



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

CIVIL APPLICATION NO. 2981 OF 2024
IN WP/7894/2023

M/S AVIATION CONSTRUCTIONS THROUGH ITS PROPRIETOR VISHNU
GANGADHAR THOMBRE

VERSUS

THE STATE OF MAHARASHTRA THROUGH CHIEF SECRETARY AND
OTHERS

Mr. R. V. Gore, Advocate for the Applicant
Ms. Neha Kamble, AGP for Respondent Nos. 1 to 3/State
Mr. U. B. Bondar, Advocate for Respondent No.4.

CORAM : RAVINDRA V. GHUGE AND
R. M. JOSHI, JJ.

DATE : 10th MAY, 2024

PER COURT :-

1. The Applicant has put forth prayer clause 'B' which reads as under:

"B) Pending hearing and final disposal of this Writ Petition, respondent No.4 to 6 may kindly be directed to release payment towards completed work in connection with work orders Exhibit E (page No. 90 to 100) of Writ Petition No. 7894/2023, in favour of applicant."

2. In several orders, the Hon'ble Apex Court has observed that the High Court should not pass orders as an executing Court or direct recoveries of money.

3. We apparently find that there are disputed factors in this case. Be that as it may, if the non-applicant establishment concedes the

completion of work at a particular level and agrees to release payments which, from their point of view, are admissible, we grant liberty to the Respondents to make such payment to the Applicant. Insofar as the disputed bills are concerned, the Petitioner is at liberty to avail of a civil remedy, if permissible in law.

4. In the above observations, the Civil Application is disposed off.

(R. M. JOSHI, J.)

(RAVINDRA V. GHUGE, J.)

ssp