

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**ORDINARY ORIGINAL CIVIL JURISDICTION****WRIT PETITION NO. 51 OF 2017**

M/s. Paresh Construction

... Petitioner

Versus

The State of Maharashtra and Ors.

... Respondents

Mr. S. Mathew I/by Mr. Amit Kasbe for the petitioner.

**CORAM : SHANTANU KEMKAR &
G.S. KULKARNI, JJ.
NOVEMBER 07, 2017**

P.C.:

Petitioner's contract was terminated in the year 2012 and thereafter the impugned action of forfeiting the earnest money deposited by the petitioner has been taken on 5.8.2016. Challenging the same, the petitioner has approached this court by way of this petition filed under Article 226 of the Constitution of India.

2. We find that in the year 2012 itself, the petitioner's contract was terminated which order has not been challenged by the petitioner as yet. In the circumstances, the encashment of the bank guarantee is a consequent action on termination of the petitioner's contract. Even otherwise, this is the money claim which cannot be entertained by way of this petition. In the

circumstances, petition fails and the same is dismissed.

(G.S.KULKARNI, J.)

(SHANTANU S. KEMKAR, J.)