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

**WRIT PETITION NO. 11117 OF 2025**

Khilari Infrastructure Pvt. Ltd.

.. Petitioner

Versus

State of Maharashtra & Ors.

.. Respondents

Mr. Dormaan Dalal and Shirley Mody for petitioner.

Ms. M. P. Thakur, AGP for respondent nos.1 and 2.

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

**DATE: 21<sup>st</sup> AUGUST, 2025**

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**P.C.:**

**1.** Taking into account the nature of order which this Court proposes to pass, it is not necessary to issue notice to the respondent no.3.

**2.** In this writ petition, the petitioner, *inter alia*, seeks a direction to the Principal Secretary, Urban Development Department, Government of Maharashtra, Mantralaya, Mumbai to decide the grievance of the petitioner contained in the representations dated 30<sup>th</sup> April, 2025 and 19<sup>th</sup> June, 2025 within a period of one month.

**3.** Facts giving rise to filing of this writ petition, in nutshell, are that on 9<sup>th</sup> August, 2019, Rajgurunagar Municipal Council, Rajgurunagar, Taluka – Khed, District – Pune issued a e-tender. The petitioner was awarded the contract. According to

the petitioner, the petitioner has completed the work. However, certain amount due and payable to the petitioner under the contract has not been paid. Thereupon, the petitioner submitted a representation to the Rajgurunagar Municipal Council seeking payment. The Rajgurunagar Municipal Council vide communication dated 11<sup>th</sup> May, 2023 denied its liability to make any payment of amount to the petitioner. The petitioner, thereupon, has submitted representations dated 30<sup>th</sup> April, 2025 and 19<sup>th</sup> June, 2025 to the Principal Secretary, Urban Development Department, which has failed to evoke any response. Hence, this writ petition.

**4.** Heard the learned counsel for the parties.

**5.** The claim with regard to the payment of the amount due and payable to the petitioner has been denied by the Rajgurunagar Municipal Council. As per Clause 28 of the agreement executed between the parties, the decision which may be taken by the Principal Secretary, Urban Development Department is final and binding on both the parties. Even independently of the clauses of agreement, this Court in exercise of power under Article 226 of the Constitution of India can issue a direction to any authority to consider the grievance.

**6.** Therefore, in the facts and circumstances of the case, we deem it appropriate to direct the Principal Secretary, Urban Development Department to consider and decide the representations, dated 30<sup>th</sup> April, 2025 and 19<sup>th</sup> June, 2025, submitted by the petitioner by a speaking order within a period of two months from today.

7. It is clarified that this Court has not expressed any opinion on merits of the matter.
8. Accordingly, the writ petition is disposed of.

**(SANDEEP V. MARNE, J.)**

**(CHIEF JUSTICE)**