



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH : NAGPUR.**

WRIT PETITION NO.3993 of 2024

M/s. B.C.Biyani Projects Pvt. Ltd and others.

vs.

State of Maharashtra and others.

Office Notes, Office Memoranda of
Coram, appearances, Court's Orders
or directions and Registrar's order

Court's or Judge's Order

Mr. S.G.Jagtap, Advocate, for petitioners.

Ms N. P. Mehta, Additional Government Pleader for respondent no.1.

CORAM :- NITIN W. SAMBRE AND ABHAY J. MANTRI, JJ.

DATE :- 11th JULY, 2024

Heard.

2. Prayer in this petition is to grant price variation in view of losses and damages suffered by the petitioners while executing the public works under the contract entered into with the respondents during Covid-2019.

3. It is claimed that the request for price variation is already recommended and other similarly placed tenderers/candidates are granted the price variation by meeting discriminatory treatment to the petitioners.

4. The aforesaid contentions are countered by Ms Mehta, learned Additional Government Pleader appearing for the respondent no.1 by stating that the petitioners are claiming their rights out of contractual obligations. It is claimed that the petitioners have already participated in the tender process and that being so, they are not entitled to claim such relief in extra ordinary jurisdiction. It is urged that tender period was almost over before Covid pandemic.

5. We have appreciated the aforesaid contentions.

6. The fact remains that the petitioners claimed to have entered into the contract for execution of civil work with the respondents. The policy of the government permits 5% variations of the value of the contract.

7. The petitioners exceeds the same and as such they are claiming that application of parameters as are applied to other similarly placed tenderers/ candidates, who are benefited. Hence it is claimed that same yardstick should also be applied to the petitioners' case.

8. We are afraid that such claim cannot be granted to the petitioners particularly when they are carving out their claim under contractual obligations. The circumstances under which alleged claim of other contractors was granted can't be equated with that of claim of the petitioners as conditions of contract are not known in such cases.

9. In our opinion, the petitioners have a remedy of approaching the competent Civil Court for claiming damages. That being so, we restrain ourselves from causing interference in extra ordinary jurisdiction.

10. The writ petition stands dismissed with liberty as observed hereinabove. No orders as to costs.

(ABHAY J. MANTRI, J.)

(NITIN W. SAMBRE, J.)

Andurkar.