



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION**

**WRIT PETITION NO.17565 OF 2024**

Kumar Enterprises through  
Proprietor Rajkumar Pralhad Mane **...Petitioner**

**V/s.**

State of Maharashtra and Ors. **...Respondents**

**WITH  
WRIT PETITION NO.18955 OF 2024**

Kumar Enterprises through  
Proprietor Rajkumar Pralhad Mane **...Petitioner**

**V/s.**

Kalyan Dombivili Municipal  
Corporation through Municipal  
Commissioner and Anr. **...Respondents**

**Mr. Pradeep Mishra** *for the Petitioner in both the Petitions.*

**Mr. Sandeep D. Shinde** *for Respondent Nos.1 and 2 in  
WP/18955/2024 and for Respondent Nos.2 and 3 in  
WP/17565/2024..*

**Mr. S.P. Kamble, AGP** *for Respondent No.1-State in  
WP/17565/2024.*

**CORAM: ALOK ARADHE, CJ. &**

**SANDEEP V. MARNE, J.**

**Dated: 2 JULY 2025.**

**Order** (PER: SANDEEP V. MARNE, J.)

1. In Writ Petition No.18955 of 2024, Petitioner has challenged letter dated 23 September 2024 calling upon the Petitioner to show cause as to why the contract awarded to it should not be cancelled and why amount due to the Respondent-Kalyan Dombivli Municipal Corporation (**KDMC**) should not be recovered from the Petitioner.

2. It appears that after filing of the present Petition, show cause notice has been acted upon and termination order dated 12 December 2024 is passed. Petitioner has not challenged the order dated 12 December 2024 to the extent of termination of the contract. The said order dated 12 December 2024 is challenged in Writ Petition No.2368 of 2025, to the limited extent of blacklisting of the Petitioner. Thus, there is no challenge on the part of the Petitioner to order dated 12 December 2024 cancelling the contract. In that view of the matter the prayer of the Petitioner challenging the show cause notice dated 23 September 2024 has clearly become infructuous. Petitioner has not amended the Petition so as to challenge termination order dated 12 December 2024.

3. Even otherwise, this Court in summary jurisdiction under Article 226 of the Constitution of India, cannot go into the disputed questions of fact. Petitioner's contract is cancelled by

levelling allegations of breaches by recording findings of breaches committed by the Petitioner. Whether breaches are indeed committed or not are questions of fact, which would require leading of evidence. Therefore, even if Petitioner was to challenge termination order dated 12 December 2024 in the present petition, it would not have been possible for this Court to decide the issue of termination of contract in the present Petition. Petitioner needs to adopt appropriate remedy of filing Civil Suit challenging termination order and seek damages from Respondent -KDMC.

4. Reserving the liberty to the Petitioner to file a Civil Suit challenging termination order dated 12 December 2024, Writ Petition No.18955 of 2024 is **disposed** of.

5. Writ Petition No.17565 of 2024 is filed challenging the Request For Proposal (**RFP**) dated 12 October 2024 issued by Respondent -KDMC for awarding the work of operation of parking building on 'Pay and Park' basis. The impugned RFP has been issued in pursuance of cancellation of contract awarded to the Petitioner by order dated 12 December 2024. Since this Court has granted liberty to the Petitioner to question termination of the contract by filing Suit, the prayer made in the present Petition for challenging the RFP cannot be granted. Issuance of RFP is consequential to termination of Petitioner's contract. So long as termination action is not set aside, KDMC cannot be restrained from appointing a new contractor to perform the work

of operation of the parking building on 'Pay and Park' basis. We are therefore not inclined to entertain the present Petition and the same is accordingly **disposed** of.

**[SANDEEP V. MARNE, J.]**

**[CHIEF JUSTICE]**