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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO. 8800 OF 2017

M/s. Yashasree Enterprises

on its behalf

Shri Ashwinkumar D. Manve

...Petitioner

Vs.

Solapur Municipal Corporation & Anr.

...Respondents

Mr. A.V. Anturkar, Senior Advocate a/w. Mr. Prathamesh Bargude

i/b. Mr. Amol Gatne, Advocate for the Petitioner

Mr. M.P. Rao, Senior Advocate and Mr. D.K. Dhanure, Advocate for
the Respondent Nos. 1 & 2

CORAM : B.R.GAVAI &

M.S. KARNIK, JJ.

DATED: 24TH AUGUST, 2017

P.C.:

1. The Petitioner has approached this Court being aggrieved by the order dated 30th June 2017 by which the Municipal Commissioner has terminated the contract of Solid Waste Management allotted to the Petitioner.
2. Shri Anturkar, learned Senior Counsel appearing on behalf of the Petitioner submit that in view of Section 73 of the Maharashtra Municipal Corporation Act, 1949 since the

contract value is of the amount of more than Rs.25,00,000/- the same could not have been terminated without prior sanction of the Standing Committee. Shri Anturkar relies on Section 73 (c) & (e) of the said Act in support of this proposition.

3. Shri Anturkar further submits that the agreement itself provides that if there is a dispute between the parties, the said dispute is required to be referred to the Dispute Redressal Committee consisting of various authorities of Corporation. He therefore submit that the Commissioner of the Corporation could not have unilaterally usurped the powers of the Committee.

4. Shri Anturkar further submits that the action of the Municipal Commissioner in drastically reducing the amount agreed under the contract for the work done is also not sustainable in law.

5. The perusal of the Petition would reveal that the

Petition basically challenges the termination of the contract and also seeks damages for illegal termination of the contract.

6. No doubt that the Respondent Corporation being state within the meaning of Article 226 of the Constitution of India is required to be considered fairly and not arbitrarily. Further no doubt that as held by the Apex Court, this Court would also be empowered to interfere in contractual matters.

7. However the law is well settled right from the judgment of the Apex Court in the case of **M/s. Radhakrishna Agarwal & Ors. Vs. State of Bihar & Ors.** reported in AIR 1977 SC 1496 that the Court would be slow in interfering in the contractual matters. In the present case it would be seen that there are various disputed, questions of facts involved. Serious allegations are made against the Petitioner while executing the contract, the same however, are disputed by the Petitioner.

8. In that view of the matter we find that for adjudicating

the claim of the Petitioner we have to enter into the disputed questions of facts and law which in our considered view would not be appropriate while exercising writ jurisdiction.

9. Needless to state that the Petitioner can very well raise his claim before an appropriate remedy available to him. The Petition is rejected.

(M.S. KARNIK, J.)

(B.R.GAVAI, J.)