



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

WRIT PETITION NO. 8419 OF 2024

**NIRMAL ASSOCIATES P LTD THROUGH ITS PARTNER ARVIND
GOVIND DESHPANDE**

VERSUS

**THE STATE OF MAHARASHTRA THROUGH THE PRINCIPAL
SECRETARY AND ANOTHER**

....

Mr. H. H. Padalkar, Advocate for the Petitioner

Mr. S. K. Tambe, AGP for Respondent No.1 – State

Mr. Vishal Bagal, Advocate for Respondent No.2

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**CORAM : RAVINDRA V. GHUGE AND
Y. G. KHOBRAGADE, JJ.**

DATE : 12.08.2024

PER COURT :-

1. The Petitioner is a partnership firm, which undertook work for the Nagar Parishad, Partur in a scheme known as the “Shahar Bhuyari Gatar Yojana”. The work was commenced under the scheme in 2012 and concluded in the year 2023-2024, is the contention of the Petitioner. Representations are tendered on 03.10.2023, 20.11.2023 and 08.02.2024, seeking recovery of the unpaid bills of the Petitioner.

2. The learned Advocate for the Municipal Council submits that the bills raised by the Petitioner, are disputed by the Council and the Petitioner has a remedy to approach an Arbitrator in the light of Clause-8 of the terms and conditions of agreement dated 23.11.2012 (Annexure-II).

3. Time and again, the Hon'ble Supreme Court has cautioned the High Court that it should not be a recovery agent, more so for private contractors. Considering the law laid down in the judgment of the Hon'ble Supreme Court in *Assistant Commissioner (CT LTU), Kakinada and others Vs. Glaxo Smith Kline Consumer Health Care Limited, (2020) 19 SCC 681*, merely because the limitation for filing a recovery suit has expired, would not mean that this Court would get the jurisdiction to enlarge the limitation under it's Writ jurisdiction.

4. In view of the above, we are not exercising our Writ jurisdiction with regard to the recovery of the unpaid bills of a private contractor. **This Writ Petition is, therefore, dismissed.**

[Y. G. KHOBRADE, J.]

[RAVINDRA V. GHUGE, J.]