

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

69 WRIT PETITION NO.8561 OF 2022

M/S MAINDEEP ENTERPRISES THROUGH ITS PROPRIETOR
IMRAN ABDUL REHAMAN SHAIKH THROUGH GPA HOLDER
VERSUS
KAIJ NAGAR PANCHAYAT THROUGH ITS CHIEF OFFICER AND
OTHERS

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Advocate for Petitioner: Mr. Sant Tapan Kishor
AGP for Respondent/State: Mr. A. R. Kale

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CORAM: RAVINDRA V. GHUGE

AND

ARUN R. PEDNEKER, JJ.

DATE: 23rd AUGUST, 2022

PER COURT:

1. The Petitioner, a private contractor, has put-forth prayer clause 'A', as under:-

"A) This Hon'ble Court be pleased to issue a writ of mandamus or any other writ, order or direction in the nature of writ of mandamus and direct the respondents more particularly respondent No.1 to take action on the letters/representations and communicate decision to the petitioner within

stipulated time for payment of bill the months of December-2021 till April-2022 towards the work the petitioner has done in Nagar Panchayat, Kaij limits pursuant to work order Dt. 01.06.2021;

2. From the pleadings of the Petitioner, it appears as under:-

A] The Petitioner has received a notice from the Municipal Council.

B] There is an allegation that the Petitioner has stopped working from 28.04.2022.

C] It appears that there are labour problems and the Petitioner is alleged to have not collected the garbage in time.

D] The contract contains a long list of the works that the Petitioner has to do and it appears that due to a dispute with regard to the discharge of such functions, payments of the Petitioner have been withheld by the Municipal Council.

3. This Court cannot exercise it's jurisdiction to consider such disputed questions.

4. This Petition is, therefore, disposed off with liberty to the Petitioner to avail of a remedy by preferring a recovery suit or any such remedy as is permissible in law.

[ARUN R. PEDNEKER, J.]

[RAVINDRA V. GHUGE, J.]

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