

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

984 WRIT PETITION NO.7638 OF 2021

ADIVASI MATSYA VYAVSAY SAHAKARI SANSTHA MARYADIT
WAGHUR DHARAN RAIPUR KANDARI THROUGH ITS CHAIRMAN
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS

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Advocate for Petitioners : Mr. Patil Vijay B.
Addl. GP for Respondent Nos.1 to 4/State: Mrs. M. A. Deshpande

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**CORAM : S. V. GANGAPURWALA &
R. N. LADDHA, JJ.**

DATE : 21st October, 2021

P.C. :

. Heard Mr. Patil, the learned counsel for the petitioner and learned Additional Govt. Pleader for the respondent Nos.1 to 4.

2. The petitioner was allotted the tank for the purpose of fishery. Pursuant to the tender, on or about 11.03.2020, the petitioner did not deposit the entire amount within stipulated period as required under the Government Resolution dated 03.07.2019. The initial contract was for the period 2019-2020. According to the petitioner, it was for five (5) years.

3. As the petitioner did not deposit the amount within the stipulated period, the impugned order was passed for terminating the contract. Mr. Patil, the learned counsel submits that, the respondents/

authority failed to consider the Covid-19 situation and have passed the order in a mechanical manner. According to the learned counsel, though the contract was awarded in March-2020, the same was for the year 2019-2020 i.e. the year that had lapsed. The same is improper and illegal. The petitioner to show his bonafide has deposited demand draft (DD) of Rs.3,98,940/- i.e. the amount for the year 2019-2020 to 2021-2022. The impugned order be quashed and set aside.

4. The learned Additional Government Pleader submits that, as per Clause 17.5 of the Government Resolution dated 03.07.2019, petitioner is required to deposit the amount within eight (8) days of the allotment of tender. The petitioner was required to deposit the amount by 19.03.2020. The petitioner did not deposit the same. The Covid-19 situation arose after 24.03.2020. The petitioner has failed to abide by the terms of the contract. Even today, the petitioner has not deposited the amount as per Clause-17.5 of the said Government Resolution. The petitioner is required to deposit the entire rent amount for the year and 10% advance amount as detailed in Clause-17.5 of the said Government Resolution. The same is not deposited even till today. The learned Additional Government Pleader further submits that, the petitioner has an alternate remedy available. As the

petitioner has flouted the terms and conditions, the impugned order is rightly passed.

5. We have considered the submissions. Immediately after the tank was allotted to the petitioner, the entire nation saw the outbreak of Covid-19. The Court can consider the problems faced by the persons in such a situation. The petitioner to show his bonafide has deposited the amount of Rs. 3,98000/- and odd towards the rental amount for the years 2019-2020, 2020-2021 and 2021-2022. According to the respondent, the said amount is short and not the complete amount as required under Clause-17.5 of the said Government Resolution dated 03.07.2019.

6. Considering the pandemic situation, we direct the petitioner to deposit the remaining amount as required to be deposited as per Clause-17.5 of the Government Resolution dated 03.07.2019.

7. The petitioner shall remain present in the office of respondent No.4 tomorrow i.e. on 22.10.2021. The office of respondent No.4 shall communicate the amount of shortfall required to be deposited by the petitioner on or before 25.10.2021. The petitioner shall deposit the shortfall amount as directed by

respondent No.4 within seven (7) days from the date of communication.

8. In case, the petitioner deposits the complete amount as directed above upto the year 2021-2022 as required under Clause-17.5 of the Government Resolution dated 03.07.2019, then the impugned order is quashed and set aside. The petitioner will be entitled to continue for the year 2021-2022.

9. In case, the petitioner fails to deposit the complete amount as directed and as per Clause-17.5 of the Government Resolution dated 03.07.2019, then the writ petition shall be deemed to stand dismissed.

10. Writ Petition is, accordingly, disposed of

(R. N. LADDHA, J.)

(S. V. GANGAPURWALA, J.)