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

**WRIT PETITION NO. 9920 OF 2025**

M/s. Mayurdwaj Construction through  
its Partner P.P. Yende

... Petitioner

**V/s.**

The State of Maharashtra through its  
Secretary and Ors.

... Respondents

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Mr. Nitin Gaware Patil with Mr. Jay Salunke for the Petitioner  
Ms. Neha S. Bhide, G.P. with Mr.O.A. Chandurkar, Addl.G.P. with Ms. G.R.  
Raghuwanshi, AGP for the Respondent - State

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

**DATE : 21 JULY 2025**

**Oral Order (Per Chief Justice) :**

1. In this Writ Petition, the Petitioner seeks to quash and set aside the Re-tender notice dated 10 July 2025 issued by Respondent Nos. 2 and 3 in relation to work of Tapwater connection project at Village Barwai, Taluka Panvel, District Raigad.

2. Taking into account the order which this Court proposes to pass, it is not necessary to hear the Respondent – Zilla Parishad.

3. Facts giving rise to filing of this Petition briefly stated are that the Chief Executive Officer, Zilla Parishad, Panvel had issued an e-tender on 23 October 2023 under the Jal Jeevan Mission inviting bids for 15 villages for the work of Tapwater connection project. The Petitioner submitted his online bid in the tender and was declared L1 bidder for Village - Barwai, Taluka - Panvel, District - Raigad. Thereupon, a work order was issued on 17 November 2023 in his favour.

4. According to the Petitioner, he has substantially completed the work. However, the work awarded to the Petitioner was cancelled on 30 June 2025 on the ground that the Petitioner has failed to complete the work awarded to him within the time limit. Thereafter, a fresh tender was issued on 10 July 2025. Hence, this Petition.

5. The learned Counsel for the Petitioner submits that the action of the Respondents in terminating the contract awarded to the Petitioner is *per se* arbitrary as the Chief Executive Officer, Zilla Parishad, Panvel ought to have appreciated that the Petitioner could not complete the work within the stipulated time due to reasons beyond his control. It is further submitted that even though the Petitioner has completed the substantial work, yet the fresh tender has been invited in respect of the entire work, of which substantial part of the work has already completed.

6. We have considered the submissions made by the learned Counsel for the parties.

7. The validity of the action of the Respondents in terminating the contract of the Petitioner depends on adjudication of disputed questions of fact which cannot be made in a Petition under Article 226 of the Constitution of India. Therefore, we relegate the Petitioner to take recourse to such appropriate remedy as may be available to him in law.

8. However, in the peculiar facts and circumstances of the case, it is directed that the Chief Executive Officer, Zilla Parishad, Panvel shall get the work measured in the presence of the Petitioner and shall prepare the final bill and thereafter, the fresh tender shall be issued only in respect of the balance work which is incomplete. It is made clear that this Court has not expressed any opinion on merits of the matter.

9. Accordingly, the Writ Petition is disposed of.

( SANDEEP V. MARNE, J. )

( CHIEF JUSTICE )