

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO. 6824 OF 2020

Gurukrupa Laundry, Shirdi,
Through its Proprietor
Ganesh Dattatraya Aghade

.. Petitioner

Versus

Shri Sai Baba Sansthan Vishwasta
Vyavastha, Shirdi, Through its
Chief Executive Officer

.. Respondent

Mr. Shaikh Mazhar A. Jahagirdar, Advocate for the Petitioner.

**CORAM : S. V. GANGAPURWALA &
SHRIKANT D. KULKARNI, JJ.**

DATED : 07th OCTOBER, 2020.

PER COURT:-

. Mr. Shaikh, the learned counsel for the petitioner submits that the petitioner was given contract for the work of washing, cleaning and drying of various clothes by the respondent. The term of contract was for a period between 01.09.2019 to 31.08.2020. Now the fresh tender is issued by the respondent. Due to lockdown the work of the petitioner was stalled after March 2020. The petitioner had applied to the respondent for extension of contract, but respondent has issued fresh tender. In the fresh tender the clause is inserted that the work order would be issued only after the establishment starts functioning. The

petitioner was also seeking the same relief from the respondent. The learned counsel for the petitioner submits that the petitioner has participated in the fresh tender process.

2. We would not re-write the terms of the contract. The terms of the contract are specific to the effect that the petitioner would not get the right to seek extension of the period of contract. The respondent has already floated the fresh tender and has invited bids on or before 07.09.2020. The said process is under way.

3. The petitioner cannot on one hand participate in the fresh tender process and then seek extension of old contract. Both cannot run hand in hand.

4. In the light of the above, no case for interference is made out. Writ petition is disposed of. No costs.

(SHRIKANT D. KULKARNI)
JUDGE

(S. V. GANGAPURWALA)
JUDGE

P.S.B.