

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION (LODG.) NO. 109 OF 2019**

M/s. All Services Global Pvt. Ltd.
Plot No.AG-3, Cama Industrial Estate
Goregaon (E), Mumbai

.. Petitioner

Vs.

1. Union of India
through General Manager,
Central Railway & Ors.

.. Respondents

Mr.Sudhir Talsania, Senior Advocate a/w. Ms.Nikita Pawar I/b M/s. S.I. Joshi & Co. for petitioner.

Mr.T.J. Pandian, Advocate for respondent Nos.1, 2, 4 and 5.

**CORAM : B.R. GAVAI &
N.J. JAMADAR, JJ.**

DATE : 6TH MARCH 2019

P.C.

1 The petition has been filed basically praying for the following relief :-

“(a) That this Hon'ble Court be pleased to pass a writ of mandamus or an order or direction in the nature of mandamus directing the Respondent No.2, 4 and 5 to implement and to revise the Petitioner's reimbursement under the contract dated 27th July 2016 so as to neutralise/fully compensate for the increase in cost of labour owing to the Extraordinary Notification dated 19.01.2017 and pay the amount towards labour charges accordingly.”

2 Shri Talsania, the learned Senior Advocate for the petitioner submitted that the facts in the present petition are totally identical with the facts in the case of ***A2Z Infraservices Limited Vs. Union of India & Ors.***¹.

¹ Writ Petition No.1996 of 2017 dt. 25th April 2018

Shri Talsania, therefore, submitted that the present petition also, on the basis of the view taken by the Division Bench of this Court, of which one of us was a Member (B.R.Gavai, J.) in ***A2Z Infraservices Limited*** (Supra), deserves to be allowed on the similar terms.

3 Shri Pandian, the learned counsel for the respondent Nos.1, 2, 4 and vehemently opposed the prayer as sought being granted and submitted that though the facts in the present case are identical with facts in the case of ***A2Z Infraservices Limited*** (Supra), the judgment and the order passed by the Division Bench of this Court in the said petition was challenged before the Supreme Court. The Supreme Court, vide order dated 22nd November 2018, though did not interfere with the judgment and order passed by this Court but observed that '*the question of law is left open*'. Shri Pandian, therefore, submits that since the question of law is kept open, the said judgment would not be binding on the respondents.

4 Even in the affidavit in reply filed by the respondents, it is not disputed that the facts in the present case and the facts in the case of ***A2Z Infraservices Limited*** (Supra) are identical. Rather in paragraph 3 of the affidavit in reply, the position is admitted. After considering the entire legal position, the Division Bench of this Court, held that the stand of the respondents in denying the payment of difference in wages, which arose on

account of the change in Notification issued under the Minimum Wages Act, was not sustainable in law.

5 It is clear that though the Supreme Court, in its order, dated 22nd November 2017, has observed that the question of law is kept open but has not interfered with the judgment of this Court. As such, in view of the principle of judicial propriety, the judgment which has been delivered by the co-ordinate Bench of this Court, after considering the entire law laid down by the Supreme Court, will be binding on us till it is either set aside by the Supreme Court or by a larger Bench of this Court.

6 In that view of the matter, the petition deserves to be allowed in terms of prayer clause (a). The difference in wages shall be paid to the petitioner, after completing all the formalities, within a period of three months from the date of uploading this order.

7 The petition is disposed of accordingly.

[N.J. JAMADAR, J.]

[B.R. GAVAI, J.]