

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

WRIT PETITION NO. 6266 OF 2020

Rajendra Narayan Borse

.. Petitioner

Versus

The State of Maharashtra and another

.. Respondents

Mr. Kiran M. Nagarkar, Advocate for the Petitioner.

Mr. K. N. Lokhande, AGP for Respondent No. 1.

Mr. N. D. Batule, Advocate for Respondent No. 2.

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

DATED : 04th JANUARY, 2021.

PER COURT:-

. Mr. Nagarkar, learned counsel for the petitioner submits that the petitioner was allotted contract for removal of solid waste of Shevgaon town, District Ahmednagar. The tender was for a period of 36 months. Clause 4 of the agreement also specifies that though the agreement is for one year, it would be continued for two more years. The respondents failed to adhere to the agreement between the parties. The learned counsel further submits that in the affidavit in reply false claim is made by respondents about the unsatisfactory work of the petitioner. The petitioner has given reply to the notices. Even the Municipal Council has recommended for continuation of the contract with the petitioner,

but the respondents have issued tender notice initially in March 2020 and then again in June 2020. The same is illegal. The respondents be directed to continue the contract with the petitioner for two more years as per the agreement.

2. The learned counsel for the Municipal Council submits that the work of the petitioner was not satisfactory. As per clause 29 of the agreement, the contract was for a period of one year and as the work of the petitioner was not found to be satisfactory, decision is taken by the Municipal Council not to grant extension to the petitioner. Numerous notices are issued to the petitioner about his work, but the petitioner was negligent. The hygiene of the people is affected because of the negligent attitude of the petitioner.

3. We have considered the submissions canvassed by the learned counsel for respective parties.

4. The matter is relating to the contract between the petitioner and the Municipal Council. The terms of the contract would be relevant. Clause 4 states that as mentioned in the e-tender, the period of contract is three years, however, the agreement would be executed for one year. Clause 29 of the agreement specifies that the contract period would be up to 06.03.2020 and if the work during this period is satisfactory, then

two years extension would be granted to the petitioner. The respondent Municipal Council did not find the work of the petitioner to be satisfactory and as such, has taken decision not to grant extension to the petitioner.

5. The matter is contractual in nature. The Municipal Council did not find the work of the petitioner to be satisfactory. Though according to the petitioner the same is incorrect, the matter would involve disputed questions of fact. The Municipal Council in its affidavit has referred to the various notices issued to the petitioner to improve the work. There are more than 30 letters issued to the petitioner as per the affidavit in reply.

6. If the petitioner feels that extension not granted by the Municipal Council is erroneous, the petitioner at the most can claim damages. However, the said remedy would be before the Civil Court.

7. In view of the disputed questions of fact and the facts narrated above, we are not inclined to entertain the writ petition.

8. Writ petition, as such, is disposed of. No costs.

(SHRIKANT D. KULKARNI)
JUDGE

(S. V. GANGAPURWALA)
JUDGE

PS.B.