

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

(7) WRIT PETITION NO. 19060 OF 2024

Dipak Nathu Telavada & Ors. ...Petitioners

Versus

The State of Maharashtra & Ors. ...Respondents

AND

(30) WRIT PETITION NO. 2252 OF 2025

Dipesh Krushna Patil ...Petitioner

Versus

The State Of Maharashtra & Ors. ...Respondents

AND

(33) WRIT PETITION NO. 2341 OF 2025

Sudarshan Pralhad Khavale & Ors. ...Petitioners

Versus

The State of Maharashtra & Ors. ...Respondents

AND

(34) WRIT PETITION NO. 2342 OF 2025

Santosh Pangaji Dhadwad & Anr. ...Petitioners

Versus

The State of Maharashtra & Ors. ...Respondents

AND

(38) WRIT PETITION NO. 2352 OF 2025

Subhash Shantaram Isame & Anr. ...Petitioners

Versus

The State of Maharashtra & Ors. ...Respondents

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AND
(43) WRIT PETITION NO. 2459 OF 2025

Innus Rasul Shikalgar ...Petitioner
Versus
The State of Maharashtra & Ors. ...Respondents

AND
(46) WRIT PETITION NO. 2491 OF 2025

Dinesh Mukund Kadwe ...Petitioner
Versus
The State of Maharashtra & Ors. ...Respondents

AND
(47) WRIT PETITION NO. 2492 OF 2025

Bhaskar Govinda Waghmare ...Petitioner
Versus
The State of Maharashtra & Ors. ...Respondents

Mr. P.A. Kulkarni, Thr. V.C., Advocate for the Petitioners.

Mr. P.P. Kakade, Addl. G.P. a/w Ms. Pooja Joshi, AGP for Respondent Nos.1 to 4/State in WP/19060/2024.

Mr. P.P. Kakade, Addl. G.P. a/w Mr. V.G. Badgujar, AGP for Respondent Nos.1 to 4/State in WP/2252/2025.

Mr. P.P. Kakade, Addl. G.P. a/w Mr. V.G. Badgujar, AGP for Respondent Nos.1 to 4/State in WP/2341/2025.

Mr. B.V. Samant, Addl. G.P. a/w Mr. V.G. Badgujar, AGP for Respondent Nos.1 to 4/State in WP/2342/2025.

Mr. P.P. Kakade, Addl. G.P. a/w Ms. Priyanka Chavan, AGP for Respondent Nos.1 to 4/State in WP/2352/2025.

Mr. Kedar Dighe, Addl. G.P. a/w Mr. V.M. Mali, AGP for Respondent Nos.1 to 4/State in WP/2459/2025.

Mr. A.C. Bhadang, AGP for Respondent Nos.1 to 4/State in WP/2491/2025.

Ms. D.S. Deshmukh, AGP for Respondent Nos.1 to 4/State in WP/2492/2025.

**CORAM : RAVINDRA V. GHUGE
&
ASHWIN D. BHOBE, JJ.**

DATE : 24th FEBRUARY, 2025

P.C. :-

1. All the Petitioners in these Petitions, are identically placed with the Petitioners, who are covered by the order of this Court dated 30th August, 2024 delivered at Aurangabad in Writ Petition No.1913 of 2024, by which, all the Petitions were partly allowed (*Navnath Bhaskar Dive and Anr. vs. State of Maharashtra and Ors.*).

2. This Court has passed an extensive order on 30th August, 2024 in *Navnath Bhaskar Dive (supra)*. The reasons and conclusions set out in the said order are squarely applicable to these Petitioners. The learned Advocate for the Zilla Parishad has taken instructions on Advocate's notice and is instructed to say that all these Petitions are covered by the order dated 30th August, 2024.

3. In our order passed in *Navnath Dive (supra)*, we had recorded in paragraph 21 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 above reproduced directions. However, it needs mention that this order would apply prospectively.

(ASHWIN D. BHOBE, J.)

(RAVINDRA V. GHUGE, J.)