



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

26 WRIT PETITION NO.15261 OF 2025

SANJAY NARAYANRAO INGALE

VERSUS

THE STATE OF MAHARASHTRA AND OTHERS

...

Mr. S.S. Tope, Advocate for petitioner

Mr. S.B. Narwade, AGP for State

...

CORAM : SMT. VIBHA KANKANWADI &
HITEN S. VENEGAVKAR, JJ.

DATE : 27th JANUARY, 2026

ORDER : (PER : SMT. VIBHA KANKANWADI, J.)

. Heard learned Advocate Mr. S.S. Tope for petitioner and learned AGP Mr. S.B. Narwade for State.

2 Learned Advocate for petitioner submits that as per the advertisement issued by respondent No.3 in the year 2014 petitioner had taken part in tender process for allotment of plot in Jalna city. He deposited earnest amount of Rs.4,39,000/- on 29.09.2014. He was allotted plot at

Sy.No.430 (part) and 431 (part), Station Road, Jalna by allotment letter dated 30.12.2014 admeasuring 500 sq. mtrs. and the rate was fixed at Rs.8,800/- per sq. mtr. The total cost of plot was around Rs.44,00,000/-. The petitioner was ready to pay remaining amount, however, respondent No.3 has not allotted vacant and undisputed plot to petitioner. The said plot was occupied by earlier owner and when petitioner had tried to enter the premises, the earlier owner used to use force and abuse the petitioner. By several applications petitioner had requested respondent No.3 to construct the compound wall around the said plot and give the possession of the plot without any encumbrances or disturbance. The petitioner had not paid the remaining amount. For this reason and even he had also requested respondent No.3 to return the deposited amount. But for the reason of non payment of remaining amount respondent No.3 has cancelled the allotment of said plot and also forfeited the EMD amount by impugned order dated 03.06.2020. Respondent No.3 has invited the bids for the same plot vide advertisement dated 01.06.2025 and completed the tender process on 08.07.2025. When the rights of petitioner are involved, respondent No.3 without adhering to the process cannot take such course of action. Hence, present petition.

quashing and setting aside the impugned decision dated 03.06.2020 by respondent No.3 and filed the petition on 12.11.2025. It is not the case of petitioner that he was not aware about the proposed action of respondent No.3. If we consider the impugned communication dated 03.06.2020, it makes reference to letters dated 30.12.2014, 16.03.2015, 05.05.2015 and 26.04.2016 issued by respondent No.3 to present petitioner. No doubt, the communication copies on record do show that present petitioner had made complaints to respondent No.3 as to why he is not able to proceed with the plot allotted to him. But the reasons stated could have been redressed by filing a suit at the appropriate stage / time by petitioner before the Civil Court. If a person having no interest is obstructing the lawful right or interest of the petitioner, then petitioner certainly had the right to protect his right by filing suit for injunction. There is no averment as to why such action was not taken in the year 2014 itself or thereafter till 2017.

4 Now, it is also to be noted from the pleadings of petitioner that even the advertisement was issued after cancellation of allotment of plot in favour of petitioner vide order dated 03.06.2020. The said advertisement was published on 01.06.2025 and then the entire tender proceeding has been completed on 08.07.2025; yet the present petition has been filed in November, 2025. This indicates that petitioner has allowed the time to run

against him. He has now prayed for restoration of allotment of plot in his favour. In view of cancellation, which appears to be justified and legal, there cannot be restoration. The petitioner was aware about the specific terms in the tender. The specific terms are -

“7) उच्चतम निविदाधारकास स्विकृती पत्र दिल्यानंतर त्यांनी विहीत कालावधीत रक्कमेचा भरणा न केल्यास निविदेसोबत भरलेली अनामत रक्कम जप्त करण्यात येईल.”

Even after the acceptance of tender submitted by communication dated 30.12.2014 respondent No.3 had communicated its willingness to give petitioner the said plot. In that communication also similar condition was stipulated. By further communication dated 16.03.2015 and 05.05.2015 respondent No.3 had called upon petitioner to deposit remaining amount. If we consider the communication by petitioner dated 04.02.2015, it appears that he was not even aware about where the plot is situated ? This appears that he had not even considered the location before responding the tender. When again and again he was asked by respondent No.3 to deposit the amount and he had not deposited it, there is no illegality committed by respondent No.3 for cancelling the tender.

5 Now, as regards refund of earnest money deposit is concerned, we may not enter into the disputed fact, but still we can observe that there

was a stipulation in the tender itself that if the amount as per the condition is not deposited, then the amount of EMD would be forfeited. If the said action has been taken by respondent No.3 as breach of term of contract, then the remedy for petitioner is elsewhere and not by way of writ petition. We, therefore, **dismiss** the writ petition.

(HITEN S. VENEGAVKAR, J.)

(SMT. VIBHA KANKANWADI, J.)

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