



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

930 WRIT PETITION NO. 6942 OF 2025

The Village Panchayat Gundewadi Through It's Sarpanch

VERSUS

The Executive Director CGD Indian Oil Corporation Limited And Others

...

Mr. Aniruddha A. Nimbalkar, Advocate for the Petitioner

Mr. S. V. Hange, AGP for Respondents State

Mr. Anand P. Bhandari, Advocate for Respondent Nos. 1 and 2

Mr. S. R. Yadav-Lonikar, Advocate for Respondent Nos. 4 and 5

CORAM : RAVINDRA V. GHUGE &
Y. G. KHOBRADE, JJ.

DATE : 26th June, 2025

ORDER:

1. This Petition was moved in vacation on 2nd June, 2025. The learned Vacation Court issued notice, returnable on 16.06.2025. On the next day (3rd June, 2025), the Petitioner moved a motion orally indicating urgency, without notice to the Respondents. The matter was taken on Board. The contesting Respondent was not even served.

2. A public project undertaken by the Indian Oil Corporation for a major gas pipeline, was stayed by the interim order of this Court dated 3rd June, 2025 on the ground that if the laying of the gas pipeline is continued, it would cause inconvenience to the public at large due to excavation adjacent to the residential houses of village Gundewadi.

3. We have heard the learned Advocates for the Petitioner and the Company. Since the learned Advocate Shri Yadav-Lonikar is on the Panel of Jalna Zilla Parishad and considering the urgency in the matter, we requested him to assist the Court. He has, therefore, caused his appearance on behalf of the Zilla Parishad.

4. After extensively hearing this matter, we find that the Petition is filed purely on apprehension, surmises and conjectures, which can be summarized as under:-

- (a) Gas pipeline is being laid besides the road in between residences and the road shoulders.
- (b) Since this is a high pressure gas pipeline, in future, there may be an accident. An alternative road may be searched by the Company and the present path of laying the pipeline may be deviated and turned in a different direction.
- (c) Prior permission of the Grampanchayat was not taken.
- (d) Rs. 41.43 lakhs were paid by the Company to the Zilla Parishad towards the repair expenses for restoring the status of the Kaccha road or Pucca road or concrete road etc. as would be assessed and quantified by the Zilla Parishad.
- (e) Compensation amount is not paid to the Village Panchayat.
- (f) Beyond the permission granted to the Company, they are illegally excavating the land and illegally laying down pipelines beyond 1.7 kms. of the permission granted.

(g) Loss is caused to the Gampanchayat by the excavation.

5. We find from the pleadings in the Petition, that there is no averment as regards act of the Company of purportedly digging illegally and illegally laying of the pipeline. There are no pleadings that it was the Village Panchayat which spent money from it's pocket and laid concrete road or the paver blocks or the Pucca road, etc. Now the Petitioner Sarpanch present in the Court, has instructed the learned Advocate for the Petitioner to state that the development works in the village were with the funds of the Central Government or the State Government through the Zilla Parishad and the Village Panchayat had never used it's fund.

6. Considering the law laid down by the Hon'ble Supreme Court in *Mahadeo Savlaram Shelke & Ors. V/s. Pune Municipal Corporation & Anr., 1995 (3) SCC 33* and *Shiv Kumar Chadha V/s. Municipal Corporation of Delhi, (1993) 3 SCC 161*, public projects are not to be interfered with unless there is a gross and glaring illegality which is pointed with substantiation.

7. A public project cannot be stayed on conjunctures or surmises or apprehension. No development in this country would take place if water or sewage or gas pipelines are to not to be laid underground,

because every person, who has a dwelling, objects to the laying of such pipelines, development projects on the ground of some inconvenience to the residents and people residing in the said areas. After such projects are completed, the original condition of the road or the paver blocks, footpaths, etc. as the case may be, have to be restored. If the trees are required to be uprooted for the widening of the road, the project entails plantation of the trees more in number than the trees which have been chopped down or uprooted.

8. We have perused the order dated 26.03.2025 passed by the Executive Engineer (Construction), Zilla Parishad, Jalna. 10 conditions are imposed on the Company, which reads as under:-

" सदरिल संचिकेची वरिल कार्यवाही पूर्ण झाली आसल्यामुळे, विषयांकित प्रसतावास सर्व साधारण सभेचा मान्यते नुसार तसेच कार्यकारी अभियंता (प्रमंग्रासयो) महाराष्ट्र ग्रामीण रस्ते विकास संस्था, जालना यांनी सुचीत केलेल्या खालिल अटी व शर्तीस अधीन राहुन, मा. अतिरिक्त मुख्यकार्यकारी अधिकारी, जिल्हा परिषद, जालना याच्या स्वाक्षरिने अंतिम परवाणगी देण्यात येत आहे.

१. रस्त्याच्या उपलब्ध असलेल्या मोकळ्या जागेमध्ये पाईपलाईन बसविण्याचे काम हे पंखेभरावाची रुंदी सोडुन नालीकामाध्ये करण्यात यावे.

2. सदरील कामामुळे भविष्यात एखादा अपघात व दुर्घटना झाल्यास त्याची सर्वस्वी जबाबदारी कंपनीची राहिल.

3. काम प्रगतीत असताना म.ग्रा.र.वि.सं. जालना व बां.वि.जि.प. जालना अधिका-यांच्या संपर्कात राहून काम पुर्ण करण्यात यावे.

४. परवानगी प्राप्त झाल्यानंतर अर्जदाराने गॅस पाईपलाईन टाकतांना वाहतुकीस अडथळा / गैर सोय होणार नाही याची संबंधित कंपनीने दक्षता घ्यावी.

५. संबंधित कंपनीने सदर काम करतांना रस्त्याच्या लगत धार्मिक स्थळे व स्माशानस्थळे यांचे बाबतीत आपल्या स्वतःच्या जोखमदारीवर विषेश काळजी घेऊन काम करावे. या बाबत उद्भवणा-या प्रकरणाची सर्वस्वी जबाबदारी परवानाधारकांची राहिल.

६. संबंधित कंपनीने गॅस पाईपलाईन टाकतांनी वरील संदर्भीय क्र.२ शासन निर्णय परिपत्रकातील तसेच वेळोवेळी निर्गमित होणा-या शासन परिपत्रक / शासन निर्णयाच्या अटि व शर्तीच्या पुर्तता करणे संबंधीत कंपनीस बंधनकारक राहिल.

७. गॅस पाईपलाईन चे काम करीत असतांना रस्त्याच्या बाजूस अस्तित्वात असलेल्या झाडांना इजा होणार नाही यांची काळजी कटाकक्षाने काळजी घ्यावी. अपरिहार्य कारणास्तव झाडे तोडण्याची आवश्यकता भासल्यास या साठी संबंधीत सक्षम प्राधिकरणाची पूर्व परवानगी घेणे बंधनकारक राहिल. तसेच तोडावयाच्या झाडांच्या ५ पटीने झाडांची रोपांची लागवड करणे व त्याची किमान एक वर्ष निगा राखणे संबंधीत परवानगी धारकास बंधन कारक राहिल.

८. गॅस पाईपलाईन चे काम व रस्ता खोदून पुर्ववत करण्याच्या कामा संबंधीत उप अभियंता (बांधकाम) जिल्हा परिषद उप विभाग, जालना, यांच्या नियंत्रणाखाली / देखरेखीत राहील. आकस्मीक परिस्थितीमध्ये गॅस पाईपलाईन चे काम थांबविण्याचे हक्क जि.प. जालना नी राखून ठेवले आहे.

१०. भविष्य काळात सदर गॅस पाईपलाईन खराब होऊन नागरी वसाहतीस धोका उत्पन्न झाल्यास यांची कायदेशिर नुकसान भरपाईची जबाबदारी आपल्या कंपनीवर राहील. मा. प्रशासक यांच्या मान्यतेनुसार."

9. The apprehensions voiced by the Petitioner are clearly answered and taken care of in all these conditions. Each of the conditions, if read carefully, would indicate that whatever apprehension the Petitioner has in his mind, including the apprehension that whether there would be any accident due to the gas pipeline, is also taken care of. The pipe is being laid 1.2 meters below the ground. In advance, the Company has deposited Rs.41.43 lakhs with the Zilla Parishad to absorb the costs of restoring the Kaccha road, Pucca road or paver blocks etc. to their original conditions.

10. Though there are hardly any pleadings in the Petition, on the points which have been canvassed by the learned Advocate for the Petitioners, we have still entertained the submissions and we find that

every aspect is answered in the conditions imposed by the Zilla Parishad on the Company.

11. A communication of the Executive Engineer addressed to the Deputy Engineer (Construction) of the Sub Division, Jalna, dated 22.05.2025, would also indicate that the Zilla Parishad is monitoring the project and keeping a vigil on the nature of work being done to watch whether the conditions imposed are strictly followed or not. While doing so, the Deputy Engineer is called upon to assess whether any further damage is caused, either to the water connection pipeline/ sewage pipeline or the light poles or the cement poles or the paver blocks. He is directed to make an assessment of the costs for repairs in the eventuality of any of these facilities being damaged.

12. In view of the above, we find that this Petition is filed purely on apprehension. Before any damage is caused, the Petition is filed through the Sarpanch voicing apprehensions. Hence, we make it clear that if any of the facilities are disturbed and which are beyond the scope of the deposit amount of Rs.41.43 lakhs, under the directions of the Zilla Parishad, an assessment would be made and would be got verified from the Company and the amount, if any, would be taxed to the Company by ensuring that the said funds are delivered to the

authority who had spent the funds on such facilities. In short, such amount would not be handed over either to the Sarpanch or to the Village Panchayat. It will be spent by the appropriate authority of the Zilla Parishad, keeping in view, the authority, which generated the funds for providing such facility.

13. **This Petition is dismissed.**

14. The learned Advocate for the Petitioner prays that costs may not be imposed on the Petitioner. In view of the said request, no cost.

15. The parties need not wait till this order is uploaded on the official website. They shall act on this order, since it is dictated in the open court.

(Y. G. KHOBRAGADE, J.)

(RAVINDRA V. GHUGE, J.)

JPChavan