

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

131 WRIT PETITION NO.6492 OF 2020

NAVNATH HIRAMAN PAWAR AND OTHERS
VERSUS
THE STATE OF MAHARASHTRA AND ANOTHER

...
Advocate for Petitioners : Mr. S. S. Thombre
AGP for Respondents-State: Mr. S.B. Yawalkar
...

**CORAM : S. V. GANGAPURWALA &
SHRIKANT D. KULKARNI, JJ.**

DATED : 22nd MARCH , 2021.

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PER COURT :

1. In light of letter dated 19th January, 2021, the petitioners' services appears to be protected. It has been specifically stated in the affidavit filed by the Project Director, District Rural Development Agency, Aurangabad that Rural Development Department has taken a decision to reappoint around 2,912 employees whose present contracts have expired or will be expired as contractor employees of Umed-Maharashtra State Rural Livelihoods Mission. It is further averred that the petitioners' apprehension to the letter dated 10-09-2020 issued by the respondent becomes nonest. It is also further affirmed that those 17 employees whose contract was to get over in the month of March, 2021 have been reappointed and further those

concerned employees whose contract is at the verge of coming to an end shall also be reappointed as per the approved policy of Umed-Maharashtra State Rural Livelihoods Mission. As far as petitioner no.11 is concerned complaint was registered by a female colleague employee with serious allegations and after an enquiry by internal complaint committee as per Vishaka guideline, he was held guilty and his contract was terminated.

2. We also cannot expect reappointment of such employee who is guilty of serious lapses.

3. A solemn statement has been made in the affidavit in reply that the employees whose contract was to get over are reappointed and those whose contract are on the verge of expiry shall be reappointed as per the approved policy.

4. In view of that the apprehension of the petitioners stands redressed. The affidavit in no uncertain words makes it clear that the employees like the petitioners would be reappointed as per the earlier procedure.

5. In view of that, the impugned order dated 10.09.2020 itself

is nonest and does not survive. The prayer clause "B" made in the petition would also not survive in view of the letter dated 10.09.2020 becoming nonest and the said letter dated 10.09.2020 shall not operate.

6. In view of above, rule is made absolute in terms of prayer clause "B" . As far as prayer clause "C" is concerned a solemn statement has been made in the affidavit. The said statement is accepted as undertaking to this Court as reproduced supra.

7. Writ petition is accordingly disposed of. No costs.

8. In case fresh cause of action arises, the petitioners are at liberty to agitate afresh.

(SHRIKANT D. KULKARNI, J.) (S. V. GANGAPURWALA, J.)

vsm/-