IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

21 WRIT PETITION NO. 15117 OF 2026

TUKARAM NAMDEO SHINDE AND ANOTHER
VERSUS
THE STATE OF MAHARASHTRA THR SECRETARY AND OTHERS
...
Advocate for the Petitioner : Mr. Bolkar Yogesh B.
AGP for Respondents/State : Mr. N. D. Batule
Advocate for Respondent nos. 5 to 8 : Mr. Suhas B. Ghute
...

CORAM : N. B. SURYAWANSHI AND ABASAHEB D. SHINDE, JJ.

DATE : 26.10.2026

PER COURT :

Undisputedly, the issue raised in this writ petition is squarely covered by the decision of this Court in Writ Petition No.1913/2024 with connected writ petitions.

2. For the reasons stated in the said order, the writ petition is 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 Special Leave Petition (Civ.) No. 8395/2021 filed by **Chief Executive Officer Zilla Parishad, Solapur Vs. Ashok Dhondiba Meher**, 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 and others Vs. The Zilla Parishad, Chandrapur and others (Writ Petition No. 2247/2014)**, 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 and others v/s Uma Devi and others; [(2006) 4 Supreme Court Cases 1]**, 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.

(ABASAHEB D. SHINDE, J.) **(N. B. SURYAWANSHI, J.)**

mkd/-