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

934 CIVIL APPLICATION NO.12364 OF 2022
IN WP/13847/2021 WITH CA/13317/2021 IN WP/13847/2021
WITH WP/5591/2020 WITH CA/13315/2021 IN WP/13847/2021
WITH WP/7243/2020 WITH CA/13314/2021 IN WP/13847/2021
WITH CA/178/2022 IN WP/13847/2021 WITH WP/13847/2021
WITH WP/5233/2020 WITH WP/3935/2021 WITH
WP/5592/2020 WITH WP/5588/2020

KAPIL KISAN GUJAR AND OTHERS
VERSUS
THE UNION OF INDIA THROUGH THE SECRETARY AND
OTHERS

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Mr Sachin Deshmukh, Advocate h/f Mr A. S. More, Advocate for applicants;

Mr S. S. Thombre, Mr S. S. Jadhavar, Mr K. P. Rodge, Mr S. A. Nagargoje, Advocates in respective writ petitions

Mr Ashutosh M. Kulkarni, Senior Counsel a/w Mr S. G. Karlekar, A.G.P. for respondents/State

Mr R. R. Bangar, Advocate for respondent No.1 in WP No. 5233 of 2020

Mr U. S. Mote, Advocate for respondent Nos.2 & 3 in WP/5591/2020 and for respondent No.8 in WP/5233/2020, for respondent No.1 in WP/5592/2020 and 5588/2020

**CORAM : RAVINDRA V. GHUGE
AND
SANJAY A. DESHMUKH, JJ.**

DATE : 12th October, 2022

PER COURT:

1. There are around 514 applicants before us, who have put forth prayer clauses (B) and (C), which read as under :-

(2)

“B. This Hon’ble Court may be pleased to grant an injunction restraining the respondents to proceed further in view of communication dated 8.8.2022 and for that purpose necessary orders may be issued.

C. Pending hearing and final disposal of this writ petition, this Hon’ble Court may be pleased to direct the respondent authorities not to withheld the contractual stipend of the applicants and also pay the arrears of contractual stipend and for that purpose necessary orders may kindly be issued.”

2. There have been few orders passed by this Court on 07/01/2022, 12/01/2022 and 31/03/2022 on the Civil Application No. 178/2022 in Writ Petition No.13847/2022. Several civil applications were considered while passing such orders.

3. Having considered the submissions of the learned Advocate for the applicants and the learned Special Counsel Mr Kulkarni along with the learned A.G.P. Shri. Karlekar, on behalf of the State, we deem it appropriate to entertain prayer clause (C).

4. There could be no debate that any person, who has worked and discharged the duties even for a single day, needs to be paid the approved salary. In the present case, the contractual stipend is fixed and those applicants, who have worked on particular days, would be entitled for such contractual payments. The payments after discharging duties, cannot be withheld and therefore, this

(3)

civil application is disposed off, with a direction to the concerned authorities, not to withhold the contractual stipend of the applicants, as well as, pay those amounts of contractual stipend, which are yet to be paid or are due for payment, after such applicants have performed their duties. Needless to state, henceforth, it would be the authorities, who would consider the attendance of the applicants on duty, and accordingly, release their payments on the pay day of each month, until further orders. Arrears, if any, would be cleared on or before 21/10/2022, keeping in view the Diwali Festival.

5. Affidavits-in-reply, rejoinder if any, shall be filed prior to the onset of the vacation, in order to complete the pleadings.

6. By consent of the parties, list all these writ petitions for final hearing at admission stage on 24/11/2022 at 2.30 p.m., along with Writ Petition No.4762/2020.

7. Let the learned Advocates for the respective sides prepare their synoptical notes, as well as compilation of case law, to be tendered to the Court.

(SANJAY A. DESHMUKH, J.)
sjk

(RAVINDRA V. GHUGE, J.)