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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.8970 OF 2019

Akhil Maharashtra Mathadi Transport ...Petitioner
and General Kamgar Union

Versus

The Goods Transport Labour Board for ...Respondents
Greater Mumbai & Thane District & Ors.

Mr. Meelan Topkar for the Petitioner.
Mr. B.S. Mahamulkar with Rahul D. Oak for Respondent No.1.
Mr. A.s. Peerzada with Iqbal Shaikh for Respondent No.4.
Mr. S.S. Panchpor, AGP for State.

CORAM : K.K. TATED &
R.I. CHAGLA, JJ.
DATE : 22ND JUNE, 2021

ORDER :

1. Heard learned Counsel for parties.
2. By this Writ Petition filed under Article 226 of the Constitution of India, the Petitioner is seeking direction against Respondent No.1 to 3 to forthwith recover and deposit the arrears of wages and levy receivable by workers of Toli No.3024 as per order dated 3rd August, 2018 passed by Respondent No.1 and also further direct Respondent No.4 to pay the said amount as per recovery certificate.
3. Learned Counsel appearing on behalf of Petitioner

submits that the Respondent No.4 entered into agreement dated 1st May, 2016 and agreed to pay the wages at a particular rate. He submits that thereafter, the Respondent No.1 the Goods Transport Labour Board passed the order dated 24th July, 2017 holding that the Respondent No.4 is required to pay sum of Rs.77,32,144/- to the workers of Toli 3024. He submits that as Respondent No.4 failed and neglected to comply the said order, the Authority issued a recovery certificate also. He further submits that even till today the concerned Company has not complied the said order. Hence, he has filed present Writ Petition.

4. During the course of argument, the learned Counsel appearing on behalf of Respondent No.4 submits that in view of subsequent development nothing survives in the present proceeding. He submits that the workers of Toli 3024, entered into agreement dated 7th September, 2018 and accepted payment as per clause 4 of the said agreement, which reads under:-

"4. PAYMENT TERMS

The Company will pay Rs.16000 as wage per month to each labor inclusive of 40% Levy to the board from 01/09/2018 to 31/08/2019, Rs.16800 from

01/09/2019 to 31/08/2020 and Rs.17640 from 01/09/2020 to 31/08/2021 Levy amount will be paid to the Goods Transport Board directly by the company. This agreement cancels all the previous agreements / understanding and the mathadi confirms NO DUES pending as on 31/07/2018 of whatsoever levy / Overtime / Wages / Conveyance / late sitting exp etc.... In case the LEVY to be paid to the board, the labors will deposit with the Board directly from the amount paid to them."

He further submits that as the workers of Toli 3024 have no grievance about the arrears of wages. Hence there is no question of entertaining the present Writ Petition.

5. When this Court declined to entertain the present Writ Petition, the learned Advocate for the Petitioner seeks permission to withdraw the Writ Petition with liberty to file a fresh Writ Petition for the same cause of action through the workers of Toli 3024 in their individual capacity. Same is accepted. Hence the following order is passed:-

a) The Writ Petition stands disposed of as withdrawn with liberty to file a fresh Petition by the workers of Toli 3024 for same cause of action.

b) No order as to costs.

[R.I. CHAGLA J.]

[K.K. TATED, J.]