

Jvs.

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

WRIT PETITION NO. 5194 OF 2025

Arvind Construction Co.	}	Petitioner
versus		
Government of Maharashtra & Ors.	}	Respondents

**WITH
WRIT PETITION NO. 5195 OF 2025**

Arvind Construction Co.	}	Petitioner
versus		
Government of Maharashtra & Ors.	}	Respondents

Mr. Ravi Jadhav with Mr. Vignesh Ashokan
i/b. Mr. Sachin H. Deokar for petitioner in
both petitions.

Mr. O. A. Chandurkar, Additional
Government Pleader with Ms. Tanu N.
Bhatia, AGP for respondents 1, 2 & 3 in
WP/5194/2025 and for respondents 1 & 2
in WP/5195/2025.

**CORAM: ALOK ARADHE, CJ. &
SANDEEP V. MARNE, J.**

DATE: JULY 1, 2025

ORDER: (Per Chief Justice)

- 1.** Heard learned counsel for the parties.
- 2.** Rule. Rule is made returnable forthwith. With consent of learned counsel for the parties, heard finally.
- 3.** In these writ petitions, the petitioner has assailed the validity of the order dated 20th February 2025 passed by the

District Collector, Pune, by which the work order issued in favour of the petitioner for construction of protection wall for existing Ghat at Shrikshetra Nira-Narsinhpur, Taluka Indapur, District Pune has been cancelled.

4. Facts giving rise to filing of these petitions, briefly stated, are that Tender No. 08 for 2017-18 and Tender No. 07 for 2017-18 were floated by the Executive Engineer, Bhima Irrigation Division, Pandharpur for construction of protection wall for existing Ghat at Shrikshetra Nira-Narsinhpur, Taluka Indapur, District Pune. The petitioner responded to the aforesaid notice inviting tenders and was awarded the contract and an agreement was executed between the parties on 16th September 2018. The petitioner did not complete the work awarded to it within the prescribed time limit. Thereupon, five opportunities were granted to the petitioner to complete the construction work. Thereafter, the time was extended up to 31st May 2024. The petitioner did not complete the work allotted to it even within the extended time limit up to 31st May 2024. Thereupon, the work orders issued in favour of the petitioner have been cancelled. Hence these petitions.

5. Learned counsel for the petitioner submitted that the petitioner was not responsible for the delay and the respondents ought to have granted one more opportunity to the petitioner to complete the work.

6. We have considered the submissions made by learned counsel for the petitioner and perused the record.

7. The petitioner was awarded the contract in the year 2018. For various reasons, the petitioner did not complete the work

within the time stipulated in the contract, therefore, on five occasions, the time for completion of the work was extended and thereafter, the petitioner was asked to complete the work up to 31st May 2024. The petitioner did not complete the work even within the extended time limit. Therefore, the Collector, by an order dated 20th February 2025, has terminated the contract awarded to the petitioner.

8. The issue as to whether or not the petitioner was responsible for delay in execution of the work is a question of fact, which cannot be gone into in summary proceedings under Article 226 of the Constitution of India. We are, therefore, in the facts and circumstances of the present case, not inclined to interfere with the impugned decision.

9. Accordingly, the writ petitions are dismissed with liberty to the petitioner to take recourse to remedy as may be available to it in law with regard to its grievance.

(SANDEEP V. MARNE, J.)

(CHIEF JUSTICE)