



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

915 WRIT PETITION NO. 11649 OF 2025

Nitin Devram Sake

VERSUS

The State Of Maharashtra And Others

...

Advocate for Petitioner : Mr. A.R. Dhore

AGP for Respondents: Mr. R.S. Wani

...

AND

916 WRIT PETITION NO. 11651 OF 2025

Dinesh Supadu Nikwade And Others

VERSUS

The State Of Maharashtra Through Its Secretary And Others

...

Advocate for PetitionerS : Mr. A.R. Dhore

ADDL. GP for Respondents: Mr. S.K. Tambe

...

AND

917 WRIT PETITION NO. 12018 OF 2025

Manoj Bhimrao Ghodge And Others

VERSUS

The State Of Maharashtra Through Its Secretary And Others

...

Advocate for Petitioner : Mr. A.R. Dhore

AGP for Respondents: Mr. S.B. Narwade

...

CORAM : SMT. VIBHA KANKANWADI &
HITEN S. VENEGAVKAR, JJ.

Dated : November 27, 2025

FINAL ORDER :-

1. All the petitioners are/were the employees recorded by respondent nos.3 and 4. Learned advocate for the petitioners submits that, when the advertisement was issued for the

recruitment, there was no stipulation for providing a Bank Guarantee in the name of the Temple Trust by them. Lateron, it was informed to them that they should deposit an amount of Rs.2.00 Lakh for Group 'C' post and Rs.1.00 Lakh for the Group 'D' post in the form of fixed deposit in the bank before the appointment. It was then also conveyed to them that, if the candidate leaves the job within two years of their appointment, then the deposited amount would be forfeited to the Trust. A statement saying that "Bank Guarantee is acceptable" was taken from the candidates on plain paper under the pressure from the Temple Trust Administrative. They have given said undertaking and thereafter they had submitted the Bank Guarantee. Some candidates have not submitted it and then they were told that they should submit it after the appointment as soon as possible.

2. According to said change, the petitioner Dinesh Sukdu Nakwade and others in Writ Petition No.11651 of 2025 have given Bank Guarantee and it was thereafter conveyed to them that the Maharashtra Civil Services Rules would be applicable to them. The Petitioner in Writ Petition no.11649 of 2025 and Writ Petition No.12018 of 2025 have not given Bank

Guarantee. Consequently, Bank Guarantee was then deducted from salary of the petitioners, who have not given Bank Guarantee. The petitioner Nitin Devram Sake in WP No.11649 of 2005 had thereafter secured job with Panvel Municipal Corporation and even his resignation was not accepted. It was then told that unless he gives outstanding amount of the Bank Guarantee, his resignation will not be accepted and, therefore, he has been forced to deposit the said amount. The other petitioners are then challenging that, such rules which have been made applicable lateron, and they were not part of the advertisement, cannot be so imposed. Other petitioners i.e. petitioners in WP no.11651 and 2025 seek directions to make the Maharashtra Civil Services Rules, 1969 applicable to them in its entirety and seek directions that submission of Bank Guarantee by them is illegall, arbitrary and unenforceable. They seek directions as against respondent nos.3 and 4 to refund amount of Rs.2 Lakh each forcibly collected from them and petitioner-Nitin Devram Sake in Writ Petition no.11649 of 2025 also seek refund of allegedly forcibly collected amount from him and to set aside the circular dated 2.10.2024 and impugned order dated 24.7.2025.

3. After hearing learned advocate for the petitioners and the learned AGP for respondent nos.1 and 2, what we have found that there are disputed questions of fact as regards the Bank Guarantee is concerned. When it was given in writing by the petitioners that term is acceptable, then whether they can go away from the statement would be a question. Even, when the Trust started deduction from the salary, they have not approached the Court. The disputed facts cannot be gone into under writ jurisdiction and, therefore, we refrain ourselves from making further comments in respect of merits of the matters. In view of this position of law, all the three Writ Petitions stand **dismissed**.

(HITEN S. VENEGAVKAR, J.) (SMT. VIBHA KANKANWADI, J.)
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AAA/-