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

WRIT PETITION NO.2972 OF 2019

Raghunath s/o Abaji Golde,
Age: 51 years, Occ: Contractor,
R/o. Rewgaon, Tq. & Dist. Jalna ..PETITIONER

VERSUS

1. The State of Maharashtra
Through the Secretary for
National Rural Employment
Guaranty Scheme, Mantralaya,
Mumbai-32
2. The District Collector,
Jalna
3. The Deputy Collector (M.N.R.E.G.S)
Jalna
4. The Sub Divisional Engineer,
Public Works Department (North),
Sub Division, Jalna
5. The Tahasildar,
Jalna ..RESPONDENTS

Mr Balbhim R. Kedar, Advocate for petitioner;
Mr S.S. Dande, A.G.P. for respondents/State;

**CORAM : PRASANNA B. VARALE
AND
S.M.GAVHANE, JJ.**

DATE : 1st MARCH, 2019

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ORAL ORDER :

Heard learned Counsel appearing for the petitioner.

2. The petitioner is before this Court with two principal prayers (B) and (C). Prayer clause (B) & (C) read thus :

(B) By issuing writ or mandamus or any other appropriate writ, the respondents may kindly be directed to pay amount of Rs.33,59,547/- with 18% p.a. interest thereon, from the date of completion of the skilled work done under the contracts of Rewgaon to Samangaon Shiv Rasta, with immediate effect.

(C) By issuing writ of mandamus or any other appropriate writ, the respondents may kindly be directed to pay compensation of Rs.25,00,000/- to the petitioner, for his mental and physical harassment done by the respondents for last 6 years.

3. The facts which are admitted by the

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petitioner are that the petitioner undertook the work under a contract by way of work order dated 17th March, 2012. Thus, obligation on the authorities who have issued work order was a contractual obligation and nature of liability for which the petitioner could have claimed is financial liability, which can be counted in terms of money.

4. The submission of the petitioner is, the petitioner completed the work and then made request to the authorities for the payment against work done by the petitioner. There is exchange of communications placed on record between the authorities. Then it is submitted before us that a redressal forum is constituted under the provisions of the Mahatma Gandhi National Rural Employment Guarantee Act 2005.

. Now, this scheme is floated for providing employment and to carry out different works, as such, the nature of the scheme itself is of not

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creating a permanent employment but to address the issue of employment and for such redressal of the issue, initiating various works, ultimately work is undertaken by issuance of tender. Thus, whatever work carried out under the scheme is action binding parties with civil liability and breach of an undertaking under the contract would certainly permit the parties to avail the remedies to approach the forum, like civil Court.

5. In this case, the petitioner submitted that he had approached redressal forum. The copy of the order of redressal forum is placed on record. Perusal of the order sheet that even redressal forum took into consideration the negligence of one of the authority i.e. Sub Divisional Engineer, P.W.D. (North), Sub Division, Jalna and then redressal forum observed that due to negligence of that authority, Tahsildar, Jalna was unable to take any steps for the redressal of the complaint of the petitioner. In the ultimate order of the redressal forum, redressal forum directed

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Sub Divisional Engineer to make available all the necessary information in regard to the transportation of labours for the period 2012 and 2013 immediately to the Tahsildar, then in turn, Tahsildar is directed to take necessary steps on receiving this information in relation to payment due against the transport of labours.

6. The submission of learned Counsel for the petitioner is, though redressal forum directed the authorities to pay the amount to the petitioner, the authorities are paying no heed to the order of the redressal forum and as the authority, namely, redressal forum is set up under Mahatma Gandhi National Rural Employment Guarantee Act 2005 and is statutory authority. The petitioner is justified in approaching this Court by way of this writ petition seeking issuance of writ of mandamus.

7. Though the submissions of learned Counsel for the petitioner looked attractive at the first blush, we are unable to accept these submissions

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for more than one reason. When it is admitted by the petitioner that the petitioner entered in a contract and there was contractual liability between the parties and breach of these terms would call for again so as to compensate the petitioner in terms of money and if it is so, the petitioner would have certainly avail that remedy approaching the forum including civil Court who could have assess the damages of the petitioner against breach of terms of contract and by quantification of the amount could have pass appropriate orders.

8. Second submission of learned Counsel for the petitioner is, redressal forum is constituted and this being a statutory forum, the petitioner is entitled to approach this Court for seeking directions. We are unable to accept this submission for the reason that accepting this submission would lead us for passing the order of implementation of the order of the redressal forum.

9. Now, by no stretch of imagination, we can

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expand the scope of our powers for implementation of the order of redressal forum, which is already provided to the petitioner and alike persons as like an executing Court. The petitioner seems to be under erroneous impression that this Court can issue a writ for implementation of the order passed by the redressal forum. We are not inclined to accept these submissions. If these submissions are accepted, this Court would be nothing but an implementing agency or executing authority and certainly this is not expected by writ Court exercising its powers under Article 226 or 227 of the Constitution of India.

10. Thus, we are of the opinion that the petition is thoroughly meritless and accordingly, it is dismissed at the threshold.

(**S.M.GAVHANE**)
JUDGE

(**PRASANNA B. VARALE**)
JUDGE