



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.3353 OF 2024

Shri. Dinkar Dnyandeo Rane
Age: 48 years, Occu.: Contractor,
R/o. At Post Talwel, Tq. Bhusawal,
District Jalgaon.

.. PETITIONER

VERSUS

1. The State of Maharashtra
Urban Development Department,
Mantralaya Mumbai,
Through its Secretary.

2. The Bhusawal Municipal Council,
Bhusawal, Tq. Bhusawal,
District Jalgaon,
Through Chief Officer

3. Asha Construction
Shaikh Farukh Shaikh Yusuf
Age: 42 years, Occu.: Contractor,
R/o. Khadka Road, Bhusawal,
Tq. Bhusawal, District Jalgaon.

.. RESPONDENTS

...
Mr. S. B. Yawalkar, Advocate for the petitioner.
Mr. P. S. Patil, AGP for respondent No.1 – State.
Mr. B. S. Deshmukh, Advocate for respondent No.2.
...

**CORAM : SMT. VIBHA KANKANWADI AND
S. G. CHAPALGAONKAR, JJ.**

DATE : 1st APRIL, 2024

ORDER [Per Smt. Vibha Kankanwadi, J.] :-

. Present petition has been filed for quashing and setting aside the
impugned communication dated 07.03.2023 issued by respondent

No.2 to the petitioner and to allow the petitioner to deposit the security deposit, performance security deposit and stamp papers of Rs.8300/-. Consequential prayers are also made.

2. It is not in dispute that respondent No.2 floated tender for construction of closed Nala in Dwarkanagar at Bhusawal. The petitioner was the lowest bidder i.e. L-1. The Chief Officer of respondent No.2 communicated to the petitioner by communication dated 27.02.2024 that he should deposit the amount towards security deposit, performance security deposit and also the stamp papers. The petitioner sought extension to make the said deposit by E-mail dated 05.03.2024. However, by further impugned communication dated 07.03.2024, the Municipal Council gave letter and stated that as the time to deposit the amounts is running against him, he should make the payment immediately. The said letter was then replied by the petitioner on 10.03.2024. On 12.03.2024 it was informed that the amount of security deposit has been transferred to the Municipal Council, however, by order dated 12.03.2024, respondent No.2 has given the tender to respondent No.3.

3. Heard learned Advocate Mr. S. B. Yawalkar for the petitioner, learned AGP Mr. P. S. Patil for respondent No.1 – State and learned Advocate Mr. B. S. Deshmukh for respondent No.2.

4. Learned Advocate for the petitioner by relying upon the Government Resolution dated 22.10.2018 says that some more time ought to have been given to the petitioner. He was the L-1 and it was only a matter of deposit of the amount.

5. Learned AGP waives notice for respondent No.1, however, taking into consideration the facts of the case and the submissions on behalf of the petitioner, it was not necessary to issue notice to respondent Nos.2 and 3.

6. As aforesaid, most of the facts are admitted. It is then also stood admitted that on the date the petitioner's tender/proposal was accepted; as per the terms and conditions, he ought to have deposited the amount. Petitioner cannot say that he was waiting for the call from the respondents. Further, when respondent No.2 had informed the petitioner to make the payment and seven days time was given, petitioner cannot say that fair opportunity was not given to him. There is absolutely no reason in the petition as to why he could not deposit the said amount prior to 12.03.2024. When as per letter dated 27.02.2024 the said payment was to be made within seven days, the petitioner unnecessarily waited till 7th day i.e. 05.03.2024 and then sought extension that too by mail. Thereafter also on 07.03.2024, respondent No.2 had informed him that such amount has not been deposited and the possibility of money returning to the Government

cannot be ruled out as code of conduct in view of forthcoming Loksabha elections would start and, therefore, as per the Government Resolution, the petitioner was then declared ineligible. Instead of making payment immediately on 10.03.2024, the petitioner once again sought extension of time and then made the payment on 12.03.2024. The said payment is after he was declared ineligible, therefore, cannot be considered at all. There is absolutely no justification for seeking extension. The only inference can be drawn is that the petitioner was not having that much amount with him. Under the said circumstance, if the petitioner, who had taken the tender, had no amount and on the part of lapses on his part he loses the contract, then he cannot seek equitable relief. No case is made out for exercising the constitutional powers of this Court. The writ petition therefore stands dismissed.

[S. G. CHAPALGAONKAR]
JUDGE

[SMT. VIBHA KANKANWADI]
JUDGE

scm