

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 7375 OF 2018
WITH WP/7376/2018 WITH WP/7377/2018 WITH WP/7378/2018
WITH WP/7379/2018 WITH WP/7380/2018 WITH WP/7381/2018
WITH WP/7382/2018 WITH WP/7383/2018 WITH WP/7384/2018
WITH WP/7385/2018

VIJIYA KAILASH SADAPHULE
VERSUS
THE COMMISSIONER MUNICIPAL CORPORATION AURANGABAD

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Advocate for Petitioner : Shri Khandelwal R.K.
Advocate for Respondents : Shri Pawar Vaibhav h/f Shri Tope S.S.

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CORAM : RAVINDRA V. GHUGE, J.
Dated: October 31, 2018

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PER COURT :-

1. I have heard the learned Advocate for the identically placed petitioners and the learned Advocate appearing on behalf of the respondent/Municipal Corporation, who was called upon to appear in these cases.

2. It is pointed out by the learned Advocate for the Corporation that in identical set of facts, this Court has delivered a judgment on 26/06/2018 in WP No.10509/2017 to 10524/2017 and 9293/2017 (Shobhabai Raosaheb and others Vs. the Commissioner, Aurangabad Municipal Corporation). For the same reasons, these petitions can be disposed of.

3. Learned Advocate for the petitioners has strenuously canvassed the grounds formulated in the memo of the petition and has vehemently criticized the impugned awards by which the reference cases instituted at the behest of these petitioners have been answered in the negative. He has made an attempt to convince me to take a different view in these matters.

4. Having considered the submissions of the learned Advocates and in view of the crystallized position of Law, I do not find any such factors involved in these cases which would convince me to take a different view in these matters.

5. Considering the above, no interference is called for in the impugned awards and these petitions are therefore disposed of. The observations made in paragraph No.19 of the judgment dated 26/06/2018 would cover these petitioners as well and the said observations read as under :-

“ Learned counsel for the petitioners submits that presently the Corporation is engaging daily wagers as Safai Kamgar through some Bachat Gats (Saving Groups), on contract basis. Learned counsel for the Corporation submits that the Corporation is not recruiting Safar Kamgars. In this backdrop, if at all any Bachat Gat is engaged as a contractor for deploying contract labour with

the Corporation, this judgment would not be an impediment for these petitioners to choose to join any Bachat Gat.”

(RAVINDRA V. GHUGE, J.)

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