

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION**

**WRIT PETITION NO.13238 OF 2016**

Pawade Sandhya Sanjay

... Petitioner

**vs.**

The State of Maharashtra  
through the Secretary, & Ors.

... Respondents

Mr. Shah Kayval P. for the Petitioner.

Mr. J.A. Madane, AGP for the Respondent No.1/State.

Mr. Sarang S.Aradhya for the Respondent No.4.

Coram : **A.A.Sayed, J.**

Date : 7 December 2016

**P.C. :**

1      The learned AGP does not dispute that the case of the Petitioner in the present Petition is covered by the judgment and order dated 11 July 2016 of learned Single Judge of this Court in Writ Petition No.6241 of 2016 (Kakde Vikram Genbhau vs. State of Maharashtra & Ors. and companion Petitions) and companion Writ Petition No.6244 of 2016. In paras 10 and 11 of the said judgment and order the learned Single Judge held as follows:

*“10. There is no dispute that there is no provision under the M.E.P.S. Act which prescribes for submission of such indemnity bond by an employee before releasing of his salary and other benefits. Both the petitioners are still working in the school. No show case notices have been issued to them. In my view, the Education Officer thus*

*could not have passed an order compelling the management to insist for an indemnity bond from the petitioners before releasing of their salary and other benefits. The action on the part of the Education Officer is without authority of law and is illegal. As and when the enquiry is initiated or any action is taken against the petitioner, the management or the Education Department shall be at liberty to take appropriate action in accordance with law.*

11. *I therefore, pass the following order :-*

a). *The impugned orders dated 10th February, 2016 passed by the respondent no.2 are set aside. The respondent no.2 is directed to release grant in aid to the respondent no.4 and is further directed to release the arrears of salary to the petitioners in both the matters without demanding execution of any affidavit or undertaking on the stamp paper or otherwise. The respondent no.2 shall release grant in aid expeditiously. The management shall release the salary of the petitioners in both the matters within two weeks from the date of release of grant in aid.*

b). *Rule is made absolute in aforesaid terms. No order as to costs."*

2 The Petitioner in the present Petition is one of the employees of the same Respondent Institution and similarly circumstanced as the Petitioners who had challenged the very impugned order in the aforementioned Writ Petition No.6241 of 2016 (and companion Petition). In light of the above, for the reasons stated in the

aforesaid judgment and order, the present Petition also deserves to be allowed. Hence, the Petition is disposed of by passing the following order:

ORDER

- i) The Petition is allowed in terms of prayer clauses (b) and (c)

which read thus:

*“(b) By a suitable writ, order or direction, this Hon'ble Court after examining the legality, validity and propriety of the impugned order dated 10.02.2016 issued by the Respondent No.2, further be pleased to quash and set aside the same and the arrears of salary be directed to be paid to the Petitioner without executing any affidavit or undertaking on a stamp paper.*

*(c) By a suitable writ, order or direction, this Hon'ble Court be pleased to direct the Respondent No.2 to release the grant-in-aid to the Respondent No.4 and further direct to release the arrears of salary for payment to the Petitioner without executing any affidavit or undertaking on a stamp paper.”*

- ii) The salary shall be released within two weeks from the date of this order is uploaded.

- iii) As and when enquiry is initiated against the Petitioner, the Management or Education Department shall be at liberty to take action in accordance with law.

iv) There shall be no order as to costs.

v) It is expected of the Respondents to follow the order dated 11 July 2016 in Writ Petition No.6241 of 2016 and this order in respect of other similar circumstanced employees, if any, if such employees are agreeable to the condition mentioned in clause (iii) above.

**(A.A.Sayed, J.)**