

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

WRIT PETITION NO. 6638 OF 2021

Navjeevan Swaynrojgar Seva Sahkari
Sanstha Maryadit, through its
Chairman Yogesh D. Mukunde .. Petitioner

Versus

The Maharashtra State Road
Transport Corporation through
its Chief Manager and others .. Respondents

Shri Yogesh B. Bolkar, Advocate for the Petitioner.
Shri D. S. Bagul, Advocate for Respondent Nos. 1 to 6.

**CORAM : S. V. GANGAPURWALA AND
R. N. LADDHA, JJ.
DATE : 16TH SEPTEMBER, 2021.**

FINAL ORDER :

. Mr. Bolkar, the learned advocate for the petitioner submits that, the petitioner was issued with the contract for running two wheeler parking in the premises of the Maharashtra State Road Transport Corporation (for short 'MSRTC'). The contract was for a period of 01.01.2020 to 31.12.2020. The petitioner had paid the fees for first month. The learned counsel further submits that, from March 2020 total lockdown was imposed in the entire country and that prevailed for major part of the year 2020. Subsequently, there was partial lockdown for some period. The buses were not allowed to ply with 100% capacity. The learned counsel further submits that, the MSRTC was

unjustified in claiming the entire amount and also imposing penalty. The action of respondents in cancelling the contract is illegal. The learned counsel submits that, the respondents ought not to have cancelled the license of the petitioner. It is further submitted that, for canteen and other shops within the MSRTC premises decision was taken that no further action would be taken and till the period the license fee is not determined the further process is stayed. The petitioner is given differential treatment by the MSRTC.

2. Mr. Bagul, the learned advocate for the MSRTC submits that, the period of contract with the petitioner is over on 31st December, 2020. At the request of the petitioner, the petitioner was allowed to continue to run two wheeler parking. The petitioner is in default of more than Rs. 16,00,000/- (Rs. Sixteen Lacs only) till date. Even the license fee of February 2020 is not paid by the petitioner. The cheque issued by the petitioner has bounced.

3. Mr. Bolkar, the learned counsel submits that, even today the petitioner is running the two wheeler parking space.

4. The contract of the petitioner with the MSRTC has come to an end in December 2020. In view of that, the petitioner cannot get a vested right to continue after the end of the contract period. In light of that, we are not required to go into the contentions of cancellation of contract after the contract period is over.

5. The next question arises about penalty and recovery of license fee.

6. Judicial note can be taken of the fact that entire country was under lockdown due to Covid-19 pandemic from 24th March, 2020. The lockdown was subsequently partially relaxed. The MSRTC certainly has to consider the charges to be taken from the contractor like the petitioner for the period there was a total and/or partial lockdown. It is for the authorities to settle the same considering reasonability. The higher authority of the respondent/MSRTC may consider the said aspect in right earnest.

7. The petitioner may approach the General Manager, Planning and Marketing of MSRTC. The General Manager, Planning and Marketing of MSRTC may consider the case put forth by the petitioner and may take appropriate decision qua the license fee and penalty to be charged and recovered from the petitioner.

8. With these observations the writ petition is disposed of. No costs.

[R. N. LADDHA, J.]
bsb/Sept.21

[S. V. GANGAPURWALA, J.]