

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION (Lodging) No. 248 OF 2020.

Surya Enterprises through its Proprietor
Smt. Sunanda Shankar Mane

..Petitioner.

Vs

Municipal Commissioner of Greater Mumbai & Ors ..Respondents.

Mr. V.S. Kapse i/by Kunal Rane, Advocate for the Petitioner.

Ms. Yamuna Parekh for Respondent-MCGM.

Mr. Mohd. Akram Bastivi for Respondent No.7.

Mrs. Rizwane Ramzan Shaikh, Branch Manager, Bombay Mercantile Co-operative Bank Ltd. Branch Byculla.

**CORAM : S.J. KATHAWALLA &
B. P. COLABAWALLA, JJ.
DATED :- 30th JANUARY, 2020.**

P.C. :-

1. By the above Writ Petition, the Petitioner seeks the following reliefs:-

“(a) That this Court be pleased to issue the writ of mandamus or any other appropriate writ under Article 226 of the Constitution of India and direct Respondent Nos. 1 to 5 to recall and cancel the bid bearing No. 7100160815 of M/s Superways i.e., respondent No.7 and further be pleased to blacklist the Respondent No.7.

(b) That this Court be pleased to issue the writ of mandamus or any other appropriate writ under Article 226 of the Constitution of India and direct the Respondent Nos. 1 to 5 to take appropriate action against proprietor of M/s Superways i.e. Mr. Mohd. Nasim Fatech Mohd Khan respondent No. 7 in respect of their act of forgery and cheating as committed by him.”

2. Respondent No. 7 Mohd. Nasim Fatech Mohd. Khan and the Petitioner had entered into a Joint Venture in the year 2014 and had submitted a bid to the Municipal Corporation for “Supply of PCO vehicles on hire basis for the use of Insecticide Officer Department of M.C.G.M. in City Division for a period of three years.” The allegation now made by the Petitioner against Respondent No.7 is that he had forged the signature of an Officer of the Municipal Corporation and sought release/cancellation of the bank guarantee issued in favour of the Municipal Corporation through Bombay Mercantile Co-operative Bank Ltd. Branch Byculla.

3. The letter seeking cancellation of the said bank guarantee was admittedly after the bank guarantee had expired. Though the Officer whose signature appears on the letter has informed the Court that the same is not his

signature and therefore the same has been forged, Respondent No. 7 who is present in Court, states that the letter is not issued by him. In view of the disputed facts involved in the matter, the reliefs sought by the Petitioner cannot be granted and the Petitioner is directed to take out appropriate proceedings, if so advised. The Writ Petition is therefore dismissed.

(B. P. COLABAWALLA, J)

(S.J. KATHAWALLA, J.)