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

901 WRIT PETITION NO.14281 OF 2019
WITH CA/161/2020 IN WP/14281/2019

VILAS AGAJI PAWAR AND OTHERS
VERSUS
UNION OF INDIA AND OTHERS

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Mr H. F. Pawar, Advocate for Petitioners;
Mr D. B. Gaikwad, Standing Counsel for Respondent No.1
Mr S. V. Warad, Advocate for Respondent No.4

**CORAM : RAVINDRA V. GHUGE
AND
Y. G. KHOBRAGADE, JJ.**

DATE : 30th August, 2023

PER COURT:

1. The Petitioners have put forth prayer clauses (B), (C) and (D), as under :-

“B] By issue of writ of Mandamus or any other writ or direction in the like nature, respondent No 2 to 4 and may kindly be directed to absorb the petitioners in the employment of respondent Bank as permanent employees on the post of peon.

C] Pending the hearing and final disposal of the writ petition, respondent No 2 to 4 and may kindly be directed to absorb the petitioners in the employment of respondent Bank as permanent employees on the post of peon.

D] Pending the hearing and final disposal of this writ petition, the respondents bank shall be restrained from discontinuing the petitioners from the respective post.”

2. Notice in this matter was issued on 27/11/2019. On 18/02/2020, this Court had passed the following order :-

“. The learned counsel for the petitioners relies on the judgment of the Division Bench of this Court at Nagpur in Writ Petition No. 8275 of 2018 decided on 08.07.2019. The Division Bench of this Court at Nagpur has pass the following order.

i. The writ petition is partly allowed.

ii. We direct to the respondent bank to fulfill its obligation under the Memorandum of Settlement dated 9th August, 2012 imposing a duty to initiate the recruitment process only as one time measure for selecting, from amongst casual and temporary workers, "Safai Karmachari cum Sub Staff" on full time basis within a period of six months from the date of the receipt of order.

iii. By issuing such directions, we have not taken away discretion of the bank to determine the availability of the vacancies and to adopt a particular procedure for making recruitments or select or reject candidates on the basis of performance and on merit and other similar factors.

iv. Rule is made absolute in these terms. No order as to costs.

2. The respondents rely on the order passed by the Division Bench at Principal Seat at Bombay in Writ Petition No. 7559 of 2014 dated 20.03.2015 to contend that the action of the respondent bank in disbanding the recruitment

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process need not be interfered with. According to the respondents, the said judgment is confirmed by the Apex Court in the Special Leave Petition.

3. Mr. Warad, learned counsel for respondent No. 4 submits that the respondent No. 4 has filed application for review of the order dated 08.07.2019 before the Nagpur Bench.

4. The respondents shall give the status of the review application and the steps taken for the disposal of the review application by the next date.

5. Stand over to 17.03.2020.”

3. We are informed that the Review Petition challenging the judgment of the Nagpur Bench of this Court, dated 08/07/2019 in Writ Petition No.8275/2018 (Sandip Pralhad Ingole and others Vs. Central Bank of India and others), has been dismissed.

4. The learned Advocate Shri. Warad appearing for Respondent No.4 has placed reliance upon the judgment dated 20/03/2015, delivered at the Principal Seat of this Court in Writ Petition No.7559/2014 (Vishal Nandkumar Dhadvad and others Vs. Central Bank of India and others), to contend that, a similar relief sought before the Principal Seat, has been refused and the petition has been dismissed.

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5. What we find in the judgment delivered at the Principal Seat in Vishal Nandkumar Dhadvad (supra), is as regards selection of the candidates through a recruitment process pursuant to an advertisement, which recruitment process was subsequently aborted. The Court concluded that, it was within the domain of the Employer to abort the recruitment process and selection does not give any right to the Petitioners. This is a crystallized position of law standing for more than 40 years.

6. Before the Nagpur Bench in Sandip Pralhad Ingole (supra), the issue was as regards a Memorandum of Settlement dated 09/08/2012, which casts duty on the Central Bank of India, to initiate a recruitment process only as a one time measure for selecting 'Safai Karmachari cum Sub Staff' from amongst the casual and temporary workers, so as to take them on full time basis. This Court, therefore, directed that, the Bank has the discretion to determine the availability of the vacancies and to adopt a particular procedure for making recruitments or for selecting/rejecting the candidates on the basis of their performances and merit. This is a part of the Settlement between the Management of the Central Bank of India and the All India

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Central Bank of India Employees Federation (AICBIEF), which is a recognized majority Union for the Award Staff.

7. In view of the above, **this petition is disposed off** in the light of the directions of the Nagpur Bench of this Court in Sandip Pralhad Ingole (supra), which judgment has been sustained by the Hon'ble Supreme Court by the order dated 13/07/2023, delivered in Civil Appeal Nos. 2760-2761/2023 (Central Bank of India and Others Vs. Sandip Pralhad Ingole and Others.). The Respondent/Bank will, therefore, have to adopt the same procedure. Needless to state, if the terms of the Memorandum of Settlement between the recognized Union and the Bank, have undergone any modification, more specifically in connection to cause taken up by the Petitioners, which was considered by the Nagpur Bench in Sandip Pralhad Ingole (supra), the said terms and conditions of the Settlement would prevail.

8. Pending **Civil Application** does not survive and **stands disposed off.**

(Y. G. KHOBRADE, J.)

(RAVINDRA V. GHUGE, J.)

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