

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 6376 OF 2021

VISHAL FISHERY BUSINESS CO OPERATIVE SOCIETY
LIMITED GHATANGRI THROUGH ITS CHAIRMAN
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS

Advocate for Petitioner : Mr. V.D. Sapkal
i/b. Mr. A.B. Chormal

AGP for Respondent Nos. 1 & 2 : Mr. P.S. Patil
Advocate for Respondent Nos. 3 to 5 : Mr. R.D. Raut

CORAM : C.V. BHADANG &
SANDIPKUMAR C. MORE, JJ.

DATE : 13 JULY, 2022.

ORDER :-

By this petition, the petitioner is challenging the letter / communication of April, 2021 (Exhibit B), thereby, canceling the lease / thekas allotted to the petitioner – Society for fishing purpose in respect of percolation tank No. 1 of Ghatangri and tank No. 2 of Khanapur, District Osmanabad.

2. We have heard the learned counsel for the parties and perused record.

3. The petitioner in pursuance of an auction notice dated 6 December, 2019, was granted the lease for the purpose of fishing and

accordingly, agreement dated 20 December, 2019, was executed. The contention on behalf of the petitioner is that although the said lease and the agreement was for five years expiring in 2024-25, the same was abruptly terminated and fresh bids were called.

4. It is undisputed that the petitioner has participated in the second bidding process and has been declared successful and has been granted fishing rights for a period of three years which would expire in 2023-24.

5. Learned Senior counsel for the petitioner, has referred to Government Resolution dated 9 July, 1990, in order to submit that such rights were to be given for a period of five years.

6. Learned counsel for respondent Nos. 3 to 5 has submitted that a policy decision is taken, in pursuance of which the fresh bidding process was initiated in which the petitioner has participated and is declared successful and the rights for a period of three years have been allotted to him.

7. We have considered the circumstances and the submissions made.

8. A perusal of the terms and conditions of the bidding at clause No. 3 clearly shows that the period of the lease was to be reckoned from 1 July, 2020 to 30 June, 2021 and thus, it was to be reckoned on year to year basis. We further find that as per the

clause B of the terms of the allotment dated 20 December, 2019, the Zilla Parishad had reserved right for cancellation of such privilege. In the present case as noticed earlier the petitioner has also taken part in the subsequent process where he has declared successful and obtained fishing rights for a period of three years.

9. In such circumstances, we decline to entertain the petition which is, accordingly, rejected with no order as to costs. The Zilla Parishad would be at liberty to issue the work order in favour of the petitioner, accordingly, in respect of the second bidding process.

SANDIPKUMAR C. MORE, J.

C.V. BHADANG, J.