

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

1129 WRIT PETITION NO.940 OF 2023

DATTATRAYA HARISCHANDRA HANVATE
VERSUS
THE STATE OF MAHARASHTRA THROUGH ITS SECRETARY
AND OTHERS

...
Advocate for Petitioners : Mr. Kulkarni Pramod A.
AGP for Respondent Nos. 1 to 3: Mr. V.M. Kagne
Advocate for Respondent Nos. 4 and 5 : Mr. U.B. Bondar
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**CORAM : RAVINDRA V. GHUGE AND
SANJAY A. DESHMUKH, JJ.
DATED : 21st APRIL, 2023.**

PER COURT :-

1. We have considered the strenuous submissions of the learned Advocate for the Petitioner, the learned A.G.P. and the learned Advocate representing the Zilla Parishad. With their assistance, we have gone through the petition paper book, more particularly, the judgment delivered by a Co-ordinate Bench of this Court (Coram : Mangesh S. Patil and Sandeep V. Marne, JJ.), dated 28/09/2022, in Writ Petition No.14127/2021, filed by Balaji Shivaji Kamble Vs. State of Maharashtra and others, and connected group of cases.

2. The Petitioner before us is identically placed as like Balaji Shivaji Kamble. Vide the judgment dated 28/09/2022, the writ petitions have been dismissed and interim relief has been vacated.

The law is now settled in such matters of contractual Ambulance Drivers, by the Nagpur Bench as well as the Principal Seat of this Court, which have dismissed the writ petitions, seeking permanency/regularisation in employment, either with the Zilla Parishad or with the State Government. By the Judgment in Balaji Shivaji Kamble (supra), this Court has concluded that, mere grant of minimum pay-scale as like regular employees, would not convert the contractual employee into a direct employee of the Zilla Parishad.

3. In view of the above, the learned Advocate for the Petitioner submits that, the present Petitioner had been before this Court in Writ Petition No.4485/2021, wherein this Court (Coram :- C. V. Bhadang and Sandipkumar C. More, JJ.) delivered a judgment on 06/07/2022, concluding that such employees would be entitled only for the minimum of the pay- scale at the lowest Grade in the regular pay-scale extended to the regular employees. The learned Advocate for the Petitioner submits that, now that the Petitioner has been terminated and is not in contractual employment, at least the unpaid salaries be paid to him in view of the judgment dated 06/07/2022.

4. The learned Advocate for the Zilla Parishad submits that, if there are any outstanding payments, the Zilla Parishad would use it's good offices and ensure that the payment to the Petitioner, insofar as the arrears of salary, would be cleared within 90 days.

5. In view of the above, **this petition is disposed off**, expecting the Zilla Parishad, to initiate appropriate steps, so as to ensure that the Petitioner is paid the unpaid monthly contractual salary in three equated monthly installments, on or before the 20th day of May, June and July, 2023.

6. Needless to state, in the event the Petitioner desires to avail of any remedy, as is permissible under the Industrial Disputes Act, 1947, he would be at liberty to take recourse to such a remedy.

(SANJAY A. DESHMUKH, J.)

(RAVINDRA V. GHUGE, J.)

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