

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR

Writ Petition No.1858 of 2023

Yashasvi Enterprises, through its Proprietor Pramod Shankarrao Dongre

Versus

The Chief Engineer, Paras Thermal Power Station, Paras, and others

*Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders.*

Court's or Judge's order

Shri Syed Ateeb, Counsel for Petitioner.
Shri M.P. Khajanchi, Counsel for Respondents.

CORAM : A. S. CHANDURKAR AND M.W. CHANDWANI, JJ.

DATE : MARCH 31, 2023.

The petitioner seeks correction in the work order dated 17-1-2023 that has been issued by the respondents. It is the grievance of the petitioner that Clauses 2, 8 and 12 of the said work order have to be modified in accordance with the work order issued to other entities. Despite representation being made, this aspect has not been looked into by the respondents.

In the reply filed by the respondents, it has been stated in Para 6 that as per Condition No.12, if no fly ash was lifted during consecutive 21 days after issuance of the work order, the work order was liable to be cancelled. It is stated that the petitioner did not bring any quantity of fly ash from the allotted spot. Further the petitioner did not deposit the amount of Rs.1,00,000/- towards security deposit. On these grounds, it is stated that there is no legal right with the petitioner.

We find that the petitioner seeks enforcement/modification of the contractual obligations. There are disputed questions involved. In the light of the statement made by the respondents that the amount of security deposit has not been deposited, we are not inclined to entertain the writ petition.

The writ petition is dismissed with liberty to the petitioner to take such other steps as are permissible in accordance with law for redressal of its grievance.