

Ladda(PS).

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION  
APPELLATE SIDE WRIT PETITION NO. 8139 of 2017

The Thane District Central  
Co-op. Bank Ltd. ..Petitioner.

Vs

The State of Maharashtra & Ors ..Respondents.

WITH  
APPELLATE SIDE WRIT PETITION No. 8136 of 2017

Thane Zilla Madhyamik Shikshan Sangh & Ors ..Petitioners.

Vs

The State of Maharashtra through  
the Government Pleader & Ors ..Respondents.

WITH  
ORIGINAL SIDE WRIT PETITION (Lodging) No. 2039 of 2017

Shikshak Bharati ..Petitioner.

Vs

The State of Maharashtra & Ors ..Respondents.

WITH  
ORIGINAL SIDE WRIT PETITION(Lodging) No. 1847 of 2017

Mumbai Teachers' Democratic Front ..Petitioner.

Vs

The State of Maharashtra ..Respondent.

Mr. A.Y. Sakhare, Senior Advocate a/with Dr. D.S.Hatle a/with Deepak P. Jamsandekar, Advocate for the petitioner in W.P. No. 8139/2017 and for Respondent No.7 in W.P.No. 8136 of 2017.

Mr. E.A.Sasi for petitioner in W.P. No. 8136 of 2017.

Mr. A.A. Kumbhakoni, Advocate General a/with Mr. Sandip L. Babar, A.G.P., for the State in W.P. No. 8139/2017 and 8136/2017.

Mr. R.S.Apte, Senior Advocate a/with Mr Mandar Limaye for Respondent No.13 in W.P. No. 8139/2017 and for Respondent No.8 in W.P. No. 8136/2017.

Mr. Rajiv Patil, Senior Advocate with Shri Milind Sawant, Advocate with Shri Sachin Punde, Advocate for the petitioner in W.P. (L) No. 2039/2017. Mr. Suresh Ghamre i/by Mr. Rajeshwar G. Panchal Advocate for Petitioner in W.P. (L) No. 1847/2017.

Mr. A.A. Kumbhakoni, Advocate General a/with Mr. Kedar Dighe, AGP for Respondent No. 1 to 6 in W.P.(L) No. 2039/2017 and for Respondent No.1 in W.P.(L) No. 1847/2017.

Mr. Vishal Kanade a/with Mr. Akhilesh Chaubey i/by M/s ABH & Associates for Respondent No. 7 in W.P.(L) No. 2039/2017 and for Respondent No.2 in W.P.(L) No. 1847/2017.

CORAM : ANOOP V. MOHTA AND  
SMT. BHARATI H.DANGRE, JJ.  
DATE : 14<sup>th</sup> August, 2017

**ORDER :**

- 1) Rule. Rule is made returnable on 6<sup>th</sup> September, 2017. The parties to file short synopsis and written submissions in the meantime.
- 2) After hearing the learned counsel appearing for the parties and the learned Advocate General in the background so mentioned, the following arrangement is recorded in the additional note submitted by the Advocate General. This agreed arrangement shall govern all the petitioners' matters including similarly placed teachers who have not received the salary.

**“: Additional Note :**

**(On Behalf Of State Government : Education**

Department)

*In the humble submission of the State the following interim arrangement, without prejudice to any of the rights and contentions of all the parties to the present proceedings, will meet the end of justice, till the matters are finally heard and decided.*

*1. This interim arrangement be considered appropriately in the light of 'the note' which is already submitted, setting out therein the procedure that is in place and holding the field for payment of salaries of the employees of the aided schools.*

*2. The Superintendent will continue to hold and operate the **Main Pool Account(s)**, opened and being operated in terms of the impugned Government decision with the respective Banks i.e. Mumbai Bank and Thane Janata Sahakari Bank (**TJS Bank**).*

*3. Henceforth, none of the educational institutions, who have so far not opened their **School Account** with the aforesaid two Banks, in accordance with the directions of the State that are impugned in these proceedings, will be compelled to open their respective School Accounts with the aforesaid two Banks. It will be open for these educational institutions to continue with the same School Accounts which are already opened and are presently being operated by them with the Union Bank of India (Mumbai District) and Thane DCC (Thane District), as the case may be.*

*4. However, it is clarified that it will be open (optional)*

for such educational institutions to open such School Accounts in the aforesaid two Banks viz. Mumbai Bank and/or TJS Bank, as the case may be, in compliance with the impugned action of the State and inform the State authorities accordingly, who will act in accordance with such change, if any and if at all. It is further clarified that those educational institutes who have already opened such accounts with the aforesaid two Banks viz. Mumbai Bank and/or TJS Bank will continue to operate only through these accounts, without any change.

5. The Teachers will have a choice of either continuing with their present accounts or opening of new accounts with the Mumbai Bank or TJS Bank, as the case may be.

6. Those teachers who do not wish to open such new accounts may continue with their existing accounts either with the Union Bank of India or Thane DCC Bank, as the case may be. Their salaries will be paid, in accordance with law, through these accounts, without insisting for opening of new accounts with either the Mumbai Bank or TJS Bank as the case may be.

7. The concerned online system i.e. 'Shalarth' has been already modified today morning itself for giving a choice for submitting pay bills by giving School Account numbers either with the existing Banks i.e. Union Bank of India (Mumbai District) or Thane DCC bank (Thane District) in addition to the Mumbai Bank or TJS Bank, as the case may be. Upon giving the appropriate choice the system is ready to accept the pay bills.

8. After the pay bills are processed at different levels and consolidated amount is received by the concerned Superintendent in the Main Pool Account of the Superintendent opened and operated in either Mumbai Bank or TJSB Bank as the case may be, the amounts will be transferred to the respective School Accounts from Union Bank of India (Mumbai District) or Thane DCC bank (Thane District) or Mumbai Bank or TJS Bank, as set out hereinabove, without insisting for freshly opening of School Accounts, either with the Mumbai Bank or the TJS Bank, as the case may be.

9. From the respective School Accounts the amounts will be transferred to the individual accounts of the School Employees (Teaching and Non-Teaching staff) that are being presently opened and operated by each of them, whichever the Bank may be, without insisting upon opening of fresh accounts with either the Mumbai Bank or the TJS Bank, as the case may be.

10. \_\_\_\_\_ Appropriate orders may kindly be passed directing all the Headmasters of all the Schools to submit their respective pay bills online, if not already submitted, **latest by the end of 15<sup>th</sup> August, 2017.** It also may kindly be directed that **on or before 11.30 a.m. on 16<sup>th</sup> August, 2017** all **hard copies** of these pay bills that have been submitted online, must be submitted with the concerned Superintendent of Pay and P.F. Unit and acknowledgment in writing giving the date and time be obtained.

11. \_\_\_\_\_ Payments of salaries will reach the respective

*individual accounts of the school employees (Teaching and Non-Teaching staff) by the end of 24<sup>th</sup> August, 2017 in respect of all such Schools which will comply with the aforesaid direction of submission pay bills online and also in the form of hard copy.*

**12.** *The aforesaid interim arrangement may be ordered to be continued for the payment of salaries for the month of August, September and October, 2017.*

- 4) Additional Note is also taken on record and marked "X" for identification.
- 5) The learned counsel appearing for the parties have agreed for this consent arrangement, till further order. We are inclined to record that this statement/Additional Note and the arrangement is to be acted by all the concerned parties and take steps immediately.
- 6) It is made clear that this arrangement is applicable to all the similarly placed teachers without prejudice to the rights and contentions of both parties.
- 7) The parties to act on the authenticated copy of this order, without waiting for certified copy of this order as order is passed in open Court by consent of parties.
- 8) Stand over to 6<sup>th</sup> September, 2017 at 3:00 p.m.

(SMT. BHARATI H.DANGRE,J)

(ANOOP V. MOHTA,J)