

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR.

WRIT PETITION NO.2702 OF 2018

M/s S. K. Enterprises, Thr. Its Proprietor, West Venkatpuram, Secunderabad and anr.

-vs-

The Union of India, Thr. Ministry of Railways and ors.

Office notes, Office Memoranda of
Coram, appearances, Court's orders
or directions and Registrar's orders.

Court's or Judge's Orders.

Shri M. V. Samarth, Senior Advocate with Shri V. P. Ingle, Advocate
for petitioner.

Shri V. M. Gadkari, Advocate for respondent Nos.1, 3 to 7.

Ms Sushma, Standing Counsel for respondent Nos.2 and 8.

CORAM : A. S. CHANDURKAR AND VINAY JOSHI, JJ.

DATE : FEBRUARY 25, 2020

Rule. Heard finally in view of short issue involved.

The petitioners were awarded a contract for the purposes of cleaning of railway platforms at Nagpur railway station. The term of the contract was from 01/11/2015 to 30/10/2017. During currency of the contract the Ministry of Labour and Employment enhanced the amount of minimum wages payable to the labour from 40-45%. The workers employed by the petitioners were therefore required to be paid minimum wages at the enhanced rate. According to the petitioners as there was no stipulation in this regard in the contract it was the responsibility of the respondent No.1 to pay the difference in the amount of minimum wages.

Shri M. V. Samarth, learned Senior Advocate for the petitioners submitted that a similar issue was considered at the Principal Seat in Writ Petition No.1996/2017 (A2Z

Infraservices Limited vs. Union of India, Thr. Chairman, Railway Board and ors.) and by the judgment dated 25/04/2018 this Court has directed the Union of India through the Ministry of Railways to pay the difference between the existing minimum wages and the wages as enhanced pursuant to the notification issued under the Minimum Wages Act, 1948. It is therefore submitted that similar directions be issued based on aforesaid judgment.

On 14/02/2020, the following order came to be passed :

“Shri M.V. Samarth, learned Senior Advocate for the petitioners has tendered a copy of calculations indicating difference in the amount of minimum wages that are liable to be paid by the respondent nos.1 to 7 for the period from 19.01.2017 to 15.02.2018. It is submitted that the liability of the said respondents stands adjudicated in the light of the judgment of the Division Bench at the Principal Seat in Writ Petition No.1916 of 2017 [A2Z Infraservices Limited Versus Union of India & Others].

Shri V.M. Gadkari, learned counsel for the respondent nos.1 and 3 to 7 seeks time of one week to verify the calculation indicating the difference of wages as calculated. Learned counsel for the respondent nos.1 and 3 to 7 is at liberty to place on record separate table of calculations if there is difference in the one submitted by the petitioners.”

Accordingly the respondent Nos.1 and 3 to 7 have filed pursis certifying that the difference in the amount of minimum wages to which the petitioner No.1 would be entitled is Rs.75,13,966/-.

Accordingly in the light of the calculations as made and by following the judgment referred to herein above the following directions are issued :

The respondent No.1 shall pay the amount of difference in the amount of minimum wages of Rs.75,13,966/- to all workmen who were employed by the petitioner No.1 under the said contract. This exercise shall be undertaken along with respondent No.2. The aforesaid payment be made within period of eight weeks from today. It is clarified that the amount of difference in minimum wages shall not be deducted from the amount of performance guarantee or security deposit if any which has been tendered by the petitioner No.1. Needless to state that the petitioners are entitled to receive the amount of performance guarantee/security deposit if any in accordance with the terms of the contract.

Rule is made absolute in aforesaid terms with no order as to costs.

JUDGE

JUDGE