



(1)

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

904 WRIT PETITION NO. 8612 OF 2024

BALAJI SHIVAJI KAMBLE AND OTHERS

VERSUS

THE STATE OF MAHARASHTRA THROUGH ITS SECRETARY
AND OTHERS

AND

905 WRIT PETITION NO. 10264 OF 2024

GULAB ASHOK AWARI AND OTHERS

VERSUS

THE STATE OF MAHARASHTRA THROUGH ITS SECRETARY
AND OTHERS

AND

906 WRIT PETITION NO. 10271 OF 2024

BABASAHEB SAYAJI DANE AND ANOTHER

VERSUS

THE STATE OF MAHARASHTRA THROUGH ITS SECRETARY
AND OTHERS

AND

907 WRIT PETITION NO. 10274 OF 2024

VILAS BAPU GAWADE AND OTHERS

VERSUS

THE STATE OF MAHARASHTRA THROUGH ITS SECRETARY
AND OTHERS

AND

P-1 WRIT PETITION NO. 10340 OF 2024

DATTAHARI ANANDA KADAM AND OTHERS

VERSUS

THE STATE OF MAHARASHTRA THROUGH ITS SECRETARY
AND OTHERS

(2)

**WITH
WRIT PETITION NO. 10342 OF 2024**

**SANTOSH RAMRAO GAVALE AND OTHERS
VERSUS
THE STATE OF MAHARASHTRA THROUGH ITS SECRETARY
AND OTHERS**

**WITH
WRIT PETITION NO. 10341 OF 2024**

**BALKRUSHN LAXMAN CHAVAN AND ANOTHER
VERSUS
THE UNION OF INDIA THROUGH ITS SECRETARY AND
OTHERS**

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Mr Pramod A. Kulkarni, Advocate for Petitioners in all Petitions
Mr Mr M. M. Nerlikar, Addl. G.P., Mr S. R. Wakale, Mr V. M.
Kagne, A.G.Ps. for Respondents/State in respective Petitions
Mr S. B. Pulkundwar, Advocate for Respondent Nos.3 and 4 in
WP/10264/2024 & 10274/2024 AND for Respondent Nos.4 and 5
in WP/10341/2024 & 10342/2024
Mr D. B. Gaikwad, Standing Counsel for Respondent/Union of
India in respective Petitions

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

DATE : 20th September, 2024

PER COURT:

1. Writ Petition Nos.10340/2024, 10341/2024 and
10342/2024, were not on board. Mentioned. By consent of the
learned Advocates for the respective sides, they are taken on the
production board.

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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*

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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.*

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(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 Sudhakar Rao 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

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(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. KHOBRADE, J.)

(RAVINDRA V. GHUGE, J.)

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