



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 7466 OF 2025

Shri Ramesh Navnath Kokate,
Age : 38 years, Occu. : Contractor,
R/o. Nipani, Tq. Bhoom,
Dist. (Osmanabad) Dharashiv

.. Petitioner

Versus

- 1] The Zilla Parishad,
Osmanabad (Dharashiv),
Through its Chief Executive Officer
- 2] The Chief Executive Officer,

...
Advocate for the petitioner : Mr. V.D. Salunke
Advocate for the respondent nos. 1 to 3 : Mr. S.B. Ghute
Advocate for respondent no. 4 : Mr. Vinod Patil
...

CORAM : **MANISH PITALE &
Y.G. KHOBRAGADE, JJ.**

DATE : **01 AUGUST 2025**

JUDGMENT (PER – MANISH PITALE, J.) :

Rule. Rule is made returnable forthwith. Heard learned counsel for the parties finally, at the stage of admission.

2. The petitioner is a civil contractor and this is the third occasion on which the petitioner has approached this Court, alleging arbitrariness and high-handedness against the respondents, particularly, the respondent – Zilla Parishad authorities.

3. In this petition, the petitioner has challenged the resolution no. 02 dated 15.05.2025 passed by the respondent – Zilla Parishad, Dharashiv, whereby, a decision was taken not to permit the petitioner to complete the 11 work orders issued in his favour concerning the work of Rural Water Supply and to call for fresh tenders in respect of the incomplete works. Consequently, the petitioner has also challenged the tender notice dated 10.06.2025 issued by the respondent – Zilla Parishad.

4. On 25.06.2025, this Court directed that any development that would take place during the pendency of the petition, would be subject to the result of the same and in the event, the work orders are issued by the respondent – Zilla Parishad, only on the said ground, the petitioner would not be non-suited and no equities would be created in favour of the parties who receive such work orders. Thereafter, the pleadings were completed and the petition has come up for consideration.

5. The sequence of events leading to filing of the present petition started with a complaint submitted by one D.S. Gitte, an ex-member of the respondent – Zilla Parishad in March – 2023, alleging that the respondent – Zilla Parishad had issued licence to the petitioner for award of civil contracts, on the basis of bogus documents. At the center of the controversy, was a document dated 18.07.2022 bearing

the title 'Work Done and Work in Hand Certificate', purportedly issued by the District Water Conservation Officer of the respondent – Zilla Parishad. On 20.07.2023, Sub Divisional Engineer of the respondent - Zilla Parishad sent a communication to the said complainant, stating that the said certificate dated 18.07.2022 appeared to be bogus. On 22.02.2023, the District Water Conservation Officer who had purportedly issued the said certificate, sent a communication to the said complainant, observing that the amount stated in the said certificate pertaining to work of the year 2019-20 was never proposed and that, therefore, the certificate appeared to be bogus.

6. In this backdrop, the respondent – Zilla Parishad constituted a three member enquiry committee on 24.03.2023, wherein the Additional Chief Executive Officer of the respondent – Zilla Parishad was the Chairman and the Sub Divisional Engineer, as also the Accounts Officer, Class – II were the members. On 05.04.2023, the said committee issued notice to the petitioner, calling upon him to respond to the complaint and to the allegation that the afore-mentioned bogus certificate was used by the respondent to secure works and work orders from the respondent – Zilla Parishad. On the basis of the enquiry conducted by the said three member committee, on 09.06.2023, the committee submitted its report to the respondent – Chief Executive Officer of the Zilla Parishad. One of the issues

concerned the alleged bogus nature of the said certificate dated 18.07.2022. The committee referred to the documents that came on record during the course of enquiry, including the letter dated 04.08.2023 sent by the District Water Conservation Officer, wherein it was stated that the said certificate was bogus and it was never issued by the said officer. On this basis, findings were rendered against the petitioner in that regard.

7. On the basis of the said enquiry committee report, on 26.06.2023, the Additional Chief Executive Officer of the respondent – Zilla Parishad cancelled the licence issued in favour of the petitioner concerning the civil contracts of the Zilla Parishad. The petitioner raised a grievance about the same and subsequently, on 13.09.2023, the Additional Chief Executive Officer of the respondent – Zilla Parishad partly modified the said order and instead suspended / cancelled the licence of the petitioner only for a period of 1 year from 26.06.2023 to 25.06.2024.

8. Aggrieved by the same, the petitioner filed an appeal before the Chief Executive Officer of the respondent – Zilla Parishad. On 19.10.2023, the Chief Executive Officer observed that the appeal had been already preferred by the petitioner, which had been decided, thereby, modifying the earlier order and, therefore, the second appeal filed by the petitioner could not be entertained. Aggrieved by the said

decision of the Chief Executive Officer of the respondent – Zilla Parishad, the petitioner filed writ petition no. 14375 of 2023. By the order dated 10.11.2023, the said writ petition was partly allowed. It was recorded that the impugned order dated 19.10.2023 was withdrawn and the proceedings were restored to file. Directions were issued for a reasoned order to be passed on the appeal of the petitioner.

9. Thereafter, the petitioner was granted hearing and by order dated 12.12.2023, the Chief Executive Officer passed an order holding that since the aforesaid certificate issued in favour of the petitioner concerning the works done and works in hand, was found to be a false and bogus document, the order suspending / cancelling the licence of the petitioner for a period of 1 year was confirmed. A further direction was given to conduct enquiry against the responsible officers in the matter.

10. Aggrieved by the said order passed in appeal, the petitioner filed writ petition no. 901 of 2024 before this Court. On 08.04.2025, the petition was heard at length. At that stage, a statement was made on behalf of the respondent – Zilla Parishad that if the petitioner submitted an application before the Chief Executive Officer with a list of the incomplete works, a decision could be taken on the question as to whether the incomplete works could be completed by the petitioner within a reasonable period of time. This Court

disposed of the writ petition as well as the pending civil applications on the basis of the said statement, further observing that the Chief Executive Officer was expected to take a decision based on the rules and regulations and it was further observed that the period of contract would necessarily get extended to the extent of the time spent in the litigation.

11. It is in the context of the said order that the respondent – Zilla Parishad again referred the matter to the three member committee and on 30.04.2025, the committee found that the petitioner had obtained work order nos. 6 to 10 on the basis of the aforesaid bogus certificate. It was also found that some of the works were not even started by the petitioner.

12. On 15.05.2025, the respondent – Zilla Parishad considered the Agenda Item pertaining to the petitioner on the question as to whether he could be permitted to complete the 11 works that were initially awarded to him before the licence was suspended / cancelled for a period of 1 year. Resolution no. 02 passed on 15.05.2025 recorded the status of 11 works. Thereupon, reference was made to the aforesaid bogus certificate. The respondent – Zilla Parishad then made reference to the order passed by this Court on 08.04.2025 in writ petition no. 901 of 2024. It was eventually decided that the petitioner should not be allowed to complete the works and that fresh tenders

ought to be invited. As noted herein-above, the petitioner filed the present writ petition aggrieved by the said resolution no. 02 dated 15.05.2025.

13. Mr. V.D. Salunke, learned counsel appearing for the petitioner submitted that the impugned resolution is unsustainable for the reason that it is based on the very same allegation of alleged bogus certificate obtained by the petitioner and the resolution does not abide by direction and the expectation expressed by this Court in the order dated 08.04.2025, disposing of writ petition no. 901 of 2024. It was submitted that when the said writ petition was disposed of, the petitioner had relied upon circular no. 228 dated 16.01.2020, issued by the respondent no. 4 – Maharashtra Jeevan Pradhikaran (hereinafter referred to as '**MJP**'). As per the said circular even if the registration of a contractor is cancelled or its name is black-listed, the works awarded to such a contractor are necessarily required to be completed by the said contractor. On this basis, it was submitted that even if the order cancelling the licence of the petitioner was to be suspended, he could not be prevented from completing the 11 work orders issued to him. It was submitted that this very argument led to the order dated 08.04.2025 passed in writ petition no. 901 of 2024. Hence, respondent – Zilla Parishad did not have the option of not permitting the petitioner

to complete the 11 work orders, particularly in the light of the aforesaid circular of the MJP.

14. It was further submitted that even the allegation of issuance of bogus certificate against the petitioner was of no consequence, for the reason that the figures mentioned in the said certificates with regard to a particular work was an error committed by the concerned officer, for which the petitioner could certainly be not penalized. It was submitted that entry no. 2 in the said certificate dated 18.07.2022 issued by the District Water Conservation Officer referred to an agreement dated 25.10.2019 but the amount in the tender was erroneously mentioned and although it was still a work in hand, in the remarks column, the officer erroneously recorded the work as 'work completed'. This was the error committed by the concerned officer and, therefore, the petitioner could not be held responsible for the same. As regards the works remaining incomplete or some of the works not even starting, it was submitted that as controversy had arisen between the petitioner and the respondent – Zilla Parishad, instructions were issued to stop work due to which there could be no progress in the said works. It was submitted that the respondent – Zilla Parishad at every stage had acted in most high-handed and arbitrary manner at the behest of the complainant, who himself has a number of criminal cases registered against him. It was submitted that the

respondent – Zilla Parishad could not have passed the impugned resolution, which deserves to be set aside and the petitioner ought to be granted opportunity to complete the said 11 works which were awarded to him.

15. On the other hand, Mr. S.B. Ghute, learned counsel appearing for respondent nos. 1 to 3 i.e. the Zilla Parishad authorities submitted that the Zilla Parishad was well within its authority to pass the impugned resolution and that the direction issued by this Court and the order dated 08.04.2025 in writ petition no. 901 of 2024, were scrupulously followed. It was emphasized that the aforesaid circular of MJP cannot apply to the order suspending / cancelling the licence of the petitioner, for the reason that the petitioner was never registered with the MJP as a contractor and licence was also not issued by the MJP. It was also brought to the notice of this Court that the Rural Water Supply scheme is being implemented as per the Government Resolution dated 10.03.2021, which specifies the authorities that would issue tenders for the works. Clause 4 of the said Government Resolution specifically provides that for contracts up to Rs.15,00,000/-, the Gram Panchayat is the authority for issuing tenders and receiving bids, for contracts between Rs.15,00,000/- and Rs.5,00,00,000/-, it is the Chief Executive Officer of the Zilla Parishad and only for the contracts above Rs.5,00,00,000/-, is the MJP the concerned authority.

Since the projects in the present petition are worth more than Rs.15,00,000/- and less than Rs.5,00,00,000/-, only the Chief Executive Officer of the respondent – Zilla Parishad is the concerned authority, thereby further indicating that MJP has no role and the said circular of the MJP obviously does not apply.

16. Apart from this, learned counsel appearing for respondent nos. 1 to 3 invited attention of this Court to a number of documents on record, including the tender notices, the terms and conditions of the work orders and the reminder letters and the communications issued to the petitioner, to demonstrate that the works were to be executed within a specific period of time and that the petitioner had failed on all counts in that regard. On this basis, the impugned action was sought to be justified. It was submitted that this Court may not show any indulgence to such a petitioner who had indulged in fabricating document to obtain contracts and that the writ petition deserved to be dismissed.

17. This Court has considered the rival submissions in the light of the documents and material placed on record. The emphasis of the petitioner in this petition is on a perceived right to complete the 11 works / contracts awarded to him by the respondent – Zilla Parishad. It is emphasized that the order dated 08.04.2025 in writ petition no. 901 of 2024 was passed by this Court, after hearing the parties at length in the backdrop of the aforesaid circular no. 228 of the MJP, which left no

scope for the respondent – Zilla Parishad to refuse completion of such works by the petitioner. We find that the said contention is based on the right claimed by the petitioner under the aforesaid circular issued by the MJP.

18. We have perused the aforesaid circular no. 228 dated 16.01.2020 issued by the MJP. In clause (C)(1) and (2), the circular stipulates that even if the registration of a contractor is cancelled, or it is black- listed, the works left incomplete, are required to be got done from such a contractor.

19. We find that the very applicability of the said circular becomes the central issue for the petitioner to raise any claim in that regard. The petitioner is a registered contractor of the respondent – Zilla Parishad and he was issued a licence for civil contracts. It is an admitted position that the petitioner is not a registered contractor with the MJP. Therefore, there is no question of the petitioner claiming benefit of clause (C)(1) and (2) of the circular no.228 dated 16.01.2020, issued by the MJP. Apart from this, Government Resolution dated 10.03.2021, at clause (4), clearly provides that MJP would be the concerned authority for implementation of Rural Water Supply Scheme and the works thereunder, if the work exceeds an amount of Rs.5 Crores.

20. It is again an admitted position that in the present case, Rural Water Supply Scheme is being implemented only by the respondent – Zilla Parishad, as the works in question are worth more than Rs.15 Lakhs but less than Rs. 5 Crores. Thus, it is only the respondent – Zilla Parishad that is authorized to issue tender notices and accept bids as also to award works and contracts pertaining to implementation of the Rural Water Supply Scheme. MJP has no role in the matter.

21. Therefore, we find that the circular no. 228 dated 16.01.2020 issued by the respondent – MJP has no application in the facts of the present case and, therefore, the petitioner can not claim the benefit of the same to contend that even if his licence stood suspended / cancelled for a period of 1 year, he was entitled to complete the works awarded to him by the respondent – Zilla Parishad. The contentions raised on behalf of the respondent nos. 1 to 3 in this regard are accepted.

22. We also find substance in the contention raised on behalf of the said respondents with regard to the finding rendered against the petitioner in respect of the said work done and work in hand certificate dated 18.07.2022, purportedly issued by the District Water Conservation Officer. The finding rendered by the three member enquiry committee, particularly with reference to letters received from

the office that had purportedly issued the said certificate, show that the said certificate itself was found to be bogus and fabricated. The petitioner has failed to dislodge such finding on any cogent material. In fact, the letters and communications on record, which the three member committee took into consideration, demonstrate that no such certificate was issued by the concerned officer or office and, yet, such a document was used by the petitioner while securing the contracts and works from the respondent – Zilla Parishad. It is in this backdrop, that the aforesaid order suspending / cancelling the licence of the petitioner for one year was issued by the respondent – Zilla Parishad.

23. The documents on record further show that the work orders issued to the petitioner specify the time periods within which the works had to be completed. This included the time periods of up to 15 months. The work orders specified that the work had to be started immediately upon receipt of such work orders.

24. The agreements executed for issuance of the work orders also specified that the terms and conditions of the tender notice were to be scrupulously followed by the petitioner. The tender notice also specified that the work would have to be commenced immediately upon the work order being issued and upon completion of the scheme, it would be successfully operated for a period of one year and, thereafter, it would be handed over to the respective Gram Panchayats.

It is to be noted that the work orders concern implementation of the Rural Water Supply Scheme, which is a crucial development project for uninterrupted supply of water to the rural area.

25. In this context when the impugned resolution no. 02 dated 15.05.2025 is perused, it is found that a table giving details of all the 11 work orders is incorporated therein. It shows that as regards work orders at serial nos. 6, 7, 9, 10 and 11, the petitioner did not even start the work, although it was stipulated in the tender notice, the agreements as also the work orders that the work had to be started immediately upon issuance of the work orders. We do not find any substance in the contention raised on behalf of the petitioner that the work could not be started because of the controversy that erupted between the petitioner and the respondent - Zilla Parishad.

26. Thus, there is substance in the contention raised on behalf of the respondent - Zilla Parishad that apart from the fact finding of the three member enquiry committee that the petitioner relied upon the aforesaid bogus certificate for obtaining work orders, the track record of the petitioner in the context of starting and completing the works was also found to be dismal and hence, no relief can be granted to the petitioner.

27. In any case, the basic argument of the petitioner that circular no. 228 dated 16.01.2020 issued by the MJP inures to his benefit, is found to be without any substance at all. Therefore, he cannot claim that despite his licence being suspended / cancelled for a period of one year, he would be entitled to complete the remaining portion of the 11 works in respect of which work orders were issued in his favour. The respondent - Zilla Parishad was justified in issuing fresh tender notice in terms of the impugned resolution no. 02 dated 15.05.2025, so as to ensure that the aforesaid development work pertaining to the Rural Water Supply Scheme is completed at the earliest.

28. In view of the above, this Court finds no substance in the present writ petition. Accordingly, it is dismissed.

29. Interim order dated 25.06.2025 is vacated. Pending applications, if any, also stand disposed of.

30. Rule stands discharged.

[Y.G. KHOBRAGADE]
JUDGE

[MANISH PITALE]
JUDGE

arp/