IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

907 WRIT PETITION NO. 7216 OF 2023

JAYRAJ HARIBA GAIKWAD AND OTHERS
VERSUS
THE STATE OF MAHARASHTRA THROUGH ITS SECRETARY AND OTHERS

AND
908 WRIT PETITION NO. 10912 OF 2024

SUHEEL AKHTAR MOHAMMAD YASEENUDDIN
VERSUS
THE STATE OF MAHARASHTRA THROUGH ITS SECRETARY AND OTHERS

AND
909 WRIT PETITION NO. 10914 OF 2024

MANGALDAS HARI INGALE
VERSUS
THE STATE OF MAHARASHTRA THROUGH ITS SECRETARY AND OTHERS

AND
911 WRIT PETITION NO. 10934 OF 2024

SUNIL FAKIRA GAIKWAD AND OTHERS
VERSUS
THE STATE OF MAHARASHTRA THROUGH ITS SECRETARY AND OTHERS

AND
914 WRIT PETITION NO. 10946 OF 2024

GAJANAN LODUAPPA DOIJAD AND OTHERS
VERSUS
THE STATE OF MAHARASHTRA THROUGH ITS SECRETARY AND OTHERS

AND
1 WRIT PETITION NO. 10957 OF 2024

GAJANAN HARI RATHOD AND OTHERS

VERSUS
THE STATE OF MAHARASHTRA THROUGH ITS SECRETARY AND OTHERS

AND
2 WRIT PETITION NO. 10958 OF 2024

SANTOSH BAPURAO SIRAME AND OTHERS
VERSUS
THE UNION OF INDIA THROUGH ITS SECRETARY AND OTHERS

AND
3 WRIT PETITION NO. 10959 OF 2024

KIRANSINH SWAYAWARSINH GOUR AND ANOTHER
VERSUS
THE STATE OF MAHARASHTRA THROUGH ITS SECRETARY AND OTHERS

AND
4 WRIT PETITION NO. 10961 OF 2024

SHESHARAO JAGNNATH PAWAR AND OTHERS
VERSUS
THE STATE OF MAHARASHTRA THROUGH ITS SECRETARY AND OTHERS

AND

5 WRIT PETITION NO. 10962 OF 2024

CHANDRASHEKHAR SWARUPCHAND CHAVAN AND OTHERS
VERSUS
THE STATE OF MAHARASHTRA THROUGH ITS SECRETARY AND OTHERS

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Advocate for the Petitioners : Mr. P.A. Kulkarni & S.B. Bhosale
in respective petitions
AGP for Respondents/State : Mr. M.M. Nerlikar, Addl. G.P.,
S/Shri V.M. Kagne, N.S. Tekale and N.D. Batule
Advocate for R/5 in WP/7216/23 : Mr. K.R. Doke
DSGI for UOI in WP/10934/24 : Mr. A.G. Talhar
Advocate for R/3 & 4 in WP/10946/24 & 10957/24 : Mr. S.B. Pulkundwar
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CORAM : RAVINDRA V. GHUGE &
Y.G. KHOBRAGADE, JJ.
DATE : 4th October, 2024

P.C. :-

1. Writ Petition Nos.10957/2024, 10958/2024, 10959/2024, 10961/2024 and 10962/2024, were not on board. Mentioned. By consent of the learned advocates for the respective sides, they are taken on the production board.

2. All these Petitioners claim to be identically placed. It is further stated by the learned Advocate that, they are identically placed with those Petitioners, who were before this Court in a long list of Petitions [Writ Petition No.1913/2024 **(Navnath Bhaskar Dive and Another Vs. State of Maharashtra and others)**], which were decided by this Court vide the order dated 30/08/2024.

3. There is no dispute that, these Petitioners are covered by the order passed in Navnath Bhaskar Dive (supra), wherein we had issued certain directions below paragraph No.21, which read as under :-

> *"21. In view of the above,* ***all these Writ Petitions are partly allowed,*** *with following directions :-*

(a) The service conditions applicable to these Petitioners would be maintained as long as the scheme lasts.

(b) The contractual employees shall not be replaced by new contractual employees, either by the Contractor or by the Principal employer. These directions of not to be replaced with another contractual employee, would be restricted only to the contractual working of such Drivers, and in the event of any misconduct/misdemeanor/death of the employee or any such reasons, the Principal Employer/the Contractor would be at liberty to seek services of new Ambulance Drivers. If there are certain contractual Ambulance Drivers, who have earlier worked, and are not engaged as on date, preference may be granted to them, if any replacement is to be effected.

(c) Considering the grave and serious complaints about Contractors not paying the wages to these Petitioners on the principle laid down by the Hon'ble Supreme Court in ***Ashok Dhondiba Meher (supra)****, we deem it appropriate to direct the Principal Employer to directly make the payments of these contractual Ambulance Drivers, vide Bank transactions in their salary Bank Accounts. Such payment shall not be a ground for alleging that the contract is sham and bogus and no employer/employee relationship would be deemed to be established between such Ambulance Drivers vis-a-vis the Zilla Parishad or the Principal Employer.*

(d) If any of the contractual Ambulance Drivers have been terminated or disengaged, they are at liberty to raise an industrial dispute under the provisions of the Industrial Disputes Act, 1947 and carry a reference to the Industrial Tribunal/Labour Court, as the case may be, in the light of the law laid down in ***Vividh Kamgar Sabha vs. Kalyani Steels Ltd. And Anr., [2001 (2) SCC 381]; Cipla Ltd. Vs. Maharashtra General Kamgar Union and Ors.,*** *[2001 (3) SCC 101] and the judgment of the Hon'ble Supreme Court (5 Judges Bench) in* ***Steel Authority of India Ltd. and***

Others Vs. National Union Water Front Workers and Others, *dated 30/08/2001, reported in* ***[AIR 2001 SC 3527]****.*

(e) The conclusions of this Court in ***Dhiraj Sudhakarrao Wankhede (supra)****, which have been sustained by the Hon'ble Supreme Court, would not come in way of the State Government in framing a scheme in view of the judgment of the Hon'ble Supreme Court in* ***Secretary, State of Karnataka v/s Umadevi (supra)****, if so desired by the State Government.*

(f) Since we have directed the Zilla Parishads or the State Government or the Rugna Kalyan Samiti (Medical Board), as the case may be, to directly pay the salaries to these contractual employees, it would be within the domain of the Principal Employer, to adjust these amounts as against the bills of the Contractors and also by adjusting the service charges."

4. In view of the above, **all these Writ Petitions are partly allowed,** in terms of the reproduced directions here in above. Needless to state, the effect of these directions will be prospective.

[Y.G. KHOBRAGADE, J.] **[RAVINDRA V. GHUGE, J.]**

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