



IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH : NAGPUR.

WRIT PETITION NO. 717 of 2025

Ascent Bahuuddeshiya Seva Sahakari Sanstha, Nagpur vs. State of Maharashtra & ors.

Mr. Vishal Anand, Advocate for petitioner.
Mr. N. S. Rao, Assistant Government Pleader for respondent no.1.
Mr. Apurv De, Advocate for respondent nos. 2 and 3.

CORAM :- NITIN W. SAMBRE AND MRS. VRUSHALI V. JOSHI, JJ.

DATE :- 13th FEBRUARY, 2025

Heard Mr. Anand, learned counsel appearing for the petitioner.

2. The petitioner, a registered Society, was allotted work for collection of solid waste from the jurisdiction of the respondent no.2-Municipal Corporation.

3. According to Mr. Anand, the contract was entered into between the petitioner and respondent no.2- Municipal Corporation on 25.02.2022 and the work order was issued on 28.02.2022. However, after the show cause, the same was cancelled on 23.02.2023. He would claim that even if the contract was cancelled, the petitioner is entitled for refund of the earnest money/security deposit.

4. As far as the aforesaid contentions are concerned, Mr. De, learned counsel appearing for the respondent nos. 2 and 3 submits that there is no prayer to that effect in the representation moved by the petitioner to the respondent nos. 2 & 3 and as such, the petition is not maintainable.

5. In this background, we deem it appropriate to permit the respondent nos. 2 and 3 to treat the copy of the petition as representation of the petitioner and deal with prayer clause (B), which is with regard to refund of the earnest money deposit, expeditiously and in any case within a period of six weeks from today.

7. With these directions, the writ petition stands disposed of. No costs.

8. Needless to clarify that, in case, if the order is adverse to the interest of the petitioner, it is at liberty to approach afresh.

(MRS.VRUSHALI V. JOSHI, J.)

(NITIN W. SAMBRE, J.)

Andurkar.