

**FARAD CONTINUATION SHEET No.**  
**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**NAGPUR BENCH AT NAGPUR**

**WRIT PETITION NO. 1097/2015**

(MOHD. KHALID MAMAL ANSARI **VERSUS** MUNICIPAL COUNCIL, KAMPTEE & OTHERS)

-----  
Office Notes, Office Memoranda of Coram,  
appearances, Court's orders of directions  
and Registrar's orders  
-----

Court's or Judge's orders

-----  
Shri Alok Daga, counsel for the petitioner.  
Shri A.M. Quazi, counsel for the R-1 to 3.  
Shri D.M. Kale, A.G.P. for the R-4 to 6.  
Shri A.M. Bhiwagade, counsel for the R-7 & 8.

**CORAM : SMT. VASANTI A. NAIK AND**  
**A.I.S. CHEEMA, JJ.**

**DATE : AUGUST 31, 2015.**

By this petition, the petitioner challenges the advertisement as also the allotment of the contract to collect the taxes and cess to the respondent nos.7 and 8 in respect of the daily market and the slaughter house.

The respondents have raised a preliminary objection to the tenability of the writ petition at the behest of the petitioner. It is stated that the petitioner was awarded the contract for collection of the taxes and cess for the slaughter house and daily market during the previous year. It is stated that the lease amount has not been paid by the petitioner to the Municipal Council and the petitioner cannot challenge the auction for the subsequent year when the petitioner has defaulted in paying the lease amount for the period for which the contract was granted to the petitioner. It is stated that the petitioner had indeed issued a cheque to the Municipal Council for payment of lease money but, the bank was subsequently asked to stop the payment, with the result that the lease money for the contract for the year 2014-15 is not paid to the Municipal Council by the petitioner.

Despite the statement made on behalf of the Municipal Council to the aforesaid effect in the affidavit-in-reply, the petitioner has not filed a rejoinder. The learned counsel for the petitioner states that the respondent-Municipal Council has not produced the letter of the petitioner asking the Bank to stop the payment. The counsel for the petitioner has also not sought time to make a statement in regard to the payment of lease money or for filing a rejoinder. The counsel for the petitioner has not disputed the statement of the Municipal Council.

In the circumstances stated hereinabove, the writ petition cannot be entertained at the behest of the petitioner, as rightly submitted by the respondents. The jurisdiction under Article 226 of the Constitution of India is discretionary and the same cannot be invoked in favour of the petitioner who has not approached to the Court with clean hands.

In the result, the writ petition fails and is dismissed with no order as to costs.

**JUDGE**

**JUDGE**

APTE