

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIRCUIT BENCH AT KOLHAPUR
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 2141 OF 2026

Janseva Samiti, Barshi,
Thr. Its Secretary Amarendra Singh

... Petitioner

Versus

The State of Maharashtra And Ors.

... Respondents

*Mr. Sarang S. Aradhye (through V.C.) a/w Mr. Shantanu Gurav, for the
Petitioner.*

Mr. S.D. Rayrikar, A.G.P. for Respondent No.1 – State.

Mr. Dhananjay Dnyaneshwar Rananaware, for Respondent Nos. 2 and 3.

Coram : RANJITSINHA RAJA BHONSALE, J.

Date : 1st June 2026.
[VACATION COURT]

PER COURT :

1. Heard Mr. Aradhye, learned counsel appearing for the petitioner, Mr. Rananaware, learned counsel appearing for respondent Nos. 2 and 3 and Mr. Rayrikar, learned AGP for respondent No.1-State.

2. By the present Writ Petition filed under Article 226 of the Constitution of India, the petitioner is seeking following reliefs:-

TALLE
SHUBHAM
ASHOKRAO

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“(b) That by appropriate Writ, Order as well as directions of this Hon'ble Court, the impugned Notice/ order dated 20/04/2026 issued / passed by the Respondent No.3, the Divisional Controller, Maharashtra State Road Transport corporation thereby abruptly cancelling the Agreement dated 01/09/2001 and 15/06/2001 for operating / running Public toilet/ urinal at Mangalwedha and Kurdawadi bus Stand be quashed and set aside;

(c) That by appropriate orders as well as directions of this Hon'ble Court, the Respondents be ordered and directed to continue the contract/ agreement dated 01/09/2001 and 15/06/2001, with the Petitioner to run/operate public toilet/ urinal at Mangalwedha and Kurdawadi Bus Stand as per the existing terms of the Agreement i.e. till 28/09/2031 and 31/12/2031 respectively;

3. Mr. Rananaware, learned counsel appearing for respondent Nos. 2 and 3 states that there are disputed questions of fact involved in the petition and, therefore, this Court should refrain from exercising the writ jurisdiction.

4. In any case, the petitioner has remedy of filing suit and / or filing arbitration proceedings, as it is a submission of Mr. Aradhye, learned counsel appearing for the petitioner that so far as the contract is concerned, the contract provides for arbitration proceedings.

5. Accordingly, the Writ Petition for the above reasons cannot be entertained and the same is disposed of.

6. It is clarified that this Court has not considered the merits of the matter and all contentions on merits are expressly kept open

[RANJITSINHA RAJA BHONSALE, J.]