanu
Khandu Kharat)

Mr.S.S.Choudhari, Advocate for the petitioners.

(CORAM : RAVINDRA V. GHUGE, J.)
DATE : 05/10/2016

PER COURT :

1. On 21/09/2016, I had heard the learned Advocate for the petitioners extensively. I was inclined to dismiss these petitions as they are devoid of merit. However, it was stated on instructions from petitioner No.1 present in the Court that the principal amounts

assessed by the Labour Court would be deposited in this Court within 2 (two) weeks. Therefore, without issuing notices to the respondents, the matter was adjourned. Time was given to deposit the said amount till today.

2. The order passed on 21/09/2016 reads as under :-

“1 I have heard Shri Choudhari, learned Advocate for the Petitioners. The impugned judgments of the Labour Court dated 29.01.2016, 30.01.2016, 30.01.2016, 29.01.2016, 30.01.2016, 30.01.2016, 29.01.2016 and 29.01.2016 in Application (IDA) Nos.2/2015, 6/2015, 7/2015, 3/2015, 5/2015, 8/2015, 1/2015 and 4/2015, respectively, are challenged by the Petitioner in these petitions.

2 I have gone through the impugned judgments. It is noticed that the Petitioners have received all amounts under the tender towards payment of wages of contract labourers deployed by the Petitioners- Labour Contractors with the Rural Hospital in Jalna District and have failed to disburse the wages of the contract labourers as per the terms of the contract/ tender. The Labour Court concluded that the said amounts have been received by the Petitioners, who have paid paltry amounts to the workers and have kept almost 70% to 80% of their wages with themselves.

3 Shri Choudhari submits on instructions from Petitioner No.1 present in the Court on behalf of all Petitioners that the entire amounts as have been directed to be paid by the

Labour Court in clause (2) of the operative part of the impugned judgments, would be deposited in this Court within two weeks.

4 *Though I was inclined to dismiss all these petitions, as the statement has been made on instructions from Petitioner No.1 present in the Court recorded as above, stand over to 05.10.2016.*

5 *Needless to state, the Petitioners shall deposit the amounts as directed by the Labour Court in the impugned judgments, in this Court on or before 04.10.2016. These matters shall appear in the supplementary board on 05.10.2016. If the amounts are not deposited, further orders would be passed on 05.10.2016.”*

3. A civil application has been filed today by petitioner No.1 in this Court stating that an amount of Rs.1,10,000/- instead of Rs.4,92,360/- is being deposited.

4. The principal amount towards unpaid wages is Rs.4,92,360/-. This amount does not include 6% interest granted by the Labour Court from the date of the judgments.

5. It is in the light of the above, that I am not entertaining the civil application and the same, therefore, stands rejected.

6. All these respondents, who are identically placed, are the

employees of the petitioners. The petitioners had filled in a tender for supplying contract labourers in the form of 'Safai Kamgar', 'Vastra Dhulai Kamgar', 'Driver', and 'Security Guards'. The condition of employment was that they would be paid wages as per the Minimum Wages Act, 1948, Zone-III at the rates specified in the tender. Their tender was accepted.

7. It is revealed from the record that the petitioners had received entire payments on month to month basis from the appropriate authorities for disbursing the monthly wages of these respondents. Since the said amounts were not paid, the respondents preferred applications u/s 33-C(2) of the Industrial Disputes Act, 1947 before the Labour Court for seeking recovery of their unpaid wages.

8. In the impugned judgments, by which the claims of these respondents have been allowed, it was held that though the petitioners received entire amounts towards wages of these respondents, the said amounts were not disbursed to these respondents/workers. Petty amounts were paid to them rendering them to starvation. It was thus established that the petitioners had retained the amounts which were to be paid to these respondents as monthly wages.

9. The contention of the petitioners in these petitions is that the principal employer i.e. the Primary Health Center has not been added as a respondent. Documents pertaining to the duties performed by these respondents are in the custody of the Primary Health Center. The petitioners are not responsible for the non-payment of wages.

10. All these contentions of the petitioners are frivolous and untenable in law. The Contract Labour (Regulation and Abolition) Act, 1970 mandates that the contractor shall pay the monthly wages to the contract labourers in the presence of a representative of the principle employer. So also, Section 33-C(2) of the I.D.Act enables these respondents to claim unpaid dues from their employee. The Primary Health Center is not the employer of the respondents. The petitioners, who had applied for the tender to supply contract labourers, are the employers since they operate an establishment by name "Kisan Vikas Sushikshit Berojgar Seva Sahakari Sanstha Limited". This society operated by the petitioners therefore was held to be guilty of non-payment of wages.

11. Considering the above, I do not find any reason to entertain these petitions. Same are, therefore, dismissed.

(RAVINDRA V. GHUGE, J.)