



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

927 WRIT PETITION NO. 11287 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
SHOBHA CHANDRAKANT PISE

...

928 WRIT PETITION NO. 11288 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
KHALEDABI MARD A LATIF

...

929 WRIT PETITION NO. 11289 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
NAFISABANO A MAJID

...

930 WRIT PETITION NO. 11290 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
SULTANABI A JABBAR

...

931 WRIT PETITION NO. 11291 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
KAMAL MAROTI KHADGE

...

932 WRIT PETITION NO. 11292 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
SHAMIN AKHTAR BADRUDDIN

...

933 WRIT PETITION NO. 11293 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION
VERSUS
MADHURI NIVRUTTI NEMADE

...

934 WRIT PETITION NO. 11294 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
KALA SANTOSH CHAUDHARI

...

935 WRIT PETITION NO. 11295 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
TULSA BABURAO CHAUDHARI

...

936 WRIT PETITION NO. 11296 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
MALTI MADHUKAR PATIL

...

937 WRIT PETITION NO. 11297 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
RATNA ASHOK SHIRKE

...

938 WRIT PETITION NO. 11298 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
MANDA BHASKAR VARADE

...

939 WRIT PETITION NO. 11299 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
PORNIMA ANANDA VADKAR

...

940 WRIT PETITION NO. 11300 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
DIPA KISAN SHINDE

...

941 WRIT PETITION NO. 11301 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
MATHURA KALURAM DHAYDE

...

942 WRIT PETITION NO. 11302 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
KALPANA LOTAN MALI

...

943 WRIT PETITION NO. 11303 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE

VERSUS

MEHRUBHISA ABDUL HAI

...

944 WRIT PETITION NO. 11304 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE

VERSUS

SALIMA BI VAHIDKHAN

...

945 WRIT PETITION NO. 11307 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE

VERSUS

MANGALA ANNASHEB KAMOD

...

946 WRIT PETITION NO. 11308 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE

VERSUS

SHOBHANA PRAMOD WANKHEDE

...

947 WRIT PETITION NO. 11309 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE

VERSUS

SHAMIM BANO MAHAMMAD SHABANA

...

948 WRIT PETITION NO. 11310 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE

VERSUS

LILA SAMBHAJI CHAUDHARI

...

949 WRIT PETITION NO. 11311 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE

VERSUS

MEERA RAOSAHEB DESHMUKH

...

950 WRIT PETITION NO. 11314 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE

VERSUS

MEENA ASHOK JADHAV

...

951 WRIT PETITION NO. 11315 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE

VERSUS

NEELA SAHEBRAO DEORE

...

952 WRIT PETITION NO. 11316 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
MATHURABAI SAVTA MALI

...

953 WRIT PETITION NO. 11317 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
INDUMATI RUPCHAND SONAWANE

...

954 WRIT PETITION NO. 11318 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
SHAKILABI SHAMSUDYAH

...

955 WRIT PETITION NO. 11330 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
AABEDABI ABDUL HAI

...

956 WRIT PETITION NO. 11331 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
FATEMA BANO ABDUL HAI

...

957 WRIT PETITION NO. 11332 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
SHUBHANGI SHAMKANT GORWADKAR

...

958 WRIT PETITION NO. 11333 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
NAUSHAD BEGAM KAMRUDDIN

...

959 WRIT PETITION NO. 11334 OF 2025

THE COMMISSIONER DHULE MUNICIPAL CORPORATION DHULE
VERSUS
SINDHU CHANDRAKANT TAKLE

...

Advocate for the Petitioner in all petitions : Mr. Desale Nilesh N.
Advocate for Respondent in all petition : Mr. Shrikant Patil

...

CORAM : ARUN R. PEDNEKER, J.

Dated : September 18, 2025

PER COURT :-

1. Heard.

2. By these petitions, petitioners challenge impugned judgments and orders passed by the Labour Court granting gratuity to the respondents. The respondents were appointed as 'Balwadi Teacher/ Helper' and they were working in petitioner-corporation. After their retirement, they filed application claiming gratuity amount from the petitioner-corporation under Payment of Gratuity Act, 1972. Aggrieved by the refusal of petitioner-corporation, respondents filed applications under the Payment of Gratuity Act, 1972 in the Labour Court. The Ld. Labour court granted gratuity amount to the respondents. Thereafter, for recovery of gratuity amount, respondents filed another application. Recovery certificate was accordingly issued by learned Labour court. It appears that recovery certificate is issued by the Labour Court for recovery of the amount due and payable to the employees with interest at the rate of 10% p.a. and thereafter interest at the rate of 15% p.a. was made applicable till its realisation was directed to be paid. Being aggrieved and dissatisfied by impugned orders, petitioner-corporation has filed present writ petitions.

3. The learned counsel for the petitioners submits that respondents/employees were not working on the sanctioned permanent vacant posts, so also only honorarium was paid and they were not paid wages.

4. The learned counsel further submits that there was no application

made by the concerned employees for payment of gratuity.

5. The issue raised in these writ petitions is no more res-integra and in the similarly placed employees in the the case of Anganwadi workers/helpers the Honble Supreme Court in the case of **Maniben Maganbhai Bhariya Vs. District Development Officer, Dahod and Ors, reported in (2022) 16 SCC 343** in paras 47, 49, 50, 52, 55, and 91 has observed as under:-

"47. When we talk about the mandate of the 1972 Act, if one looks into the scheme in a holistic manner, gratuity is a reward for good, efficient and faithful service rendered for a considerable period and the employee who remains in continuous service for 5 years or more including superannuation/retirement/resignation/untimely death becomes qualified to claim gratuity in terms of the computation as has been provided under sub-section (2) of Section 4 of the 1972 Act which covers in its fold, the large sector of organised/unorganised workers/employees who are employed in various class of establishments covered under Sections 1(3)(a) and (b) and also notified by the Central Government under Section 1(3)(c) of the 1972 Act. Such of the employees working under the establishments referred to under Sections 1(3)(a), (b) and (c), as the case may be, shall be eligible to claim payment of gratuity in terms of Section 4 of the 1972 Act and so far as the term "wages" defined under Section 2(s) of the 1972 Act is concerned, it appears to be only for the purpose of computation as provided under sub-section (2) of Section 4 of the Act and withholding of gratuity is not permissible under any circumstances other than those enumerated under sub-section (6) of Section 4 of the 1972 Act. The "employee" defined under Section 2(e) has a right to claim gratuity as a statutory right while working in the establishment covered under Section 1(3) of the 1972 Act.

49. The 1972 Act on the genre of statutes like the Minimum Wages Act, the Employees State Insurance Act, etc. is a welfare measure to secure social and economic justice to employees to assist them in old age and to ensure them a decent standard of life on retirement.

50. Derived from a Latin word "*gratuitas*", the term gratuity means a "gift". In the industrial sector, gratuity is considered as a gift from the employers to their employees. Gratuity is a lump sum payment paid by an employer to the employee for his/her past dedicated services. It is a gesture to appreciate the efforts of a person towards the betterment, development and prosperity of an establishment and that is the reason for which gratuity is considered to be a social security, and with passage of time, it has become a statutory obligation on the part of employers.

52. The 1972 Act is a social security legislation to wage-earning population in industries, factories and establishments, etc. Therefore, considering the inflation and wage increase even in case of employees engaged in private sector, the Government decided that the entitlement of gratuity should be revised in respect of employees who are covered under the 1972 Act and accordingly, the Government initiated the process for amendment to the 1972 Act to increase the maximum limit of gratuity to such amount as may be notified by the Central Government from time to time.

55. When social security legislations are being interpreted, it always has to be interpreted liberally with a beneficial interpretation and has to be given the widest possible meaning which the language permits, known as beneficial interpretation. When a statute is meant for the benefit of a particular class and if a word in the statute is capable of two meanings i.e. one which would preserve the benefits and one which would not, then the former is to be adopted.

91. The learned counsel for the State has given much stress on the honorarium paid to the Anganwadi workers/helpers. Suffice it to say that the honorarium is basically the quantum of money offered/conferred to somebody who is especially a professional or a well honoured person for providing services. It is a voluntary process. However, what is being paid to Anganwadi workers/helpers with a nomenclature used by the respondents in projecting the term 'honorarium', is in fact the 'wages' that has been paid for the services rendered at

the end of the month. It is the form of emoluments which is being earned on discharge of duty in accordance with the terms of employment defined under Section 2(s) of the Act 1972."

6. In the case of **Maniben** cited supra, the Hon'ble Supreme Court has clearly held that the Payment of Gratuity Act is a statute like the Minimum Wages Act, the Employees State Insurance Act etc. and is a welfare measure to secure social and economic justice to employees to assist them in old age and to ensure them a decent standard of life on retirement. In the case of **Maniben** cited supra, the Hon'ble Supreme Court has further held that honorarium is paid to someone who is professional or a well honoured person for providing services. It is a voluntary process. However, what is being paid to Anganwadi workers/helpers with a nomenclature used by the respondents in projecting the term 'honorarium', is in fact the 'wages' that has been paid for the services rendered at the end of the month. It is the form of emoluments which is being earned on discharge of duty in accordance with the terms of employment defined under Section 2(s) of the Act 1972. The Hon'ble Supreme Court at para 25 in the case of **Jaggo Vs. Union of India (UOI) and Ors. reported in AIR 2025 SC 296** has held as under :-

"25. It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade long-term obligations owed to employees. These practices manifest in several ways :

- Misuse of "Temporary" Labels: Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labeled as

"temporary" or "contractual," even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.

- **Arbitrary Termination:** Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.
- **Lack of Career Progression:** Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raises. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.
- **Using Outsourcing as a Shield:** Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.
- **Denial of Basic Rights and Benefits:** Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances."

The Hon'ble Supreme Court in the case of Jaggo cited supra has held that it is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to

address short-term or seasonal needs, they have increasingly become a mechanism to evade long-term obligations owed to employees. The Hon'ble Supreme Court in the case of **Jaggo** cited supra has further held that temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. Considering the above observations made by the Hon'ble Supreme Court in the cases of **Maniben** and **Jaggo** cited supra it is seen that employees concerned have worked with the Dhule Municipal Corporation for a period of 18 years to 38 years and they have retired on attaining the age of superannuation. Therefore, there is no force in the argument of the learned counsel for the petitioner that the respondents were not working on the sanctioned or permanent vacant post, so also only honorarium was paid and they were not paid wages and therefore not entitled for gratuity.

7. As regards second submission of the petitioner that there was no application made by the concerned employees for payment of gratuity is concerned, section 7(2) of the Payment of Gratuity Act needs to be seen, which is as under :-

"7. Determination of the amount of gratuity :-

(1)

(2) As soon as gratuity becomes payable, the employer shall, whether an application referred to in sub-section (1) has been made or not, determine the amount of gratuity and give notice in writing to the person to whom the gratuity is payable and also to the controlling authority specifying the amount of gratuity so determined."

8. From perusal of above section, it appears that section 7(2) of the

Payment of Gratuity Act itself provides that it is the duty of the employer to pay gratuity at the time of retirement. In this regard reliance can be placed on relevant portion of para 6 of the judgment of this Court in the case of **Managing Director (M.D.) Maharashtra State Cooperative Tribal Development Corporation Ltd., Nashik and ors. Vs. Purushottam s/o. Asaram Raut and Ors. reported in 2015(4) Mh.L.J. 342**, which is as under :-

"6.It is in the nature of a social welfare legislation enacted to provide for a scheme for payment of gratuity to employees. The denial of amount of gratuity is restricted by provisions of section 4(6) of the said Act and in case of any exemption granted by the appropriate Government under section 5 of the said Act. It is further well settled that under provisions of section 7(2) of the said Act, an obligation has been cast on the employer to determine the amount of gratuity that is payable irrespective of whether any application in terms of section 7(1) of the said Act has been made by the person eligible or not."

9. As such, the impugned orders cannot be set aside. The writ petitions are devoid of merits. The writ petitions are accordingly dismissed.

(ARUN R. PEDNEKER, J.)

ssc/