

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.1788 OF 2021

MANGESH PREMKUMAR AGASE
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS

Mr.N.S.Tekale h/f Mr.S.T.Solanke, Advocate for the petitioner.
Mr.P.K.Lakhotiya, AGP for respondent Nos. 1 to 4.
Mr.H.B.Nandagavale h/f Mr.V.G.Sakolkar, Advocate for respondent
No.6.

(CORAM : RAVINDRA V. GHUGE AND
S.G. DIGE, JJ.)

DATE : APRIL 28, 2022

PER COURT :

1. Leave to correct prayer clause B and D.
2. The learned Advocate for the petitioner submits that though the Secretary of the Education Trust has passed away, the Trust is not headless. Nevertheless, the learned Advocate has caused an appearance on behalf of the Principal.
3. The petitioner has put forth prayer clauses B, C and D as under :-
"B. By way of writ of mandamus or any other appropriate writ, order or directions in the like nature, the respondents may be

directed to forward / process the unpaid salary bills for a period from July 2016- 15.08.2017 alongwith interest within stipulated period of one month.

C. By way of writ of mandamus or any other appropriate writ, order or directions in the like nature, the respondents may be directed to forward / provide the service book and GPF amount of the petitioner at the earliest.

D. Pending hearing and final disposal of this writ petition the respondents may be directed to forward / process the unpaid salary bills for a period from July 2016 - 15.08.2017 and service book and GPF of the petitioner."

4. The learned Advocate representing the Principal submits that all the bills of the petitioner pertaining to the unpaid salaries have been submitted to respondent No.3 and the petitioner has already received the unpaid salary. The learned Advocate for the petitioner contradicts the said statement, contending that the unpaid salary bills are pending with respondent No.3.

5. In view of the above and to the extent of prayer clauses B and C, we direct respondent No.3 to take a decision on the pending bills of unpaid salaries of the petitioner as well as providing the service book and GPF account, as expeditiously as possible and in any case on or

before 15.06.2022, if not already decided.

6. In the event, any grievance of the petitioner subsists pertaining to the new school where he has been absorbed, for the period 01.03.2018 on wards, we grant him liberty to avail of a remedy, as is permissible in Law.

7. With the above directions, this petition is disposed off.

(S.G. DIGE, J.)

(RAVINDRA V. GHUGE, J.)