

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 10383 OF 2025

Santosh Manohar Impal & Ors. ... Petitioners.

V/s.

The State of Maharashtra & Ors. ... Respondents.

Mr. Vishal S. Kadam, Advocate for Petitioner.
Mr. S.H. Kankal, AGP for Respondent – State.
Ms. Diksha Patil, Law Officer, present.

CORAM : RAVINDRA V. GHUGE AND
ASHWIN D. BHOBE, JJ.

DATE : 9TH SEPTEMBER, 2025

P.C. :

1. Heard Mr. Vishal Kadam, learned Advocate for the Petitioners and Mr. Kankal, learned AGP for the Respondent State.

2. The learned Advocate for the Petitioners submits that a tender has been issued by the State Government for recruiting contractual employees. The Petitioners are challenging the said decision.

3. The learned AGP submits that the tender is floated vide advertisement dated 8th August, 2025 and eligible and willing candidates

have already been invited to submit their applications. He further submits that this Court (Coram : Shri Shree Chandrashekhar (as His Lordship then was) and Aarti Sathe, JJ) have dealt with identical matters in Writ Petition No. 7974 of 2025 and others Petitions and has passed an order on 25th August, 2025 declining to grant interim relief.

4. For the sake of clarity, we are reproducing the order dated 25th August, 2025 hereunder :

“ Leave to amend to annex relevant documents.

2. In view of the advertisement issued for appointment on contractual basis, the eligible and willing candidates were required to submit their applications by 18th August 2025. The petitioners shall indicate by filing a composite affidavit whether they had made an application for the post of teacher. The petitioners shall also bring on record the letters of appointment.

3. The learned counsel for the petitioners refers to a decision of the Co-ordinate Bench of this Court seeking an interim relief to the extent that they shall not be disengaged from the service.

4. As we are informed that an advertisement has been issued for engagement of teachers on contract basis and a copy of the advertisement has been produced by the learned counsel for petitioners, which in fact clearly distinguishes the present batch of writ petitions from the case dealt with by this Court at Aurangabad Bench. Therefore, we are not inclined to grant any interim order in the present batch of writ petitions.

5. The learned Advocate General assisted by the Government Pleader, Additional Government Pleader and Assistant Govt. Pleaders states that in subsequent petitions this Court at Aurangabad Bench did not grant any interim protection to the teachers who were appointed on ad-hoc basis.

6. Stand over to 17th September 2025.”

5. The Petitioners rely upon a Judgment of this Court delivered in **Madhukar s/o Bhavanrao Sadgir & Ors. v/s. State of**

Maharashtra & Ors. reported in 2019 (2) Mh. L.J. 119, wherein those similarly situated Petitioners who have completed 10 years in employment, have been considered for regularisation by directing the State Government to follow the procedure. For the sake of clarity, we are reproducing paragraph 21, in ***Madhukar Sadgir (Supra)*** as under :

“21. In light of the above, we pass the following order:

ORDER

(i) The respondents shall regularize the services of the petitioners who have completed ten years of service with effect from the date they have completed ten years or the date of filing of writ petition whichever is later.

(ii) Those petitioners who are terminated after completion of ten years of service during the pendency of the writ petition shall be reinstated and shall be granted regularization from the date they have filed the petition or after completion of ten years of service whichever is later.

(iii) For all practical purposes the services of the petitioners shall be considered regular from the date as observed above. However, we may not grant them actual financial benefit for the period prior to the present order. They will be entitled for the regular pay scale from 1-11-2018.

(iv) The respondents shall count the services of the petitioners from their date of appointment continuously for counting ten years of their service.”

6. We have perused the ready reference chart at page 34 to 37 in the Petition paper book. We find that those Petitioners who have worked for one year to three years have approached this Court and some have worked for 4 years and some for 6 to 7 years. Only one Petitioner has worked for 9 years and 5 months and one person has completed 10

years. As such, out of these 42, only one person namely, Dhilaji Gonaji Kokani can be protected in the light of ***Madhukar Sadgir (Supra)***. Rest would be ineligible. They would only have a right to claim parity in the pay scale in the light of the view taken by this Court vide order dated 29.11.2024 in ***Interim Application No. 1418 of 2024 in Writ Petition No. 13177 of 2023 (Sandip Ganpat Hadbal & Ors. v/s State of Maharashtra & Ors.)***.

7. In view of the above, since the learned Advocate for the Petitioners submits that none of the Petitioners, except Dhilaji Gonaji Kokani, are claiming regularisation, we would only protect the interest of Petitioner No. 15 Dhilaji Gonaji Kokani, in so far as his service conditions are concerned. Keeping in view the order passed by this Court on 25th August, 2025 in Writ Petition No. 7974 of 2025 & Others, no protection can be granted to those workers who have not worked for 10 years, save and except, parity in pay scale in the light of ***Sandip Ganpat Hadbal (supra)***.

8. In so far the challenge to the policy of the Government for indulging in outsourcing for contractual recruitment, **Rule**. The Petitioners who have completed 10 years of service on the date of the

filing of this Petition, would stand protected against termination.

9. Mr. Kankal, learned AGP waives service of notice on rule.

10. Those new contractual appointments, made pursuant to the impugned advertisement, would be subject to the result of this Petition and those who have completed 10 years, would not be non-suited on the ground of having made fresh recruitment.

(ASHWIN D. BHOBE, J.) (RAVINDRA V. GHUGE, J.)