

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

WRIT PETITION NO.10500 OF 2015

M/s. Watergrace Products ... Petitioner.

Versus

The State of Maharashtra
and others ... Respondents.

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Mr. Rompal Singh Kohli a/w Ms. Niharika S. Waradkar and Ms.
Shetal Thakur for the Petitioner.

Mr. N.C. Walimbe, AGP for Respondent No. 1.

Mr. Girish R. Agrawal for Respondent No. 2.

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***CORAM : Smt. Vasanti A Naik &
Riyaz I. Chagla, JJ.***

DATE : 13th November, 2017.

PC. :

By this writ petition, the petitioner seeks a declaration that the rejection of the bid/proposal of the petitioner in respect of the tender notice pertaining to the solid waste management and city sanitation, Sinnar vide resolution No.964 dated 20.08.2015 annexed at exhibit 'G' is arbitrary and unlawful.

When this writ petition was came up for admission on 26.10.2015, by way of ad-interim relief we had directed the respondent-Municipal Council not to take any further steps for issuing the fresh tender in respect of the subject matter of the

tender notice. The said interim relief is operating against the Municipal Council till date.

It is stated on behalf of the Municipal Council that due to the interim relief the Municipal Council is suffering huge losses. Hence, by an affidavit dated 13.04.2017, it is brought to the notice of this Court that by the resolution dated 07.03.2017 the Municipal Council has decided to permit the petitioner to continue the work for the remaining period in pursuance of his bid for solid waste management and city sanitation for Sinnar, at the rates that were quoted by him in the bid. It is stated that the Municipal Council has resolved that if the petitioner would not accept the contract for the remaining period at the rates quoted in the bid, the Municipal Council would be free to issue a fresh tender.

The learned counsel for the petitioner states that the writ petition could be disposed of in pursuance of the statements made in the affidavit of the Municipal Council, dated 13.04.2017. It is stated that if the petitioner agrees to accept the contract for the remaining period at the rates mentioned in the final bid, the contract could be awarded to the petitioner or else a fresh tender could be floated. The learned counsel for the petitioner states that the respondent Municipal Council may be directed to pay some amount to the petitioner towards damages/compensation

Since the Municipal Council agrees to issue a work order for solid waste management and city sanitation for Sinnar at the same rates that were mentioned in the bid submitted by the petitioner, the grievance of the petitioner should stand redressed. It is

needless to mention that if the petitioner refuses to accept the work order in respect of the work referred to herein above at the rates quoted in the financial bid, the Municipal Council would be entitled to float a fresh tender. In the absence of any evidence whatsoever, no directions could be issued against the Municipal Council in exercise of the writ jurisdiction to pay damages/compensation, more so when the Municipal Council has agreed to award the contract to the petitioner due to the losses suffered by it. If the petitioner so desires, the petitioner is free to take up appropriate proceedings, as are permissible in law.

With the aforesaid observations and directions, the writ petition stands disposed of with no order as to costs.

(Riyaz I. Chagla J)

(Smt. Vasanti A Naik, J)