



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

WRIT PETITION NO.9297 OF 2024

Govind s/o Sonaji Wad

... **PETITIONER**

VERSUS

The State of Maharashtra & ors.

... **RESPONDENTS**

.....
Mr. P.S. Anerao, Advocate for petitioner

Mrs. Kalpalata Patil Bharaswadkar, A.G.P. for State

.....

**CORAM : R.G. AVACHAT AND
NEERAJ P. DHOTE, JJ.**

DATE : 8th OCTOBER, 2024

ORDER :

Heard learned Advocate for the petitioner. The petitioner has challenged cancellation of his contract by order dated 7/8/2024. By the contract, the petitioner was allowed the contract to collect fee in cattle market. The contract was for collection of Rs.10/- per cattle. The petitioner was found to have collected Rs.20/- per cattle with bogus receipt books. Therefore, the concerned authority i.e. office of Nagar Parishad, by impugned order, has cancelled the said contract after giving show-cause-notice.

2. It is submitted by learned Advocate for the

petitioner that, the ground for which the contract has been cancelled, is erroneous as the petitioner has not collected the amount of Rs.20/- per cattle. He submits that, the impugned order would not stand to the scrutiny of the judgment delivered by the Hon'ble Supreme Court in case of **Subodh Kumar Singh Rathour Vs. Chief Executive Officer & ors.** (Criminal Appeal No.6741 of 2024 (Arising out of Special Leave Petition (C) No.12941 of 2023), decided on 9/7/2024. He submits that, the impugned order be quashed and set aside.

3. We have gone through the petition and the papers enclosed to it. What is seen is that, the petitioner was granted a contract for collecting Rs.10/- per cattle in the weekly market of Nagar Parishad, Loha. The agreement of contract was entered into between the petitioner and the Municipality, in which the terms and conditions are given. Whether the petitioner was collecting the amount more than what was permissible is a disputed question of facts. The contract has been terminated after issuing show-cause-notice which was duly served on the petitioner. The contract has been terminated on 7/8/2024.

4. We have gone through the judgment relied on by

the learned Advocate for the petitioner, wherein it has been observed that, once the contract has come into existence through a valid tendering process, its termination must adhere strictly to the terms of the contract, with the executive powers to be exercised only in exceptional cases by the public authorities and that too in loathe.

5. It is well settled position under the law that, normally this Court, in its writ jurisdiction, shall not entertain contractual matters involving disputed questions of facts. In the case in hand, as can be seen from the papers on record, there are disputed questions of facts. The petitioner is having remedy before learned Civil Court and seek appropriate relief. In this view of the matter, we are not inclined to exercise our jurisdiction under Article 226 of the Constitution of India and hence, we dismiss the petition.

(NEERAJ P. DHOTE, J.)

(R.G. AVACHAT, J.)

fmp/-