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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.5063 OF 2012

City and Industrial Development Corporation (Maharashtra) Limited, having it's office at CIDCO Bhavan, C.B.D. Belapur, New Bombay 400 614 ... **Petitioner**

V/s.

1. Deepak D. Patil
2. Kamalakar D. Mhatre
3. Girish S. Thaku
4. Sunil L. Mahtre
5. Vinod A. Mhatre
6. Sandeep S. Tandel
7. Pritam J. Mhatre
8. Kuldeep E. Mhatre
9. Rajaram M. Mhatre
10. Santosh G. Thakur
11. Sameer B. Mahtre,
12. Pravin G. Thakur
13. Kiran M. Bhoir,
14. Arvind G. Khanavkar
15. Amol R. Dalvi
16. Jogendra Y. Koli
17. Nilesh M. Kadu
18. Ganesh H. Bhoir
19. Devendra J. Mhatre
20. Swapnil R. Patil
21. Bhushan S. Patil
22. Sameer V. Bhoir
23. Nilesh J. Madhavi
24. Gurunath R. Tandel
25. Bhagirath D. Patil

26. Umesh M. Patil
27. Sandeep P. Gaikwad
28. Santosh M. Patil
29. Rakesh D. Koli
30. Rajendra S. Koli
    All having address at
    C.o. Kalamboli Fire Station,
    At & Post Kalamboli,
    Taluka Panvelm District Raigad.

31. **Panvel Municipal Corporation**,
    Swamy Nityanand Road,
    Opp. Gokhale Marriage Hall,
    Old Panvel, Navi Mumbai 410 206

32. **The State of Maharashtra**,
    through Secretary, Urban Development
    Department, Mantralaya, Mumbai **... Respondents**

Mr. G.S. Hegde, Senior Advocate with Ms. P.M. Bhansali i/by D.S.K. Legal for the petitioner-CIDCO.

Ms. Vaishali K. Jagdale with Mr. Yash K. Jagdale for respondent Nos.1 to 30.

Mr. V.P. Vaidya with Mr. Jagdish G. Aradwad (Reddy) & Mr. Abhijit Patil for respondent No.31.

CORAM : AMIT BORKAR, J.

RESERVED ON : NOVEMBER 21, 2025

PRONOUNCED ON : DECEMBER 5, 2025

JUDGMENT:

1. The petitioner has invoked the writ jurisdiction of this Court under Articles 226 and 227 of the Constitution of India. The challenge is to the Judgment and Award passed by the Industrial

Court in Complaint (ULP) No. 249 of 2010. The Industrial Court held that the petitioner committed unfair labour practices under Items 6 and 9 of Schedule IV of the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971. The Court further directed that the complainants be given permanent status and all consequential benefits upon completion of 240 days or from the date of filing of the complaint.

2. The brief facts leading to the present petition are these. The complainants state that they were working in the fire stations of the respondents. They are members of the CIDCO Employees Union. The Union is a registered and recognized union under the MRTU and PULP Act for the office establishment. CIDCO has been constituted under the MRTP Act for development of new towns. Its main objective is the establishment of Navi Mumbai and other new towns in the State. CIDCO employs more than 1000 persons for its activities. The complainants were working in the fire stations at Panvel, Dronagiri and Kalamboli. Complainants 1 to 7 were working as drivers. Complainants 8 to 30 were working as firemen. The drivers were appointed in 2006. The firemen were appointed in February 2009. Initial appointment letters were issued for three months to the drivers and thereafter renewed periodically. The firemen were issued appointment letters for one year.

3. According to the complainants, they were made to work overtime as well as on public holidays. They were not paid double wages for overtime. They were not compensated for work done on public and national holidays. They were denied benefits otherwise

available in law. They claim that they have worked continuously for five years and are project affected persons. They contend that they are entitled to permanency. The Union contends that the respondents employ more than fifty workmen and are governed by the Model Standing Orders. Under the Model Standing Orders, employees are to be categorized as permanent, probationer, temporary, badli or apprentice. The respondents, instead of following this framework, issued contractual or daily wage appointment letters. Each workman had completed more than three months of service. The complainants therefore assert their right to permanency and its benefits. They allege that the respondents committed unfair labour practices under Items 5, 6 and 9 of Schedule IV and seek appropriate reliefs.

4. The respondents filed their written statement and opposed the complaint. They contend that the complaint is not maintainable. According to them, CIDCO is appointed by the Government of Maharashtra as a New Town Planning and Development Authority under Section 113(3) of the MRTP Act. They submit that CIDCO was entrusted with development of new towns. The State Government has constituted the Navi Mumbai Municipal Corporation. Certain nodes such as Airoli, Ghansoli, Koparkhairane, Vashi, Sanpada, Nerul and CBD Belapur now fall under the municipal corporation. CIDCO is required to maintain and manage the developed areas only till they are transferred to the local authority. Fire stations will eventually be handed over to the municipal corporation. The complainants cannot claim regularization from CIDCO in these circumstances. The

respondents further submit that the complainants were appointed on fixed term contracts. Their appointments fall within Section 2(oo)(bb) of the Industrial Disputes Act. They deny commission of any unfair labour practice. The respondents contend that there is no violation of Items 5, 6 or 9 of Schedule IV. There is no discrimination or favoritism. The question of treating the complainants as badlis does not arise because they were appointed on fixed term contracts. The respondents deny the remaining allegations. They state that CIDCO employs more than 1000 employees. The complainants work in the fire stations as drivers and firemen. Their claim that they were working since 2006 or 2009 is denied. Upon expiry of each fixed term, their service ends. Issuance of a fresh appointment order does not create continuity of service. They deny that the complainants have completed 240 days. They submit that although the complainants are project affected persons, they have not completed five years of service. The Government policy allows appointment of project affected persons only up to five percent of sanctioned posts. They deny any unfair labour practice. They pray for dismissal of the complaint.

5. The Industrial Court framed issues and recorded oral evidence. After appreciating the material on record, the Industrial Court allowed the complaint and directed the petitioner to grant permanency to the complainants. The petitioner has therefore approached this Court by way of the present writ petition.

6. Mr. Hegde, learned Senior Advocate appearing for the petitioner, made the following submissions. He submitted that the settled position of law is that regularisation cannot be granted

unless the initial appointment was made on a regular or permanent basis. In the present case, the advertisement dated 16 September 2008 clearly stated that the appointments would be temporary, project based or ad hoc. It further stated that no regularisation or permanency would be granted. The complainants accepted these conditions. He submitted that the respondents were not appointed to any permanent post. They were appointed on regular wage basis, as reflected in their affidavits filed before the Industrial Court. The respondents did not challenge the conditions of the advertisement. They cannot now seek regularisation either in equity or in law. He submitted that the advertisement itself created binding terms which the respondents accepted. On this basis, the issuance of appointment letters by CIDCO completed the contractual relationship. The respondents, having accepted employment with full knowledge of the temporary nature of the posts, cannot now claim regularisation contrary to the agreed terms. He submitted that the law is well settled that employees appointed on ad hoc basis cannot claim regularisation. Reliance was placed on the judgment of the Supreme Court in *Chanchal Goyal (Dr) v State of Rajasthan, (2003) 3 SCC 485*.

7. He submitted that CIDCO is a company incorporated on 17 March 1970 under the Companies Act, 1956. CIDCO is a Government Company under Section 617 of the Act. Under Section 118 of the MRTP Act, CIDCO has been authorised to dispose of land acquired under Section 113A, along with its own land, to the concerned municipal authority for further development. He submitted that CIDCO acts only as a beneficiary of land acquired

by the State through the Land Acquisition process. After acquisition, the land is handed over to CIDCO as a New Town Development Authority under the MRTP Act. CIDCO prepares the development plans. After development, the land and the facilities are required to be handed over to the concerned planning authority. The nature and scope of CIDCO's functions have been explained by this Court in *City and Industrial Development Corporation v Percival Joseph Pareira, 2013 SCC OnLine Bom 408*. He submitted that CIDCO's role is that of an agent. Therefore, CIDCO cannot regularise employees because any developed node or infrastructure has to be transferred in full to the planning authority. CIDCO cannot burden the planning authority with permanent staff. He submitted that once CIDCO hands over the developed plots to the planning authority, the planning authority may not agree to take over the land along with permanent staff. Such a situation creates friction between two instrumentalities of the State. To avoid such complications, CIDCO made it clear in the advertisement that the appointments were temporary, project based or contractual. On this ground alone, the impugned order requires interference. He submitted that the respondents joined service on contractual terms on 3 February 2009. Soon thereafter, they filed the complaint before the Industrial Court on 8 September 2010. Thus, after completing only about one year of service, they sought regularisation. In cross examination, the respondents admitted that they worked for about 220 days from 3 February 2009 till filing of the complaint.

8. He submitted that the conduct of the respondents is relevant because their complaint is based on Entry 6 of Schedule IV of the MRTU and PULP Act. He submitted that reliance on Entry 6 is misplaced for three reasons. First, CIDCO never intended to make them permanent. The advertisement clearly stated that no permanency would be granted. The respondents were fully aware of this. Second, the respondents were not employed for several years within the meaning of the entry. It is admitted that drivers joined in 2006 and firemen in 2009. The complaint was filed soon after. The allegation of mala fide intention is misconceived. Third, Entry 6 requires proof of intention to deprive the workers. CIDCO had no such intention. The inability to regularise arises from administrative necessity and the nature of CIDCO's statutory functions. He submitted that the respondents were fully aware of the temporary nature of their engagement. Their attempt to seek regularisation amounts to seeking a benefit contrary to the agreed terms. Such conduct cannot be encouraged. It results in unjust enrichment and misuse of statutory remedies. He submitted that many eligible candidates may have refrained from applying because the posts were advertised as temporary. Granting permanency to the respondents would be unfair to such persons. He submitted that the impugned order has been passed without proper consideration of law and the material on record. The Industrial Court failed to consider the nature of CIDCO's statutory functions as a New Town Development Authority. The order, therefore, calls for interference and must be set aside.

9. In reply, Ms. Jagdale, learned Advocate for the respondents, submitted that respondents Nos. 1 to 30 were appointed as firemen and drivers between 2005 and 2009 after following the due selection process. CIDCO has never disputed these appointments. These respondents have been working continuously since their initial engagement. They approached the Industrial Court seeking the benefit of permanency. By judgment dated 11 November 2022, the Industrial Court allowed their complaint and granted permanency. CIDCO has challenged the said judgment in the present writ petition. She submitted that during the pendency of these proceedings, CIDCO issued an advertisement on 18 June 2015 to fill the very same posts on a permanent basis. Considering the grievance raised by the respondents, this Court on 12 August 2015 directed CIDCO to keep 30 posts vacant, namely 23 posts of firemen and 7 posts of drivers. These posts have remained vacant ever since. She submitted that in 2017 CIDCO again issued an advertisement and filled several posts on a permanent basis. Those appointed later are still juniors and have not been promoted. The respondents, however, continue to be denied permanency. The Industrial Court has specifically recorded in paragraph 16 that the respondents were subjected to periodic one-day breaks only to deprive them of regular status, although they were performing perennial duties. In paragraph 23, the Industrial Court noted that CIDCO employs more than 1000 workmen and therefore the Model Standing Orders apply. Non-compliance with these mandatory conditions attracts Item 9 of Schedule IV.

10. She submitted that the respondents are presently serving at Ulwe, Dronagiri and Kharghar fire stations. These stations are under CIDCO's control. Ulwe and Dronagiri still fall under Gram Panchayat administration. Constitution of a Municipal Corporation may take years. Until then, CIDCO alone will administer these fire stations. If the present position continues, the respondents will retire without ever receiving permanency. Respondent No. 1 is due to retire on 1 July 2027 and others will follow. To secure justice, permanency must be granted. She relied upon paragraphs 17, 18 and 19 of the judgment of the Supreme Court in *Dharam Singh and Others vs State of Uttar Pradesh and Another, Civil Appeal No. 8558 of 2018 decided on 19 August 2025*. The Supreme Court has discussed the nature of work, ad hoc appointments and sanctioned vacancies. The reasoning directly applies to the present case. She further relied on paragraph 1 of the judgment of the Supreme Court in *Manager, UP Cooperative Bank Limited vs Achchey Lal and Another, Civil Appeal No. 2974 of 2016 decided on 11 September 2025*. The Supreme Court has laid down tests to determine the employer-employee relationship under the Industrial Disputes Act. Applying these tests, the respondents are employees of CIDCO. She submitted that the respondents are already receiving monetary benefits attached to permanency such as pay scale, increments and allowances. The only remaining aspects are conferment of formal permanency, promotional opportunities and compassionate appointment. Grant of permanency will not impose any additional financial burden on CIDCO. On these grounds, and particularly because sanctioned

vacant posts continue to be available and are protected by order of this Court, she prayed that the writ petition be dismissed.

11. Issues for decision

(i) Whether the workmen were engaged on a truly temporary, project specific basis so as to preclude any claim to permanency.

(ii) Whether CIDCO's obligations under Model Standing Orders apply and whether breach of those terms attracts unfair labour practice under Schedule IV.

(iii) Whether the workmen performed perennial duties and whether periodic one-day breaks were engineered to defeat acquisition of regular status.

(iv) Whether CIDCO's statutory role as New Town Development Authority and the eventual transfer of developed assets ousts the workmen's right to regularisation.

(v) Whether the relief of permanency granted by the Industrial Court calls for interference.

<u>Material facts and core evidence:</u>

12. The material placed on record shows certain facts that are not in dispute. The complainants were working as drivers and firemen at the CIDCO fire stations situated at Panvel, Dronagiri, Ulwe and Kharghar. CIDCO had issued an advertisement on 16 September 2008. That advertisement stated that the appointments would be temporary, project based or ad hoc. On the strength of that advertisement, CIDCO issued appointment letters for short

fixed periods. After each period came to an end, CIDCO again issued fresh letters and continued the services of the complainants. This practice went on for several years.

13. The record further shows that CIDCO is a large establishment. It employs more than 1000 persons. Once an establishment crosses the statutory limit, the Model Standing Orders automatically apply. The Industrial Court considered this fact and held that CIDCO was bound to follow the Model Standing Orders. CIDCO has not denied that these Standing Orders are applicable. It has also come on record that the complainants were made to face periodic one-day breaks. These breaks did not affect the nature of work they were doing. Their duties continued without any real pause. The Industrial Court noted these breaks and observed that such breaks were introduced only to show that the workers were not in continuous service. This finding is supported by contemporaneous documents. No material has been shown to suggest any genuine administrative reason for granting a one-day break.

14. Another important circumstance is that CIDCO itself filled certain posts of firemen and drivers on a permanent basis during later recruitments. Despite this, the complainants continued to be kept on short-term extensions. The Industrial Court found this conduct relevant. It reasoned that when CIDCO had permanent work and was willing to appoint some persons permanently, there was no explanation for denying similar treatment to the complainants, who had been continuously discharging the same duties. These facts led the complainants to file a complaint before

the Industrial Court. The Industrial Court examined oral and documentary evidence. It considered the advertisement, the appointment letters, the pay slips, the attendance records and the nature of duties. After evaluating this material, the Industrial Court concluded that the complainants had in fact discharged perennial duties and that the so-called temporary nature of their engagement was a matter of form, not substance. The Court found that CIDCO had committed unfair labour practice by keeping them temporary for years while continuing to take regular work from them. Based on these findings, the Industrial Court directed CIDCO to grant permanency.

Analysis of rival submissions and findings:

Nature of appointment and effect of advertisement

15. CIDCO relies heavily on the advertisement and the appointment letters to say that the complainants were only temporary workers. It is true that the advertisement uses the words temporary, project based or ad hoc. It is also true that the appointment letters repeat the same description. An employer and employee may agree to temporary work. Such a contractual term is relevant. But the Court cannot stop its inquiry there. The Court must see whether, in reality, the work done and the manner in which the employer treated the workers matches that label. What matters is the real nature of the employment. Titles and labels do not decide legal rights. If the evidence shows that the workers were doing regular work needed throughout the year, that they were being paid wages similar to regular workers and that their services were in fact required without any break, then the Court

must consider them as regular workers in substance. The Court must see through the outer label and examine the true character of the employment.

16. The record in this case shows that the complainants were performing essential fire-station duties. Fire-fighting work is not temporary or occasional. It is a continuous requirement. The complainants were working day after day. The nature of duties did not change. Their appointments were renewed again and again. Nothing on record shows that their work was linked to any short-term project. On the contrary, the fire stations continued to operate, and the complainants continued to work in the same posts for years. This continuous and uninterrupted nature of work is credible evidence that the employment was regular in substance. The mere use of the word temporary in the appointment letter cannot defeat rights that arise from the actual working condition. When the employer's conduct shows that the workmen were treated as long-term workers, the Court cannot accept the temporary label at face value.

17. For these reasons, and based on the evidence placed on record, I hold that the description of the posts as temporary is not decisive. The true character of the employment, as shown by the admitted facts, points to permanency in substance.

Applicability of Model Standing Orders and Item 9 of Schedule IV:

18. The evidence on record shows that CIDCO employs more than 1000 workmen. This fact is not disputed by CIDCO. Once an establishment reaches this size, the law automatically applies the

Model Standing Orders to it. These Standing Orders are not optional. They are a set of statutory rules that every large establishment must follow. They specify different categories of employment such as permanent, probationer, temporary, badli and apprentice. They also lay down basic rights and protections that every worker must receive.

19. When an employer is covered by the Model Standing Orders, it must classify its workers correctly and must follow the prescribed procedure while engaging, continuing or discontinuing their employment. These Standing Orders ensure transparency and prevent arbitrary treatment. The employer cannot avoid these obligations by calling the work temporary or contractual in its own documents.

20. The Industrial Court examined the material placed before it. It found that CIDCO had not adopted or followed the required Standing Orders. It also found that CIDCO continued to keep the complainants on repeated short-term extensions without giving them the category and protection that the Standing Orders required. This finding is supported by the documents. The repeated fixed-term appointment letters, the absence of proper categorisation and the use of one-day breaks are all indicators that the Standing Orders were not followed.

21. CIDCO has not produced any credible material to show that it complied with the Standing Orders. CIDCO has only relied on the contractual terms mentioned in its appointment letters. But when a statutory requirement applies, contractual terms cannot

override it. If the law requires the employer to treat workers in a certain manner, the employer cannot escape by drafting its own conditions.

22. The Industrial Court therefore correctly held that CIDCO's conduct amounted to breach of the Model Standing Orders. The failure to follow these mandatory rules attracts Item 9 of Schedule IV of the MRTU and PULP Act, which deals with unfair labour practice relating to violation of prescribed service conditions. Based on the evidence on record, I find no reason to differ from the Industrial Court.

One-day breaks and the question of engineered discontinuity:

23. The Industrial Court examined the attendance records and the appointment documents produced by both sides. Those documents showed a clear pattern. The complainants were given short-term appointment letters. At the end of each term, there was a break of one day, and then a fresh appointment letter was issued. These breaks did not stop the actual work. The complainants continued to perform the same duties before the break and after the break. Their responsibilities at the fire stations did not change.

24. The question before the Court was why these one-day breaks were being given. CIDCO did not place any credible explanation on record. There was no material to show that these breaks were due to any operational need, shortage of work, or closure of the establishment. The only effect of these one-day breaks was that the complainants could not show uninterrupted continuous service for the purpose of claiming permanency or other legal benefits.

25. When the Court considers the totality of facts, the only reasonable inference is that these one-day breaks were introduced to break continuity and to prevent the workers from acquiring the status that would normally follow from continuous service. This inference is supported by (i) repeated renewal of the same work, (ii) continuation of duties without any actual interruption and (iii) absence of any administrative record justifying such breaks.

26. The complainants themselves stated in cross-examination that they worked throughout the year, except for the single day that CIDCO required them to remain absent before the next appointment. Their evidence matches the documentary record. The Industrial Court accepted this because no contrary material was produced by CIDCO.

27. Law does not permit an employer to use artificial or mechanical breaks to defeat the rights of workmen. Courts have consistently held that such practices amount to unfair labour practice when the intent is to deprive workers of legal protection. A break may be genuine if work actually stops. But here the evidence shows that the work never stopped. Only the paperwork stopped.

28. Therefore, based on credible material, I find that the Industrial Court was justified in concluding that these one-day breaks were introduced only to avoid granting regular status. This conduct supports the case of the workmen and must be taken into account while deciding their claim for permanency.

Length and continuity of service:

29. CIDCO argues that the workmen cannot claim permanency because their service was broken into short fragments. According to CIDCO, these short appointments show that the workmen did not complete the number of days required under labour law to claim continuous service. On the face of the appointment letters, this may appear correct. Each letter shows a fixed term. Each term ends. A new term begins. But the Court must examine the real facts behind these documents.

30. When the attendance records, wage slips and oral evidence are examined together, a different picture emerges. Some records show that the drivers were working since 2006 and the firemen since 2009. These dates are not CIDCO's own versions. They come from documents filed during the proceedings. During cross-examination, the complainants admitted the periods they had worked, and those periods match the documentary evidence to a large extent.

31. It is true that the documents are not uniform. Some appointment letters show short terms. Some attendance sheets show continuous presence. But where the evidence is mixed, the Court must look at the core issue. The core issue is whether the work was uninterrupted in substance and whether the workers were continuously needed by CIDCO.

32. The Industrial Court appreciated this position. It accepted that the employment was continuous in a cumulative sense. In other words, even if the employer issued several short letters, the

actual working relationship did not stop. The complainants were reporting for duty regularly. CIDCO continued to assign them fire-fighting work, which is regular work and not seasonal or casual. This sustained performance is a strong indicator that the employment was permanent in substance.

33. Another important factor is that CIDCO paid the complainants wages, increments and certain allowances that normally attach to regular employees. These payments were not made once or twice. They were made consistently over a long period. This conduct is relevant because an employer does not grant increments and allowances unless it treats the worker as part of the regular workforce. This evidence supports the conclusion that, despite the temporary tag, the workers were treated as long-term employees.

34. Therefore, taking the documentary and oral evidence together, I find that the complainants were in continuous service in substance. Their duties were perennial. CIDCO depended on their services day after day. In such circumstances, the protection of the Model Standing Orders squarely applies. The unfair labour practice provisions under Schedule IV can also be invoked when an employer deliberately avoids recognising continuous service despite the reality reflected in its own records.

35. Based on credible evidence, I uphold the finding that the complainants rendered continuous and perennial work sufficient to justify the claim for permanency.

Reliance on authority that ad-hoc appointments do not confer permanency:

36. CIDCO relies on certain judgments to argue that ad-hoc or temporary appointments cannot be converted into permanent ones. This legal principle is correct. Courts have held that a person who is appointed purely on an ad-hoc basis does not automatically become a permanent employee. However, this rule cannot be applied blindly in every situation. Each case must be examined on its own facts.

37. The key question is this. Even if the employer first called the job temporary, did the nature and practice of the employment later become permanent in reality. Courts look at the true facts. If the employer keeps taking continuous work from the employee, keeps renewing the appointment again and again, keeps paying wages and increments, and keeps assigning essential duties year after year, then the Court may conclude that the job is permanent in substance. Labels cannot defeat the truth that emerges from the evidence.

38. Here, the record clearly shows that the complainants were performing essential fire-fighting duties that are required throughout the year. These duties did not start or end with a project. They were not occasional or seasonal. CIDCO renewed the appointments repeatedly. Each renewal created continuity. The fire stations continued to function with the help of these workmen. The wage slips show that they were paid like regular employees. All of this indicates that the employment became permanent in

substance, even though CIDCO continued to call it temporary.

39. The Supreme Court authorities relied upon by CIDCO cannot help them in this case because those authorities deal with situations where the employment itself was of short-term nature or linked to a limited project. Here, CIDCO's own records show that the work was continuous, essential and long-term. Therefore, the principle that ad-hoc workers cannot claim permanency does not defeat the workers' claim in these facts.

40. On a careful reading of the evidence, the only reasonable view is that the complainants were treated, in practice, as regular employees. Hence, CIDCO's reliance on the general rule about ad-hoc appointments does not undermine the workers' claim for permanency in the present case.

CIDCO's statutory role and the argument of eventual transfer to local authority:

41. CIDCO argues that its role is limited. It says that it does not function like a regular municipal body or a permanent employer. Its submission is that it receives land from the State Government after the land is acquired through the land acquisition process. This land is handed over to CIDCO because the MRTP Act designates CIDCO as the New Town Development Authority for Navi Mumbai and other areas. CIDCO's work is to prepare development plans, create basic infrastructure and develop the area to a certain stage. Once this development work is completed, CIDCO must hand over the developed land, facilities and civic services to the concerned planning authority, such as a Municipal

Corporation.

42. This argument is based on CIDCO's statutory functions. There is no dispute that CIDCO performs these duties. The documents on record, including CIDCO's own affidavits, show that CIDCO's mandate is to undertake development and then transfer the completed project to the appropriate local authority.

43. However, this argument raises a further legal question. Even if CIDCO is not a permanent civic body, it still remains the employer of the complainants during the entire period in which it controls and operates the fire stations. The law requires an employer to comply with labour legislation while the employer-employee relationship exists. CIDCO cannot avoid its obligations on the ground that the land or the facility may be transferred at a later date.

44. The material shows that Ulwe and Dronagiri are still under Gram Panchayat administration and that formation of a Municipal Corporation may take many years. During all these years, CIDCO continues to operate and control these fire stations. Therefore, CIDCO continues to be the employer of these workmen in fact and in law.

45. The Court must decide rights based on the present and proven circumstances. The real fact supported by evidence is that CIDCO has been taking work from these employees for many years. CIDCO controls their service conditions. CIDCO pays their wages. CIDCO supervises their duties. These are the indicators of an employer-employee relationship in the legal sense.

46. Therefore, while CIDCO's general statutory role is acknowledged, it cannot be used as a defence to deny lawful service rights of workmen who have been continuously working under its control. The possibility of a future transfer does not wipe out an employer's present legal duties owed to its employees.

Equity, fairness and competing claims of other aspirants:

47. CIDCO argues that regularising these respondents will be unfair to others who refrained from applying because the posts were advertised temporary. Loss of opportunity to some cannot justify wrongful denial of rights to those who performed the service. Equity does not permit a wrong to be perpetuated because others acted on different information. If injustice occurred to other applicants, remedies may lie in separate proceedings. That potential inequity cannot bar correction of illegality or remedy of unfair labour practice found on record.

Monetary burden and practical consequences:

48. CIDCO contends that regularisation will impose burden. The record shows that the respondents already receive monetary benefits consistent with permanency such as pay, increments and allowances. The remaining reliefs are formal status, promotion and compassionate appointments. The additional monetary burden, if any, appears limited. Practical consequences do not outweigh legal obligations where unfair labour practice has been held out on record.

Conclusion and orders:

49. The Industrial Court's findings are well-founded on evidence. The Court correctly applied the test of substance over form. CIDCO's defence based on the advertisement and temporary label does not prevail on the admitted facts. CIDCO's statutory function and the possibility of future transfer do not justify denial of legal and statutory rights during the period it remained the employer in control.

50. I, therefore, decline to interfere with the Industrial Court's Judgment and Award dated 11 November 2022. The petitioner must implement the Industrial Court's directions within 12 weeks from today.

51. The writ petition stands disposed of in above terms. No costs.

(AMIT BORKAR, J.)