

Ashwini

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION NO. 5069 OF 2022

API Civilcon Pvt Ltd & Anr ...Petitioners
Versus
 The Controller of Rationing And Director of Civil ...Respondents
 Supplies Mumbai & Ors

Mr Bhavin Gada, *with Sameer J Chitnis & Madhura D Kulkarni, i/b,*
M/s Chitnis & Co, for the Petitioner.
Mr Akshay Shinde, *for Respondent No. 4-MHADA.*
Mr Kedar Dighe, AGP, *for the Respondent-State.*

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CORAM G.S. Patel &
Kamal Khata, JJ.
DATED: 9th October 2023

PC:-

1. The Petition can be disposed of with a direction to MHADA since there is no controversy about the subject matter of prayer clause (a) of the Petition at pages 43 and 44 (excluding the claim for interest). It is now undisputed that the amount of Rs. 4,05,93,050/- is repayable by MHADA to the Petitioner. The submission was that MHADA could not make direct payment to the Petitioners because it had received the amount from the 1st Respondent namely the Controller of Rationing and Director of Civil Supplies, Mumbai. The 1st Respondent disputes this assertion of MHADA. What is

undisputed is that the amount is due to the Petitioner. MHADA sent a cheque to the Controller of Rationing and Director of Civil Supplies, Mumbai in this amount. He returned the cheque saying that he could not possibly accept it nor properly account for it.

2. This means that the amount is with MHADA but is undoubtedly due to the Petitioners.

3. We are not concerned with these procedures. We exercise our discretion and direct MHADA to make an online transfer to the Petitioners in the amount of Rs. 4,05,93,050/- within ten days from today. The bank details will be provided by Mr Gada's Attorneys to MHADA by the end of the day tomorrow, 10th October 2023.

4. The Petition can be disposed of in these terms. No costs.

5. Mr Gada has instructions to state that the Petitioners do not press their claim for interest. He readily acknowledges that there is no contractual stipulation for interest, no statutory provision for interest and no notice was ever issued under the Interest Act, 1978.

6. All parties will act on production of an authenticated copy of this order.

(Kamal Khata, J)

(G. S. Patel, J)