

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

WRIT PETITION NO.9274 OF 2022

**GAHININATH MAHADEO GARGE
VERSUS
THE CHAIRMAN AND MANAGING DIRECTOR AND
ANOTHER**

...
Advocate for the Petitioner : Shri Gujar Vivekanand V.

...

**CORAM : RAVINDRA V. GHUGE
&
ARUN R. PEDNEKER, JJ.**

DATE :- 14th September, 2022

Per Court :-

1. The petitioner submits that prayer clauses B and C be permitted to be deleted as the petitioner desires to approach the Debt Recovery Tribunal under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.

2. Insofar as prayer clause A is concerned, the petitioner desires that this Court should issue a Writ of Mandamus to the Maharashtra State Electricity Distribution Company Limited for having not made the payment of extra items and actual work done for tender No.CE/BZ/TS/ APRP/

2003-2004/T-11 as per the contract agreement dated 05.07.2004. This prayer amounts to recovery of unpaid amounts as well as for the extra items and actual works done. This petition has a semblance of a recovery suit. Moreover, clause 17 of the contract No.11 between the petitioner and the company indicates that any dispute arising out of the contract/agreement would be agitated before the courts in Mumbai.

3. Since a Writ of Mandamus would not be issued against a company for recovery of amounts with regard to extra items and work done, which are disputed issues, we are not entertaining this petition. The Writ Petition is, therefore, dismissed, with liberty to the petitioners to avail of a legal remedy as may be permissible.

kps (ARUN R. PEDNEKER, J.) (RAVINDRA V. GHUGE, J.)