

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.12371 OF 2022

M/s. Universal Traders] ... Petitioner

Vs.

The State of Maharashtra & Ors.] ... Respondents

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Ms. Minal J. Chandnani with Mr. Bhavesh C. Sawant i/b Jaiwant S. Chandnani & Associates for the petitioner.

Ms. A.A. Purav, A.G.P. for respondent Nos.1, 4 to 6-State.

Mr. S.M. Kamble for respondent Nos.2 and 3.

Mr. Dnyaneshwar Deshmukh with Mr. Sanjay Ranjane for respondent No.7.

Mr. Balasaheb B. Netke, Chief Fire Officer, Ulhasnagar, Municipal Corporation is present in the Court.

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**CORAM : R.D. DHANUKA &
KAMAL KHATA, JJ.**

DATED : 19TH OCTOBER, 2022.

P.C.:-

1. The matter was argued by learned counsel for the parties for quite some time.

2. It is common ground that there is no dissolution of the partnership between respondent No.7 and Haresh Rajwani. The licence for running fire cracker business is in the name of the partnership firm. There is some dispute between the two partners arising out of the said partnership business. Therefore, both the parties have filed criminal proceedings against each other.

3. In view of the complaint made by respondent No.7, respondent Nos.1 to 3 have refused to renew the licence for running fire cracker business in the name of the partnership firm, which is the subject matter of this petition.

4. Today, learned counsel for the petitioner and learned counsel for respondent No.7 jointly state that no reasons are required to be given while passing the following order. Statement is accepted.

5. The petitioner has agreed to pay a sum of Rs.5,00,000/- to respondent No.7 for permitting the petitioner to carry on the business exclusively, in the name of the partnership firm, till 30/11/2022. This order is passed without prejudice to the rights and contentions of both parties and also permitting them continue their respective proceedings filed against each other before various Courts.

6. Respondent No.6 is directed to desal the premises of the partnership firm, where the fire crackers are lying, to permit its sale, within 24 hours from the date of communication of this order.

7. Respondent Nos.1 to 3 are directed to permit the petitioner to continue the said business of fire cracker till 30/11/2022 in the name of the partnership, without considering the objections raised by respondent No.7.

8. Respondent No.3 is directed to consider the application submitted by the petitioner for renewal of the licence for running fire cracker business, after affording opportunity of hearing to both the parties. Both the parties are directed to remain present before respondent No.3 on 07/12/2022 at 11.00 a.m. and after hearing both sides on the issue of grant of renewal of the licence, the decision shall be communicated by respondent No.3 to both the parties.

9. Mr. Kamble, learned counsel for respondent No.3, on instructions from the officer of respondent No.3, who is present in the Court, states that while considering the application for renewal of licence, respondent No.3 will consider the same licence, under which the petitioner is now allowed to conduct the business, in view of the order passed by this Court, today. Statement is accepted.

10. It is made clear that we have not expressed any opinion on the merits of the application for renewal of licence made by the petitioner.

11. We make it clear that during the aforesaid period, when the petitioner is permitted to carry on the business exclusively, he will comply with the terms and conditions of licence and shall not commit any violation of the same. If any violation is committed, the licensing authority is at liberty to take action against the petitioner, in accordance with law.

12. Writ petition is disposed off in the aforesaid terms.

13. No order as to costs.

14. Parties to act on the authenticated copy of this order.

15. It is made clear that the petitioner shall maintain the account in respect of the business conducted by him during the aforesaid period, when the petitioner is allowed to carry on the business exclusively, on payment of agreed sum of Rs.5,00,000/-. The profit, if any, earned by the partnership firm during this period, would be subject to such accounting.

16. Since we have permitted the petitioner to conduct business

exclusively during the aforesaid period, we direct respondent No.7 not to make any complaint against the petitioner of any nature whatsoever during the said period.

[KAMAL KHATA, J.]

[R. D. DHANUKA, J.]