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

WRIT PETITION NO.14917 OF 2023

**INFANT JESUS BAHUDESHIY SEVABHAVI SANSTHA
THROUGH ITS PRESIDENT**

VERSUS

**THE DEAN GOVERNMENT MEDICAL COLLEGE AND
HOSPITAL (GHATI) AND ANOTHER**

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Mr Avinash R. Borulkar, Advocate for Petitioner;

Mrs Priya R. Bharaswadkar, A.G.P. for Respondents/State

**CORAM : RAVINDRA V. GHUGE
AND**

Y. G. KHOBRAGADE, JJ.

DATE : 7th December, 2023

PER COURT:

1. Issue is as regards the termination of a house-keeping contract between the Government Medical College and Hospital (Ghati), Aurangabad and the Petitioner, pertaining to the maintenance of a public toilet in front of the surgical building. This is a permanent structure and the Petitioner was operating on the principle of "Pay and Use". Arrears of almost 7,50,000/- until June 2023, have mounted. The Petitioner prays that, it would clear the dues in equated monthly installments until April 2024.

2. The learned A.G.P. has received instructions and she submits that the contract is already terminated and the second

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highest bidder from the same tender, in which the Petitioner was the highest bidder, has been allotted the contract of house-keeping of the said public toilets.

3. The dispute between the parties has its' roots under the Indian Contract Act, 1872. In our view, a Writ of Mandamus need not be issued in such disputed matter, as the Petitioner can approach the Civil Court and can seek reliefs, as may be desired.

4. Prior to the present Petition, the Petitioner had preferred Writ Petition No.11139/2023 for the same purpose and the said Petition was withdrawn on 08/11/2023 by the Petitioner. The Petition was dismissed as withdrawn.

5. In view of the above factors, we are not entertaining **this Writ Petition and the same is disposed off.**

(Y. G. KHOBRADE, J.)

(RAVINDRA V. GHUGE, J.)

sjk