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

WRIT PETITION NO. 8939 OF 2024

**SAU. SUNITA VASANT KHAIRNAR AND OTHERS
VERSUS
THE STATE OF MAHARASHTRA THROUGH SECRETARY
AND OTHERS**

....

Mr V. B. Anjanwatikar, Advocate for Petitioners
Mr R. S. Wani, A.G.P. for Respondents/State

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

DATE : 22nd August, 2024

PER COURT:

1. This Writ Petition, actually is maintainable before the Industrial Court. However, considering the peculiar grievance of the Petitioners that, they are not getting their monthly contractual salary payments from October 2023, from Respondent No.2/ Shri. Bhausahab Hire Government Medical College at Dhule, that we have entertained this Writ Petition in the peculiar facts and circumstances of the case.

2. In view of the above, **this Writ Petition is disposed off**, with a direction to the Dean of Respondent No.2/Government

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Medical College and Hospital at Dhule, to verify the unpaid monthly contractual salary payments of these Petitioners and all such similarly situated contractual employees. The Dean shall keep in mind that the provisions of the Contract Labour (Regulation & Abolition) Act, 1970, mandate the Contractor to make the payment of salary of the contractual employees. If the Contractor fails to make the payment within the prescribed period, the principal Employer will have to pay the salary to the contract labour and recover the said amount so paid, from the payment towards the Contractor.

3. After the Dean verifies the record, appropriate orders shall be issued for the payment of the outstanding monthly contractual salary of the Petitioners and similarly situated contractual employees, in three installments payable on or before, 30/09/2024, 31/10/2024 and 30/11/2024.

4. Insofar as the other grievance of these Petitioners, pertaining to their regularization in service is concerned, filing of a Writ Petition is not the remedy. Keeping in view the judgments of the Hon'ble Supreme Court delivered in **Vividh Kamgar**

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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]**, these Petitioners and similarly situated contractual employees will have to raise an industrial dispute under Section 2(k) of the Industrial Disputes Act, 1947 before the appropriate Forum, which is the Conciliation Officer/Assistant Commissioner, Labour, Nashik. The principal Employer, as well as the Contractor shall be arrayed as Respondents in the said dispute. All contentions are kept open.

5. If no Contractor exists, as is defined under the Contract Labour (Regulation & Abolition) Act, 1970, the dispute shall be between the Petitioner and the Respondent/Medical College.

(Y. G. KHOBRADE, J.)

(RAVINDRA V. GHUGE, J.)

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