

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

904 WRIT PETITION NO.8356 OF 2023

GOPALRAO GOVINDRAO BORADE
VERSUS
THE STATE OF MAHARASHTRA THROUGH PRINCIPAL SECRETARY
AND OTHERS

Mr.P.D.Bachate, Advocate for the Petitioner.
Mr.P.K.Lakhotiya, AGP for the Respondent/State.

(CORAM : RAVINDRA V. GHUGE AND
Y. G. KHOBRAGADE, JJ.)

DATE : AUGUST 4, 2023

PER COURT :

1. On 17.07.2023, we had passed the following order :-

"1. Normally, we do not entertain petitions seeking recovery of unpaid bills. In the present case, it is the Government, which has to pay the bills of the Petitioner and the record placed before us, more particularly, the documents at page Nos. 52 and 53 would indicate, prima facie, that there is no dispute as regards the amounts to be paid to the petitioner. The only issue is, that the State Government would pay the amounts to the Petitioner after a budgetary provision is made. Question is, how long should the Petitioner wait, is the submission of the learned Advocate for the Petitioner.

2. Issue notice to the Respondents, returnable on 02/08/2023. This matter would appear in the 'passing orders' category. The learned

A.G.P waives service of notice on behalf of all the respondents."

2. The learned AGP submits on instructions that the amount due towards the Petitioner by way of rent for the hostel premises, is Rs.41,36,400/-, calculated from April 2020 till June 2023. There is no dispute that the amount of rent untill March 2023 has been cleared and from July 2023, the said hostel has been vacated. He is further instructed to say that the amounts would be paid until April 2024.

3. The learned Advocate for the Petitioner submits that the State be directed to pay the entire amount alongwith 9% interest in 2 installments.

4. The learned AGP vehemently opposes grant of interest on the dues payable. He submits that the Government is not deliberately delaying the payments. The interest demanded by the Petitioner is too high and not fair and the Government is not agreeable since there is no clause in the agreement. The learned Advocate for the Petitioner submits that the reason why there is no clause for interest in the agreement document is because the Government was to pay monthly

rent, timely. Hence, we accept the contention of the Petitioner that interest is payable and we grant 6% interest.

5. In view of the above, **this petition is disposed off** with the following directions :-

[a] An interest of 6% shall be calculated on the amounts as they became payable.

[b] After the principal amount of Rs.41,36,400/- and 6% interest is calculated, the Petitioner shall be paid the entire amount in 4 equated installments. The first installment shall be paid to the Petitioner on or before 15.10.2023. The second, third and fourth installments would be paid at the intervals of 60 days per installment, after 15.10.2023.

(Y. G. KHOBRAGADE, J.)

(RAVINDRA V. GHUGE, J.)