

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR**

Writ Petition (WP) No. 6604 of 2018

NTPC Limited through Senior Manager (H.R), A Government of India
Enterprise, Mouda Super Thermal Power Project, Mouda-Ramtek Road,
Mouda, District Nagpur

Versus

M/s Nagpur Zilla Suraksha Rakshak Mandal and another

Office Notes, Office Memoranda of
Coram, appearances, Court's Orders
or directions and Registrar's order

Court's or Judge's Order

Shri R.M.Bhangde, Advocate for the petitioner.

Shri S.U.Ambagade, Advocate for the respondent nos. 1
and 2.

CORAM : ANIL S. KILOR, J.

DATED : 7th AUGUST, 2023.

Heard.

2. The Officer specified appointed under Section 14 of the Maharashtra Private Security Guard (Regulation of Employment) Act, 1981 (in short hereinafter referred as “Act, 1981”) by the respondent no.1 board, directing the petitioner, a statutory body to pay Rs.6,68,902.30 to the respondent no.1 towards unpaid salary and levy for the period from November 2016 to May, 2017, is under challenge in this writ petition.

3. The petitioner is a statutory body having its plant and township at Mouda, a tender was issued for

deployment of Security Guard for the said plant and the township area by two different tenders.

4. The respondent no.1 Board participated in the said tender process and accordingly the offer of the respondent no.1 Board for deployment of security guards at the plant area of NTPC Mouda was accepted for the total value of Rs. 57,60,085.35. Where, the offer of the respondent no.1 for the deployment of security guards for the township area of NTPC Mouda, was accepted for total value of Rs.51,91,204.10.

5. As per the terms of agreement, during the period of agreement the whole liability beyond the total value on which the offer was accepted, was of the respondent no. 1 Board. The relevant clause of the agreement read thus:

“The agency shall provide all benefits to their personnel in terms of payment of stipulated minimum wages as per Maharashtra Govt. labor dept. notification from time to time, contribution for provident fund, Gratuity, Ex-gratia, Leave with wages, Paid holiday, ESI, uniform as per extant rules/ACT and no claim on this account shall be admissible by NTPC”.

“As and when there is a change in minimum wage as per circular of Labor department, Govt. of Maharashtra. The differential amount arising out of the revised minimum wages shall be payable/admissible to the contractor personnel by providing an amendment in existing P.O.

“The contractor shall be liable to comply with extent provisions under various labor laws besides other obligations under labor legislation. The contractor shall indemnify NTPC Ltd/ Mouda TPP against all claims/damages/compensations on account of their failure to comply with statutory provisions.”

“The agency shall adhere-to and comply with all the statutory provisions and obligations regarding labor license, insurance, minimum wages, payment of overtime wages, retrenchment benefits, etc. to the workers and no extra payment will be made to the agency except his quoted rate.”

6. There is no dispute that the amount agreed upon while accepting the offer of the respondent no.1 Board for deployment of security guards at township area and in plant area of NTPC i.e. Rs.51,91,204.10 and Rs.57,60,085.35, was paid to the respondent no.1 Board.

7. However, a complaint came to be made by the respondent no.2 to the Officer specified appointed under Section 14 of the Act, 1981 alleging that the petitioner had engaged the registered security guards of the board for the premises of petitioner for which amount of wages and levy of Rs.3,38,256/- was not remitted for the work done during the period from January-2017, February, 2017 and March, 2017.

8. The petitioner filed its reply and pointed the above referred facts as regards of acceptance of offer

for payment of the total amount on which the offer was accepted and the fact that there is no liability of the petitioner.

9. Thereupon, the respondent no.1 Board filed counter reply and made allegations that the agreement between the petitioner and the respondent no.1 Board dated 6th August, 2016 and 4th October, 2016 are fabricated and Mr. B.H. Dhapade was not authorised person of the respondent no.1 Board and he was not delegated any power to make an agreement on behalf of the Board.

10. Thus, it is evident that there are allegations of fabrication of documents namely the agreement on which the petitioner was placed reliance to deny liability.

11. In the above referred backdrop, on perusal of the impugned order passed by the Officer specified appointed under Section 14 of the Act, 1981, it is apparent on the face of the record that without any inquiry into allegation of fabrication of documents and without determining the amount of arrears of salary or wages along with levy, the directions came to be issued.

12. Once the allegations of fabrication are made, the learned Officer ought to have conducted the inquiry by allowing the parties to lead evidence, as he is

empowers to carry out such inquiry and exercise the power as vested in the Court under the Code of Civil Procedure for trying a suit in respect of the matters enumerated under Sub-Section 2 of Section 14 of the Act, 1981.

13. Having observed so, I am of the opinion that the present matter needs to be remanded back to the Officer specified appointed under Section 14 of the Act, 1981 for deciding the complaint afresh and after considering the observations made herein above. Accordingly, the writ petition is partly allowed.

14. The order dated 14th August, 2018 passed by the Officer specified appointed under Section 14 of the Act, 1981 is hereby quashed and set aside and the matter is remanded back for deciding the same afresh after hearing both the parties by giving complete opportunity to prove their respective cases.

[ANIL S. KILOR, J.]

SACHIDANAND
KUTTAN NAIR

Digitally signed
by
SACHIDANAND
KUTTAN NAIR
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