

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

921. WRIT PETITION No. 4757 of 2001

The Divisional Controller,
Maharashtra State Road Transport Corporation,
Aurangabad ...Petitioner

VERSUS

Shaikh Maheboob S/o Shaikh Maulana,
age 36 years occupation service
R/o Plot No. 18-B, ST Colony, Fazalpura,
Aurangabad ...Respondent

Mr. D.S. Bagul, Advocate for petitioner
Mr. R.L. Chintalwar, Advocate for respondent.

CORAM : RAVINDRA V. GHUGE, J.

DATE : 27th June, 2019

ORAL JUDGMENT:

1. The submissions of the learned Advocates for the respective sides have been heard.

2. An identical issue was considered by the Hon'ble Apex Court in the matter of the *MSRTC Vs. Premlal, 2007 (113) FLR 451*. In the matter of *MSRTC, Amravati Vs. Dwarkadas Nathmal Bharuka, 2007(4) ALL MR 692*, the judgment delivered by this Court was by placing reliance upon the judgment delivered in *Premlal*, (supra).

3. The learned Advocate for the petitioner submits that the case of the respondent now has to be considered in the light of the two paragraphs reproduced by this Court in paragraph No. 13 of the judgment dated 10th September, 2015 in the matter of *Maharashtra State Road Transport Corporation and another Vs. Maharashtra State Road Transport Corporation Kamgar Sanghatana, Aurangabad, in Writ Petition No. 3537 of 1994*. By considering the case of the respondent in the light of same, if he is entitled to any monetary benefits, the Maharashtra State Road Transport Corporation would make the payment expeditiously, within a maximum period of 90 days from today. The learned Counsel for the respondent/original complainant is agreeable in view of the law laid down by the Hon'ble Apex Court in the matter of *MSRTC, Amravati Vs. Dwarkadas*, (supra).

4. Considering the above, this petition is partly allowed. The impugned judgment and directions of the Industrial Court, Aurangabad, dated 15th February, 2001 shall stand replaced with the conclusions drawn by the Hon'ble Apex Court in the case of *Premlal*, (supra), in paragraphs 6 & 7, which read thus :-

“6. In view of the pronouncement of law by the full bench of this Court as well as the Hon'ble Apex Court as quoted herein before, it will have to be held that Clause No. 49 of 1956 Settlement was not superseded by Clause 19 of 1985 Settlement and that both these clauses operated in different fields. Clause 49 of 1956 Settlement is related to monetary demands i.e. grant of time scale of pay and all the benefits

available to the time scale workers. While Clause No. 19 of 1985 Settlement is related to issue of absorption of daily wages workmen on completion of 180 days of continuous service.

7. In this view of the matter, the Maharashtra State Road Transport Corporation is directed to provide all the benefits admissible to regular employees working in the Corporation on time scale of pay provided they satisfy the eligibility criterion of having worked for aggregate service of 180 days and subject to their satisfying all the conditions prescribed for their entitlement in terms of resolution No. 8856 read with Clause 19 of 1985 Settlement.”

5. Rule is made absolute in the above terms.

**(RAVINDRA V. GHUGE)
JUDGE**

Madkar