

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR

WRIT PETITION NO. 5356/2014

(Narayan s/o Laxmanrao Thokalwar vs. Sarpanch, Gram Panchayat, Village Maddikunta & another)

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

Court's or Judge's order

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Mr. S I Jagirdar, Advocate for petitioner
Mr. H.A.Deshpande, Advocate for Respondents 1 and 2

CORAM : SMT. VASANTI A. NAIK &
A.M. BADAR, JJ.

DATED : 22nd April, 2015.

Heard.

By this Petition, the petitioner challenges the allotment of the fishing rights in the Tank at village Maddikunta, in favour of the respondent no.3, in pursuance of the auction conducted on 20.8.2014.

According to the petitioner, who claims to be the President of a society To which the contract of fishing was granted for the year 2013-14, has challenged the allotment of the fishing rights in favour of the respondent no.3, in pursuance of the auction, dated 20.08.2014. It is the case of the petitioner that initially the fishing rights of the Tank in question were given to the Society, of which the petitioner is a President, however though it is necessary to grant the contract to fishing Societies, the respondent nos. 1 and 2 have granted the fishing contract in favour of a private

person, by holding an auction. It is stated in paragraph no.10 of the Petition that the petitioner was not granted an opportunity to participate in the auction conducted on 20.8.2014. It is stated that the Tank has been allotted to the respondent no.3 in breach of the policy in the Government Resolutions, issued in 2001 and 2002.

It is stated on behalf of the respondent nos. 1 and 2 that the petitioner has not approached this Court with clean hands. It is stated that the Petition is not filed by the Society to which the contract was granted earlier. It is stated that the petitioner has filed the Writ Petition in his personal capacity and the same is not filed by the Society, of which the petitioner is a President. Also, it is stated that the son of the petitioner had participated in the auction conducted on 20.8.2014. It is stated that only as per the policy of the Government, the auction was conducted and the same cannot be challenged. Also, it is stated that the contract was granted in favour of the Society, of which the petitioner is the President, for a paltry sum of Rs.11,000/- in the previous year whereas, in view of the action, the respondent nos. 1 and 2 were able to fetch a sum of Rs. 47,800/- towards lease money. It is lastly stated that the allotment made in favour of the respondent no.3 would expire by the end of May, 2015.

On hearing the learned counsel for the parties, it appears that the relief sought by the petitioner cannot be granted and the contract executed by the respondent nos. 1 and 2 in favour of respondent no.3 cannot be cancelled. Most of the term of the contract has expired and only one month

of the term remains. Moreover, the Petition is not filed by a Society, though it is the case of the petitioner that the contract could have been granted only in favour of the Societies and not private persons. Also, it is surprising that the son of the petitioner had participated in the said auction and when the contract was not allotted in favour of the son of the petitioner and was allotted to the respondent no.3, the Petition is filed. In the circumstances of the case, we are not inclined to interfere in this Writ Petition, in exercise of the writ jurisdiction, especially when the contract is about to expire within one month.

In view of the aforesaid the Writ Petition is dismissed, with no order as to costs.

JUDGE

JUDGE

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