(This order is corrected as per speaking to the minutes order dated 27.10.2026)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

909 CIVIL APPLICATION NO. 11615 OF 2026
IN WP/574/2026

KOPARGAON TALUKA SAKHAR KAMGAR SABHA SAKARWADI AND ANOTHER
VERSUS
MANAGING DIRECTOR MAHARASHTRA RAJYA SHETI MAHAMANDAL MARYADIT AND OTHERS

...
Advocate for Applicants : Mr. Shelke Avishkar S.
Advocate for Respondent Nos.1 to 4 In WP : Mr. P. V. Barde.
...

AND

910 CIVIL APPLICATION NO. 11617 OF 2026
IN WP/660/2026

SAKHAR KAMGAR SABHA SHRIRAMPUR THROUGH ITS SECRETARY AND ANOTHER
VERSUS
MANAGING DIRECTOR MAHARASHTRA RAJYA SHETI MAHAMANDAL AND OTHERS

...
Advocate for Applicants : Mr. Natu Sharad V.
Advocate for Respondent Nos.1 to 3 In WP : Mr. P. V. Barde.
...

CORAM : MANJUSHA A. DESHPANDE, J.
DATE : 22.10.2026

PER COURT :-

1. Heard the respective sides.

2. Both these Civil Applications have been filed by the applicants that can be decided by way of common order. The applicant Nos.1 and 2 in both these Civil Applications are the Trade Unions, who have challenged the judgment and order

dated 25.04.2025, passed by the Member, Industrial Court, Ahmednagar in Complaint (ULP) Nos.80 of 2016 and 81 of 2016, respectively.

3. It is the case of the applicants that, since the year 2000-2001, at the time of making payment of the dues to their employees, the respondents have called the authority letters from their employees for making deductions towards the deductions of the membership subscription fees/donation of the union. On such submission of authority letters, the amount was deducted from the dues payable to the employees. As per the letter dated 11.11.2011, an amount @ 5% was deducted from the total payment made to the employees towards the dues of revised pay scale, gratuity and bonus. Even thereafter membership subscription/donation has been deducted from time to time to be paid to the applicant unions.

4. It is submitted that, this practice was in existence upto the year 2014-2015. But thereafter, this practice has been stopped unilaterally, which constrained the applicants to file complaint of Unfair Labour Practice before the Industrial Court, Ahmednagar. Even during the pendency of the Complaint (ULP) Nos.80 of 2016 and 81 of 2016, in the Industrial Court, Ahmednagar interim relief was granted

directing the respondents to deduct the subscription from the payment made to the employees to be paid to the Applicants. However, eventually, the complaint has been dismissed by the Industrial Court by the judgment and order dated 25.04.2025, which is challenged by the applicants before this Court and which is pending for consideration.

5. It is submitted that, during the pendency of the present Writ Petitions, the employees of the respondents/Corporation, are likely to get benefit of the orders passed in Writ Petition No.5341 of 2015 decided by the order dated 18.07.2026. As a result of which, the employees of the respondents are entitled to receive the benefit arising there from. Similarly, Writ Petition No.12877 of 2016, filed by respondent No.1 is dismissed vide order dated 10.03.2026, as a result of dismissal, the employees of the respondents are entitled to receive the house rent allowance. Thus, employees of respondent No.1 would be receiving the benefits flowing from the aforementioned two orders. It is, therefore, the contention of the applicants that, in view of the monetary benefits to be received by the employees, the applicants/union are entitled to deduct 5% towards their subscription/donation under Section 7(2)(kkk) of the Payment of Wages Act, 1936, which permits deductions made for the

payment of fees payable towards membership of a trade union registered under the Trade Unions Act, 1926. According to the applicants, many of the employees have communicated their consent for withdrawal of the subscription/donation towards the union in writing to the respondent/corporation. The letters addressed by the employees to the respondent/ Corporation has been placed on record along with Civil Application. Thus, according to the petitioners, considering that, monetary dues are likely to be disbursed in favour of the employees, the amount of the subscription fees of their share is required to deduct by depositing it in this Court. Following prayers are made by the applicants in the Civil Applications.

> *"B. Respondents be directed to deduct & deposit before the Hon'ble Court an amount of 2.5% as donation towards applicant no. 1 and 2.5% for applicant no. 2 from the wages of employees (as directed by this Hon'ble Court in Writ Petition Nos.5341/2015 and 5343/2015, respectively) mentioned in the list annexed at EXHIBIT A and to all other such employees who submit their written consent to the respondent corporation.*
>
> *C. Alternatively, respondents be directed to withhold an amount of 2.5% as donation towards applicant no. 1 and 2.5% for applicant no. 2 from the wages of employees (as directed by this Hon'ble Court in Writ Petition Nos.5341/2015 and 5343/2015, respectively) mentioned in the list annexed at EXHIBIT A and to all*

other such employees who submit their written consent to the respondent corporation."

6. The prayers made by the applicants are opposed by the learned advocate appearing for the respondents by contending that, already the rights of the present applicants have been decided in the complaint filed by them, by holding that, there is no existing agreement for permitting such deductions. The agreement was entered between the Manager of the respondent/Corporation and with applicant No.1 Union which was only for the period 2001 to 2003, which was not renewed thereafter at any point of time. He has further raised various grounds opposing the prayers made in the Civil Applications regarding the maintainability of the prayers made by the respondents. He also submits that, it is not permissible for respondent/union to deduct such amount from the amounts that are likely to be received by the employees.

7. I have heard the respective parties and perused the documents placed on record. Whether the deductions towards the subscription fees/donation of the applicants is permissible is the subject matter of the challenge raised in the Writ Petitions, that are already pending before this Court. However, considering that, certain amounts are likely to be disbursed in

favour of the employees. The petitioners have placed on record the communication addressed by applicant Nos.1 and 2 to the respective estate Managers of respondent No.1 informing them that, they have received authorization letters from the employees for permitting deductions @ 2.5% each towards their subscription of applicant Nos.1 and 2 respectively, to be made from the payment i.e. likely to be received by the employees. The communication is accompanied with such authorization letter that are addressed to the estate managers.

8. Learned advocate for the applicants has tendered across the bar the communication addressed to respondent No.1 on 21.09.2026 informing about, the authorisation given by employees for deduction @ 5% from the amounts that are likely to be received by them pursuant to the orders passed by this Court in two Writ Petitions referred supra. Considering that, the employees are likely to get certain amount and if the amounts are disbursed in favour of the employees, the petitioners would not be able to recover the amount even if they succeed in Writ Petitions. It would serve the purpose if the amount is secured by depositing it in this court, which can be disbursed upon final adjudication of the pending Writ Petitions.

9. In my view, it would be appropriate to allow the Civil Applications in terms of prayer clause "**B**" by directing respondent No.1 to deduct the amount that are to be disbursed in favour of the employees to be deposited in this Court. Hence, I pass the following order :

O R D E R

(i) Civil Applications are allowed in terms of prayer Clause "**B**". However, subject to the condition that, these deductions shall limited only to the extent of the employees who have given such authorization in favour of the applicants.

(ii) The applicants shall indemnify respondents by executing an indemnity Bond against any dispute if any raised by the employees. This indemnity bond shall be executed before disbursal of the amount.

(iii) Civil Applications are disposed of without going into the merits of the matter.

(MANJUSHA A. DESHPANDE, J.)

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vmk/-