

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

918 WRIT PETITION NO.6219 OF 2022

**M/S RENUKA TRADE LINK THR ITS PROPRIETOR ANIL
SHIVAJIRAO DHAMANKAR
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS**

.....
Mr. Girish L. Awale, Advocate for the petitioner
Mr. S. G. Karlekar, AGP for respondent/State
.....

**CORAM : RAVINDRA V. GHUGE
AND
ANIL L. PANSARE, JJ.**

DATE : JUNE 21ST, 2022

PER COURT : -

1. This is a petition under Article 226 of the Constitution of India. The petitioner has put forth prayer clause 'B', 'C' and 'D' as under : -

“B] By issuing writ of mandamus or any other writ in like nature, to direct the respondent No. 6 Sugar Factory to allow the petitioner for lift the molasses as per communication dated 16/02/2022 issued by the respondent No. 6 Sugar Factory.

C] Pending hearing and final disposal of this writ petition, to direct the respondent authorities to take

action against the respondent No. 6 Sugar Factory and to decide the application filed by the petitioner on 09/03/2022 as early as possible within a period of four weeks.

D] Pending hearing and final disposal of this writ petition, to restrained the respondent No. 6 Sugar Factor not to allow the molasses to the another bidder till the decision of this writ petition.”

2. We find that there has been a private agreement between the petitioner and respondent no. 6 - Sugar Factory. Grievance of the petitioner is that the Sugar Factory has violated the agreement and has caused a loss to him by such violation.

3. In view of the above, we quite see that this is a dispute between the petitioner and a Sugar Factory with regard to violation of an agreement/contract between them. However, the petitioner submits that one application dated 09.03.2022 is tendered by the petitioner to respondent no. 2 voicing his grievance about violation of contract. He, therefore, prays that respondent no. 2 may be directed to decide the said representation.

4. We have our own doubts whether respondent no. 2 can
sgp

entertain a violation of a private contract between the petitioner and respondent no. 6 – Sugar Factory.

5. As such, this petition is **disposed off** with the following direction : -

[a] Respondent no. 2 would consider the said representation and only if the said issue falls within his jurisdiction, he may pass an appropriate order. If it is beyond his jurisdiction, he would accordingly convey to the petitioner and in such case, the petitioner would be at liberty to approach the civil Court for seeking damages against respondent no. 6.

[ANIL L. PANSARE]
JUDGE

[RAVINDRA V. GHUGE]
JUDGE