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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

911 WRIT PETITION NO. 5408 OF 2024

NITIN SHRINIVAS TORNEKAR AND OTHERS
VERSUS
THE STATE OF MAHARASHTRA THROUGH ITS SECRETARY AND
OTHERS

Ms.Priyanka Shinde, Advocate for the Petitioners.
Mr.K.K.Naik, AGP for Respondent No.1.
Mr.S.P. Urgunde, Advocate for Respondent Nos. 2 and 3.

(CORAM : RAVINDRA V. GHUGE AND
Y.G.KHOBRADE, JJ.)

DATE : JULY 24, 2024

PER COURT :

1. The Petitioners have put forth prayer clause A and B as under :-

“A. By issuing a writ of mandamus or any other appropriate writ, order or directions, the respondent No.2 and 3 be directed to pay the difference amount of 7th pay commission to the petitioners from 1st January, 2016 to till actual payment along with 12% interest and for that purpose necessary directions be issued.

B. By issuing writ of mandamus or any other appropriate writ like nature, the representation made by present petitioners may kindly be decided and further the respondent may kindly be directed to pay the benefits as demand by Petitioners in the interest of justice.”

2. The Municipal Corporation / Employer has entered an affidavit in reply through Janardhan Gulabrao Pakwane, Chief Account Officer of the Municipal Corporation.

3. There is no dispute that the Petitioners are entitled for the benefits of the 7th pay Commission. The Corporation has stated in paragraph No.9 of the affidavit in reply in bold letters, as under :-

“The payment of arrears requires a policy decision for making the number of installments considering the financial position. The deponent respectfully submits that, after taking a strategic decision regarding the payment of the difference amount of the 7th Pay Commission to the working / retired officers / employees of NWCMC. The difference amount of the 7th pay commission will be released.”

4. The learned Advocate for the Petitioners counters the above reproduced portion by stating that Shri Janardhan is a Chief Account Officer and he has received his arrears of 7th Pay Commission in one single installment. Since he was the Chief Account Officer, he ensured that he got his arrears in lumpsum. As against this, he now

states in paragraph No.9 that a strategic decision will be taken to pay the difference of amount to the Petitioners.

5. The learned Advocate for the Corporation submits that it may not be true that Mr.Janardhan Gulabrao Pakwane received the arrears in lumpsum. He further assures that the arrears are legally payable to the Petitioners and they would be paid as early as possible.

6. In view of the above, **this Writ Petition is partly allowed** with the following directions :-

[a] The first equated installment inclusive of 6% interest p.a., shall be paid on or before 15.08.2024 to these Petitioners.

[b] The second equated installment shall be paid on or before 17.09.2024 and the last equated installment would be payable on or before 15.10.2024.

[c] We make it clear that even if one of these directions are not complied with, we would hold the Commissioner of Municipal Corporation and Shri Janardhan Gulabrao Pakwane, responsible.

(Y.G.KHOBRADE, J.)

(RAVINDRA V. GHUGE, J.)