

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

WRIT PETITION NO. 978 OF 2016

Adiwasi Janjagruti Bhahuuddeshiya Shikshan Sanstha, Kurud, thr.its Secretary

-vs-

State of Maharashtra, thr.its Secretary, Tourism and Cultural Deptt. and another

Office notes, Office Memoranda of
Coram, appearances, Court's orders
or directions and Registrar's orders.

Court's or Judge's Orders.

Mr.A.Z.Jibhkate, counsel for the petitioner.
Mr.H.D.Dubey, AGP for the respondent Nos.1 and 2.

CORAM : SMT. VASANTI A. NAIK &
V. M. DESHPANDE, JJ.

DATE : 31.03.2016.

By this writ petition, the petitioner seeks a direction to the respondents to abide by their commitment and pay the amount of Rs.5,00,000/- to the petitioner towards the cultural programme of Tourism Mahotsav, organized and performed by the petitioner on 14th, 15th and 16th December, 2014 at Bhendala, Tahsil Chamorshi, District Gadchiroli.

It is the case of the petitioner that though the petitioner has organized and performed the programme of Tourism Mahotsav as per the agreement between the petitioner and the respondents, the respondents have not released the amount of Rs.5,00,000/- that is due and payable to the petitioner for holding the programme of Tourism Mahotsav.

On the other hand, it is submitted on behalf of the respondents that the amount of Rs.5,00,000/- is not released in favour of the petitioner, as the petitioner has violated the terms and conditions of the agreement. It is stated that the petitioner did not organize and perform the programme after due consultation with the Collector. It is submitted that though the programme was required to be conducted at Markanda, the petitioner performed the same at

Bhendala. It is stated that since the programme is not conducted in accordance with the agreement between the parties, the petitioner is not entitled to the relief.

We are not inclined to entertain and decide the disputed questions of facts that arise for consideration in this writ petition. By this petition, the petitioner is seeking the recovery of an amount of Rs.5,00,000/- towards the performance of the Tourism Mahotsav by the petitioner. The respondents have come out with a clear case of breach of the conditions of the agreement by the petitioner while performing the Tourism Mahotsav. In the circumstances of the case, it would not be proper to decide the issues involved in this writ petition, in exercise of the writ jurisdiction.

Hence we dismiss the writ petition with no order as to costs. The points raised in the petition are kept open.

JUDGE

JUDGE