

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**BENCH AT AURANGABAD****WRIT PETITION NO. 2708 OF 2006**

Adarsha Mahila Audhagic Sahakari Sanstha Ltd.,
Bhusawal, Through Its Director,
Mrs. Trishala Ramesh Jain

.. Petitioner

Versus

Union of India and others

.. Respondents

Shri. R. L. Kute, Advocate h/f Shri. R. N. Dhorde, Senior Advocate for
Petitioner.

Shri. S. B. Deshpande, A.S.G. for Respondent No. 1.

Shri. S. K. Tambe, A.G.P. for Respondent No. 2.

**CORAM : S.V. GANGAPURWALA AND
S. M. GAVHANE, JJ.**

DATED : 29th September, 2018

PER COURT:

. We have heard Mr. Kute, the learned advocate for the petitioner.
The learned advocate submits that the notification impugned in the
present writ petition would cause environmental hazards. It would not be
appropriate to continue the said notification. There is no need of for

restricting the excavation of top soil for manufacturing of bricks. According to the learned counsel the Respondent Nos. 4 and 5 violated the provision of the Constitution, the act and the rules. There is a denial for the use or lifting of fly ash by private individual or society located within the prescribed limit of Bhusawal Thermal Power Station (BTPS). The building and construction activities and the other connected activities within the area of 100 Kilometer of BTPS would not be in consonance with the directives issued by the Central Government. The petitioner is a Co-operative Society and can deal with a fly ash by supplying the same from BTPS to builders and construction agencies. The award of contract or agreement by BTPS with Respondent No. 6 is illegal.

2. We have also heard the learned counsel for the respondents.

3. It would appear that the notification is dated 14.09.1999 and the letter awarding contract in favour of M/s. Orient Cement is dated 14.01.2005. The scope of the project was erection, installation and commissioning the fly ash collection and disposal plant. The Orient Cement was supposed to achieve the minimum fly ash utilisation leveled commitments within a period of ten years. The agreement was for initial period of eleven years and eleven months from the date of achievement.

The said period is already over. If there is any renewal, the petitioner may agitate in respect of the same.

4. Considering the above, as the period of contract is over, the decision on merits would be only academic. In view of that writ petition is disposed of. Rule is discharged

[S. M. GAVHANE, J.]

[S. V. GANGAPURWALA, J.]

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