

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.4589 OF 2019

Sanjeev Nagwekar

Sole proprietor of M/s. Image Advertising
and Marketing

.... Petitioner

Vs.

Kulgaon Badlapur Nagar Parishad

.... Respondent

Mr. Mutahhar Khan i/by Mr. Rajesh O. Gupta for
the Petitioner.

Mr. N.R. Bubna for the Respondent.

CORAM: S.C. DHARMADHIKARI &
B.P. COLABAWALLA, JJ.

DATE : APRIL 09, 2019

P.C:

1. Mentioned. Not on board. Taken up on production board as urgency was made out.

2. This writ petition under Article 226 of the Constitution of India challenges, according to the petitioner, a notice by which the petitioner has been directed to remove the hoarding structures erected pursuant to a contract with the

Chief Officer of the Kulgaon Badlapur Nagar Parishad.

3. This agreement, for three years, contains mutual terms and conditions which had to be abided by and, according to the Nagar Parishad, having issued several reminders to abide by the same and make timely payments, the petitioner has failed to do so. Thus alleging a breach of this solemn agreement, the Municipal Council has decided to terminate the contract and has directed the petitioner to remove all these hoarding structures.

4. Upon such a petition and arising out of a pure contractual arrangement, we were disinclined to exercise our writ jurisdiction. On taking instructions from the representative of the petitioner present in Court, the counsel prays that the petitioner will not challenge the action of the Municipal Council either of terminating the contract or directing it to remove the hoarding structures. All that the petitioner prays is that, having entered into third party arrangements and displaying advertisements of these third parties, some time be given to remove the structures and to comply with the notice.

5. In the light of these statements made, we grant to the petitioner fifteen (15) days' time from today to remove the hoarding structures and the advertisements. No equities will be created by this arrangement as the petitioner undertakes that the removal will be at the cost, charges and expenses of the petitioner. The petitioner will not make any claim in relation to the contractual arrangement or the demand raised by the Municipal Council.

6. We dispose of this writ petition on the undertaking of the petitioner, as recorded above. We grant fifteen (15) days' time to remove the hoarding structures and the advertisements displayed thereon. In the event all the structures or some of them are not removed within 15 days, the Municipal Council can cause their removal and our order and direction does not foreclose the remedies of the Municipal Council.

(B.P. COLABAWALLA, J.)

(S.C. DHARMADHIKARI, J.)