

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

WRIT PETITION NO. 2518 OF 2004

The Chief Officer,
Nagar Parishad, Kallam,
District Osmanabad.

...PETITIONER

-VERSUS-

Smt.Jayashri Baburao Chilvant,
Age : 38 years, Occupation : Labourer,
R/o Sawargaon Punarwadsan,
Kallam, District Osmanabad.

...RESPONDENT

WITH
WRIT PETITION NO. 2925 OF 2004

The Chief Officer,
Nagar Parishad, Kallam,
District Osmanabad.

...PETITIONER

-VERSUS-

Mr.Satish Sadashiv Arkade,
Age : 33 years, Occupation : Nil,
R/o Bhimnagar, Kallam, Tq.Kallam,
District Osmanabad.

...RESPONDENT

...
None for the parties.

...

**CORAM: RAVINDRA V. GHUGE, J.
DATE :- 22nd March, 2018**

Oral Judgment :

1 None appeared on 03.03.2018 for both the sides. None

appears even today.

2 Rather than dismissing these petitions in default, I have considered them on their merits.

3 In both these petitions, the Petitioner/ Municipal Council has challenged the common judgment and order dated 16.10.2002 delivered by the Industrial Court in Revision (ULP) Nos.148 and 149 of 2001, by which, the Industrial Court has partly allowed these revisions filed by the Municipal Council and has sustained the direction of the Labour Court delivered in Complaint (ULP) Nos.32 and 33 of 1997 to the extent of reinstatement of the original complainants in service with continuity. The direction to the extent of payment of back wages, has been set aside.

4 When these petitions were heard by this Court, it was argued that the Complainants were engaged on contractual basis. Being impressed by the said submission that these Complainants were contractual employees, this Court (Coram : V.G.Munshi, J.) granted interim relief in terms of prayer clause "C" on 30.08.2005. These petitions were subsequently admitted on 26.09.2005.

5 I have gone through these petitions and I have considered the judgments of the Labour Court as well as the Industrial Court, threadbare.

6 It appears that there was sufficient evidence on record before the Labour Court to indicate that these Complainants were working continuously and were appointed after the Municipal Council passed the

resolution on 31.06.1996. The Municipal Council never took a stand in its Written Statement that these Complainants were contractual employees. It was not brought before both the lower Courts that these Complainants had entered into a specific contract with the Municipal Council or that any Labour Contractor had deployed them with the Municipal Council. The Labour Court had, therefore, granted reinstatement with continuity and full back wages, vide judgment dated 29.09.2001.

7 The Industrial Court went through the record and proceedings and perused the evidence adduced by the parties. It concluded that the termination of these Complainants was unsustainable. It was, however, concluded that as they are daily wage earners and working temporarily, they would not have any right to the posts on which they are working. Hence, the direction to pay full back wages was set aside.

8 Considering the above, I do not find that the observations of the Industrial Court and the Labour Court could be termed as being perverse or erroneous. Both these Writ Petitions being devoid of merit are, therefore, dismissed.

9 Rule is discharged.