

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

923 WRIT PETITION NO.12108 OF 2019

HOTEL YOGRAJ THROUGH ITS PROPRIETOR
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS

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Mr. A.G. Ambetkar, Advocate for the petitioner.
Mr. P.G. Borade, A.G.P. for respondent / State.

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CORAM : S.V. GANGAPURWALA &
AVINASH G. GHAROTE, JJ.

DATE : 19th December 2019.

PER COURT :-

. We have heard Mr. Ambetkar, learned Advocate for the petitioner. According to learned Counsel, the District Planning Officer communicated to respondent No.3 that the petitioner is allowed Bhakta Niwas, two V.I.P. suits, 20 general hall, canteen for the period of three years i.e. from 01.01.2014 to 31.12.2016. Only the petitioner participated in the tender process. Thereafter on 28.09.2018 fresh tender was opened. The petitioner is successful bidder. As per the tender, the petitioner is ready to pay Rs. 4,01,000/- rent per annum, but the respondents did not proceed further with the tender process. The respondents be directed to proceed further.

2. Learned A.G.P. on instructions submits that tender in question has been disbanded and fresh tender process would be initiated.

3. According to the respondents, expected minimum amount is not received, the decision is taken to cancel the tender process and take up fresh tender process after January 2020.

4. No concluded contract exists for the petitioner to claim any vested right. As the concluded contract never existed, the petitioner cannot seek direction against the respondents. The respondents in their wisdom have decided to cancel the tender process and take up fresh tender process. The petitioner certainly would be entitled to participate in the fresh tender process, as may be permissible.

5. The petition is disposed of. No costs.

(AVINASH G. GHAROTE, J.)

(S.V. GANGAPURWALA, J.)