

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 11299 OF 2018

Tammana Mahila Bachat Gat, Vashi

Through its President

.. **Petitioner**

Versus

The State of Maharashtra and others .. **Respondents**

Mr. Balbhim R. Kedar, Advocate for the Petitioner.
Mr. S. G. Karlekar, A.G.P. for Respondent Nos. 1
and 2.

Respondent No. 3 – served.

WITH

WRIT PETITION NO. 11300 OF 2018

Yogeshwari Dev Mahila Bachat Gat, Osmanabad

Through its President

.. **Petitioner**

Versus

The State of Maharashtra and others .. **Respondents**

Mr. Balbhim R. Kedar, Advocate for the Petitioner.
Mr. S. G. Karlekar, A.G.P. for Respondent Nos. 1
and 2.

Respondent No. 3 – served.

CORAM: S. V. GANGAPURWALA &
A. M. DHAVALA, JJ.

DATE: 16th JANUARY, 2019

PER COURT :

1. Mr. Kedar, learned counsel for the
petitioners submits that the contract of these

petitioners in these cases is terminated. The learned counsel submits that the contract was for a period of three years. The learned counsel submits that on many occasions, the petitioners had to purchase wheat from open market. The respondents under the agreement had assured to supply wheat at Rs. 2 per K.G. On many occasions the same was not supplied. The petitioners had to purchase the same from open market to meet the demands so as to supply the take home ration. The respondents are not paying the said amount. Even the Zilla Parishad had recommended for the same. The respondents be directed to pay the amount of difference or to supply the said quantity of wheat to the petitioners. The rates were fixed by the respondents considering the wheat to be supplied to the petitioners at Rs. 2 per K.G. If the wheat is to be taken from open market, the price of take home ration would rise. The respondents cannot contend otherwise.

2. Mr. Karlekar, learned Assistant Government Pleader submits that at no material point of time respondents had assured to supply wheat to the petitioners. Agreement only states that wheat can be made available at Rs. 2 per K.G., however, the same would be subject to the availability. There is no clause in the agreement that the respondents would supply wheat to the petitioners or that if the petitioners are required to purchase wheat from the open market the respondents would reimburse or pay the difference of the price.

3. In matters of contract, the parties would be governed by the terms of the contract. Reading the clauses in the manner other than the covenants in the contract would tantamount to re-writing the terms of the contract, which is not permissible. We have gone through the agreement placed on record. From the agreement it nowhere transpires that if the petitioners in certain exigencies are required to purchase wheat from open market the State would pay the difference of the amount or

would reimburse the wheat to the petitioners. On the contrary, in the agreement the petitioners have undertaken that the subsidised wheat given to them will be used for the take home ration only, and, if required, they would also purchase from the open market and deliver take home ration.

4. In absence of any clause entitling the petitioners for difference of the amount of the wheat required to be purchased from the market or for reimbursement of the wheat purchased from the open market, it will not be possible for this Court to pass orders in favour of the petitioners.

5. The writ petitions, as such, are disposed of.
No costs.

[A. M. DHAVAL, J.] [S. V. GANGAPURWALA, J.]

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