

Writ Petition No.3180 of 2024

Office Notes, Office Memoranda of Coram, appearances, Court's orders of directions Registrar's orders.	Court's or Judge's order
--	--------------------------

Shri Dhiraj Ailani, Counsel for Respondent Nos.2 and 3.

DATE : SEPTEMBER 05, 2024

1. Heard.
2. Pursuant to an E-Tender Notice issued by the respondent No.2 for allocation of the fishing rights for a period of five years, i.e. from 2023 to 2028 in the Pench Reservoir, the petitioner came up as successful bidder, as a sequel of which an allotment letter dated April 21, 2023 came to be issued. An agreement accordingly was executed on April 25, 2023 between the petitioner and the respondent No.2 to above effect.
3. In view of the order of allotment and the agreement referred to above, the respondent No.3 claimed to have handed over the Pench Reservoir for exercising the fishing rights under the agreement on April 27, 2023.
4. It is claimed that on the directions of the Deputy Chief Minister, the execution of the aforesaid contract came to be stayed, as a sequel of which, the respondent No.4 passed the impugned order of stay dated July 06, 2023, which led to filing of the present petition.

5. Along with a covering letter dated September 04, 2024 issued by the Government of Maharashtra, Department of Animal Husbandry, Dairy Development and Fisheries, under the signature of its Deputy Secretary, a copy of the communication addressed by the State Government to the Managing Director, Maharashtra Fisheries Development Corporation, Mumbai, i.e. the respondent No.2, is annexed, thereby informing that the stay ordered to the tender process on July 06, 2023 by the State Government's communication is cancelled.
6. Both these communications are placed on record by the learned Assistant Government Pleader, which are marked 'X' and 'Y' for identification respectively.
7. In view of the above decision communicated and placed on record, the issue sought to be canvassed stood redressed to the extent of the contract of the petitioner being revived.
8. So far as the claim of the petitioner for adjustment of the period for which he was unable to carry out fishing activity because of the stay order and/or for the adjustment of the contractual amount, which is already paid by the petitioner for such period, if so requested by the petitioner, we direct the respondents to consider the same for adjusting the said contractual amount to be receivable from the petitioner for the next year.
9. The petition stands disposed of in above terms.

(ABHAY J. MANTRI, J.)

(NITIN W. SAMBRE, J.)