

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.12590 OF 2022

SHRAVAN SAKHARAM KANGUDE
VERSUS
THE STATE OF MAHARASHTRA THROUGH ITS
PRINCIPAL SECRETARY AND OTHERS

...
Advocate for the Petitioner : Shri S.S. Thombre a/w Shri S.B.
Solanke
AGP for Respondent 1/State : Shri S.G. Sangle
...

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

DATE :- 15th December, 2022

Per Court :-

1. The petitioner has put forth prayer clauses B and C
as under :-

- “B) *By issuing writ of certiorari or any other writ or direction in the like nature, this Hon’ble Court may be pleased to quash and set aside the impugned letter dated 07.08.2021 issued by the respondent no.2 and further be pleased to direct the respondent no.2 to consider the request of petitioner for transfer at any branch in Georai cluster in view of the vacancies available therein and for that purpose issue necessary orders;*
- C) *By issuing writ of mandamus or any other writ, order or directions in the like nature, this Hon’ble Court may be pleased to direct the respondents to pay the salary and other allowances to the petitioner in view of the 11th Bipartite Agreement dated 11.11.2020 which is made applicable from 01.11.2017 along with the arrears of salary with interest and for that purpose issue necessary orders;”*

2. We have considered the strenuous submissions of Shri S.S. Thombre along with Shri S.B. Solanke, the learned advocates, on behalf of the petitioner. With their assistance, we have gone through the petition paper book.

3. The issues raised by the petitioner are as under:-

(a) The communication dated 07.08.2022 negating the request of the petitioner for transfer to Georai cluster, assuring him that his request would be considered whenever there is a vacancy, be set aside.

(b) The 11th bipartite agreement dated 11.11.2020 made effective from 2017 be considered and the difference in salary be quantified and the arrears of salary with interest, be paid to the petitioner.

4. The petitioner is presently working with respondent No.3 at Kille Dharur in District Beed as a Peon. His service is transferable. He has been assured by the employer that when a vacancy would arise in Georai cluster or its branches, his request would be considered. In our view, no interference is required when the petitioner has been given a reasonable assurance.

5. Insofar as the quantification of the entitlement to particular salary scales, allowances, difference in pay scales, arrears to be calculated and interest be levied, etc., are issues

which are disputed and require recording of oral and documentary evidence. The petitioner is a workman under Section 2(s) and respondent No.3 is an industry under Section 2(j) of the Industrial Disputes Act, 1947. The petitioner has an efficacious remedy under Item 9 of Schedule IV of the MRTU & PULP Act, 1971 by preferring a ULP complaint under Section 28(1) along with an application for interim relief under Section 30(2) or by raising an industrial dispute under Section 2(k) of the Industrial Disputes Act, 1947 and pray for reference to the Industrial Tribunal.

6. We, therefore, relegate the petitioner to the statutory remedy, which is efficacious, rather than entertaining disputed questions in our writ jurisdiction.

7. As such, this Writ Petition is disposed off, with liberty as aforesaid.

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