

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

109 WRIT PETITION NO.13628 OF 2019  
WITH CIVIL APPLICATION NO. 14635/2019  
IN WP/13628/2019

M/S REAL SECURITY SERVICES I PRIVATE LIMITED  
THROUGH MANAGING DIRECTOR  
VERSUS  
MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LIMITED  
AND OTHERS

...  
Advocate for Petitioner : Mr Deshmukh Rajendra S. Senior Advocate i/by  
Mr Indraneel Godsay  
AGP for Respondents State: Mr P S Patil  
Advocate for Respondent No.1 : Mr S V. Adwant  
Advocate for Respondent No.2 : Mr. Vijay B Patil

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

DATE : 24<sup>th</sup> February, 2020

**ORDER:**

1. Mr Deshmukh, learned Senior Advocate for the petitioner submits that pursuant to the tender notice of the respondent No.1, the petitioner participated in the tender process and was allotted work order of providing Security Guards and Supervisor. Agreement was also executed between the parties. Validity of the work order is for a period of one year or until exhausting of the order amount, whichever is earlier. The value of work order is Rs.2,48,18,803/-.

2. Mr Deshmukh, learned Advocate further submits that petitioner has already provided 131 security guards and they are working with the respondent. Under the impugned communication, some of the security guards employed by the petitioner are directed to be removed and services of the security guards employed at Divisional Offices and Sub Centers are continued. According to the learned Senior Advocate, the

impugned communication is against the letter and spirit of the agreement and terms of the contract. The work order dated 11.10.2019 specifically states that the validity of the work order is for a period of one year or until exhausting the order amount, whichever is the earlier. Reference is made to Clause (4) of the work order. The learned Senior Advocate submits that the impugned action is arbitrary. He further submits that those persons, who are sought to be employed by the respondent No.1 are not eligible. They are either age barred or possess inadequate qualification and or physically unfit.

3. Mr. Adwant, learned counsel for the respondent No.1 submits that the matter is within the realm of the contract. The petitioner cannot claim vested right that respondent no.1 ought not to appoint security guards of its choice. The remedy for the petitioner would be to claim damages, if the petitioner feels that it is aggrieved by any action. Writ petition would not be tenable for the said purpose. Reference is made to Clause No.13 of the work order dated 11<sup>th</sup> October, 2019 to submit that number of security guards and supervisors may change as per availability from security guard board/MESCO. The MESTCL will reserve the right to curtail the no. of security guards and supervisors at any time for subject work.

4. We have considered the submissions.

5. We specifically asked Mr. Adwant, learned counsel for respondent No.1 as to whether respondent no.1 is cancelling the work order in near

future. The answer was in the negative. Schedule A to the work order specifies that work order value is limited to Rs.2,48,18,803/- (including GST and change in minimum wages rates). It further states that MSETCL will reserve the right to curtail the no. of security guards and supervisors at any time for subject work. It is the discretion of the MSETCL to ask for the number of security guards at any particular location. The petitioner will be concerned to the extent of validity period of tender and value of work order and no further.

6. It is for the respondent No.1 to consider the eligibility of the security guards. This court, in contractual matters would be slow in exercising its writ jurisdiction under Article 226 of the constitution. This court would only step in, if the instrumentalities of the State act in arbitrary or in un-reasonable manner. In the present case, the work order has not been cancelled nor the agreement is terminated/revoked. It is only at one division, the petitioner is directed not to place its security guards. The same would not amount to cancellation of the agreement.

7. Considering Clause 13 and Schedule- A to the work order, it was within the right of the MSETCL to curtail number of security guards and supervisors at any time.

8. In light of above, we dispose of the writ petition.

9. It is made clear that in case, respondent no.1 takes any further steps with regard to the work order/agreement, it will be open for the

parties to take appropriate steps in that regard. All contentions are kept open.

10. In view of disposal of the writ petition, intervention application stands disposed of. No costs.

**(SHRIKANT D. KULKARNI, J.)**

**(S.V.GANGAPURWALA, J.)**

JPC