



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

WRIT PETITION NO.7027 OF 2025

ASCENT BAHUUDDESHIYA SEVA SAHAKARI SANSTHA, THR. SECY., DINESH
LAXMANRAO THAKRE, NAGPUR

VS

THE STATE OF MAHARASHTRA, THR. SECY., URBAN DEVELOPMENT DEPT.,
MUMBAI AND ORS.

Office Notes, Office Memoranda of Coram,
appearances, Court's orders or directions
and Registrar's orders

Court's or Judge's orders

Mr. Vishal Anand, Advocate for the petitioner/s
Ms T.H. Khan, AGP for the respondent No.1/State

CORAM : ANIL S. KILOR AND RAJ D. WAKODE, JJ.

DATE : 05.01.2026

1. Heard the learned counsel for the petitioner and the learned AGP for the respondent-State.

2. The petitioner, by virtue of the present writ petition, seeks challenge to the orders/communications dated 23.02.2023 and 26.03.2025 issued by the respondent No.2-Municipal Commissioner, Akola Municipal Corporation, Akola.

3. The petitioner further seeks direction of this Court to the respondent No.2 for refund of earnest money deposit/security deposit of Rs.5,37,360/- with interest to the petitioner.

4. The order passed by this Court on 13.02.2025, in the earlier round of litigation at the behest of the petitioner in Writ Petition No.717 of 2025 (*Ascent*

Bahuuddeshiya Seva Sahakari Sanstha, Nagpur Vs. State of Maharashtra and ors.) reveals that the petitioner has given up his claim and challenge to the impugned order dated 23.02.2023.

5. The grievance of the petitioner was that even if the contract was cancelled by virtue of the said order dated 23.02.2023, the petitioner was entitled for refund of the earnest money.

6. In view of the aforesaid submission of the petitioner, this Court, in Writ Petition No.717 of 2025 (*supra*), had directed the respondents to treat the said petition as representation of the petitioner and further directed the respondents to decide the claim of the petitioner for refund of earnest money deposit, expeditiously and in any case within a period of six weeks from the date of the said order.

7. In compliance of the order passed by this Court in Writ Petition No.717 of 2025 (*supra*), the respondent No.2 has decided the aforesaid representation of the petitioner, as directed by this Court, and rejected the claim of the petitioner for refund earnest money deposit vide communication dated 26.03.2025, which is also challenged before this Court in the present writ petition.

8. In view of the submissions made by the petitioner in the order dated 13.02.2025 in Writ Petition

No.717 of 2025, prayer clause (A) in the present writ petition, seeking challenge to the order dated 23.02.2023 is completely unsustainable in the eyes of law, as the aforesaid claim has already been given up by the petitioner and thus, accordingly, it is rejected on the ground of maintainability.

9. So far as the challenge to the impugned communication dated 26.03.2025 issued by the respondent No.2 is concerned, we have perused the aforesaid impugned communication and found that the respondent No.2 has rejected the aforesaid claim of the petitioner by relying upon clause (7) of the Government Circular dated 29.01.2019, which governs the present situation and provides that if the contractor has expressed his inability to perform the work under the contract after agreement has been executed and work order has been issued, in such case, the earnest money deposit should be forfeited.

10. The impugned order further reveals that on 27.06.2022, the petitioner, after the agreement was executed and the work order was issued, has requested the respondent No.2 to cancel the agreement and the work order.

11. In view of the aforesaid fact, the claim of the petitioner for refund of the earnest money deposit has been

rejected.

12. Upon a query being put to the learned counsel for the petitioner, he was unable to point out any error committed by respondent No.2 in rejecting the petitioner's claim vide the impugned communication dated 26.03.2025.

13. In view of the above, there is no merit in the present writ petition, accordingly, the same is **dismissed**.

(RAJ D. WAKODE, J.)

(ANIL S. KILOR, J.)