

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.1398 OF 2014

Mahesh Arjun Ghaytadak ... Petitioner

VERSUS

The State of Maharashtra, & others ... Respondent

Mr. Parag V. Barde, Advocate for the petitioner
Mrs. V. S. Chaudhary, AGP for the respondents State.

CORAM : RAVINDRA V. GHUGE, J.

DATE : 7th March, 2022

ORDER:

1. By this petition, the petitioner has put forth prayer clauses (A) and (B) as under:

"(A) By issuing appropriate writ, order, direction or any other appropriate order in the nature of writ, the Hon'ble High Court may be pleased to quash and set aside the Judgment and Order dated 29.01.2014 passed by learned Member, Industrial Court, Ahmednagar in Complaint (ULP) No. 30/2011;

(B) Pending hearing and final disposal of this Writ Petition, the Hon'ble High Court may be pleased to restrain respondents from adversely affecting service conditions of petitioner and to fill up post of driver without considering the claim of petitioner on priority. "

2. It is well settled for at least three decades that an employee who is offered work under the Employment Guarantee Scheme is

neither entitled for reinstatement or regularization nor is he is entitled to file unfair labour practice complaint or raise an industrial dispute under the Labour Laws. Following are the Judgments and Orders passed by the Hon'ble Supreme Court and by this Court crystallizing this law point:-

- (1) State of Maharashtra Vs. Bhausaheb Nathu Falke, 2002 (1) MLR 74
- (2) Arvind G. Chaudhari & Anr. Vs. Dhanraj Nathu Patil & Anr., 2008 (6) Mh.LJ.746
- (3) Manabhau Damu Khairnar & Anr. Vs. State of Maharashtra & Anr., 1996 (1) LLJ 990.
- (4) Chief Executive Officer, Zilla Parishad, Ahmednagar Vs. Dault Deshmukh & Anr., 2001 (2) Mh.LJ 543
- (5) Order of the Hon'ble Supreme Court dated 02.12.1996 in Civil Appeal No. 15339/1996 (State of Maharashtra & Anr. Vs. Subhash Narayan Ahirrao)

3. In the case in hand, it is apparent that the petitioner was working on Employment Guarantee Scheme. Whenever he was offered work it was only under the Employment Guarantee Scheme. He was never engaged under an independent scheme operated by the Forest Department.

4. Considering the above, I do not find that this petition needs to be entertained and the same is therefore dismissed.

(RAVINDRA V. GHUGE, J.)