

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION NO. 379 OF 2015

The Lok Prakashan Limited
versus

..Petitioner

The Brihan Mumbai
Electric Supply & Transport
Undertaking and anr.

..Respondents

Mr. Mukesh Gupta i/b M/s. Solicis Lex for the Petitioner.

Mr. Aseem Naphade a/w. Ms Kavita Anchan i/b M.V. Kini & Co. for
Respondent No.1.

CORAM: S. C. DHARMADHIKARI &
SMT. BHARATI HARISH DANGRE, JJ.
DATE : 30TH JANUARY, 2018.

P. C. :

1] Having heard both the sides and finding that the dispute is whether in terms of tender conditions the earnest money deposit of Rs.70 lakhs has been rightly forfeited or after a concluded contract is arrived at the altered terms and changed/alterd terms and conditions cannot be thrust on the petitioner and if the petitioner refuses, his earnest money cannot be forfeited. It is impossible to resolve this dispute in writ jurisdiction. It is a contractual dispute and remedies are available under the General Law to the petitioner. All the more when the respondents are not admitting that the forfeiture is contrary to the terms and conditions of the contract.

2] In the circumstances, the writ petition is disposed of with liberty to the petitioner to avail of all the remedies under the General Law, including bringing a suit in a competent civil court.

(SMT. BHARATI H. DANGRE, J.)

(S. C. DHARMADHIKARI, J.)