

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

67 WRIT PETITION NO.11329 OF 2022

**ANAND BHIKAJI BHISE
VERSUS
THE STATE OF MAHARASHTRA THROUGH SECRETARY
AND OTHERS**

...

AND

101 WRIT PETITION NO.11421 OF 2022

**ARCHANA GOPICHAND MESHRAM
VERSUS
THE STATE OF MAHARASHTRA THRUOUGH
SECRETARY AND OTHERS**

...

Advocate for the Petitioners : Shri Swami Sandeep C.
AGP for the Respondents/State : Shri S.G. Karlekar

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

DATE :- 25th November, 2022

Per Court :-

1. The petitioners have suffered oral terminations dated 04.03.2021 and 13.07.2022 at the hands of the District Women and Child Development Department.
2. The learned AGP appears on behalf of all the

respondents.

3. The learned advocate for the petitioners submits that an order has been passed on 24.11.2022 in Writ Petition No.10772/2022 (*Minakshi Machindra Koli vs. The State of Maharashtra and others*) by this Court dealing with an identical issue. The coordinate Bench of this Court has also delivered the judgment on 30.08.2022 in Writ Petition No.11009/2021 filed by *Jayshree Vishwanath Bhale and others vs. State of Maharashtra and others*. This Court has concluded in paragraphs 13 and 14 of the judgment dated 30.08.2022 as under :-

“13. The judgments relied upon by Mr. Yawalkar have no application to the present case. In the case of *Satish Chandra Anand (supra)*, the issue was about application of Article 311 of the Constitution of India in respect of termination of contractual services. In the present case, it is not the case of the petitioners that they are entitled to protection under Article 311 of the Constitution. All that they seek is that as long as the scheme continues, they should not be replaced by another set of contractual employees. In the case of *Gridco Ltd. and another (supra)*, the issue was about scope of judicial review while deciding validity of the termination order of contract appointee. In the instant case, we are not called upon to determine validity of termination of the petitioners separately. The issue of termination is essentially linked to the issue of replacement of petitioners by another set of contractual employees. Therefore, this is not a case of

termination simplicitor. Once we are of the opinion that respondents cannot replace the petitioners with another set of contractual employees, termination of services of the petitioners would automatically be rendered illegal.

14. *In ATMA Employees' Welfare Association, Aurangabad (supra), this Court has directed continuation of services of the petitioners therein until continuation of scheme. Following the said directions, we proceed to partly allow the present petition by passing following order:*

O R D E R

- A. *The respondents are directed to reinstate the petitioners in service on their respective posts and to continue them on contractual basis until continuation of the scheme or until they attain the age of superannuation, whichever occurs earlier. For that purpose, the termination orders are set aside.*
- B. *The prayer of the petitioners for regularization of their services is rejected.*
- C. *The respondents would be free to terminate the services of the petitioners for any other reason like dissatisfactory service, misconduct, medical unfitness, etc. as and when occasion arises.*
- D. *The petitioners shall not be entitled for backwages in respect of the period during which their services were terminated on the principle of no work no pay."*

4. The learned advocate for the petitioner, therefore, submits that the same directions be issued in these petitions.

5. The learned AGP submits that in the light of the orders passed by this Court and the coordinate Bench, an

appropriate order may be passed.

6. In view of the above, we issue the same directions in these petitions as reproduced above. Both these Writ Petitions are, accordingly, disposed off.

kps (SANJAY A. DESHMUKH, J.) (RAVINDRA V. GHUGE, J.)