

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

PUBLIC INTEREST LITIGATION NO.188 OF 2022

Shrihari S/o Anant Shidore	...Petitioner
<i>Versus</i>	
The Commissioner/Administrator & Ors.	...Respondents

**ALONGWITH
INTERIM APPLICATION (ST) NO. 30644 OF 2025
IN
PUBLIC INTEREST LITIGATION NO. 188 OF 2022**

Manisha Palande D/o Mohan Palande	...Applicant/ Intervener
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IN THE MATTER BETWEEN

Shrihari S/o Anant Shidore & Ors.	...Petitioners
<i>Versus</i>	
The Commissioner/Administrator & Ors.	...Respondents

**ALONGWITH
WRIT PETITION NO. 2651 OF 2025**

Raju Nanasaheb Chavan	... Petitioner
<i>Versus</i>	
The State of Maharashtra	... Respondent

**ALONGWITH
INTERIM APPLICATION NO. 16240 OF 2024**

GVPR Engineers Ltd. Through the Senior Manager Projects G. Mahender S/o Sri. G. Somla	... Applicant
<i>Versus</i>	
Shrihari S/o Anant Shidore	... Respondent

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Mr. Shambhuraje Deshmukh, Amicus Curiae a/w Mr. Amit Mukhedkar,
Advocate for the Petitioner (Through V.C.)

Mr. A.B. Girase, Government Pleader (Through V.C.) a/w Smt. G.R.
Raghuwanshi, AGP, Smt. Priyanka Chavan, AGP for the Respondent/
State.

Mr. Rajendra Deshmukh, Senior Advocate (through VC) h/f Mr. Vinod Patil
& Mr. Amol Vasmatkar, Advocate for Respondent No.6-MJP.

Mr. S.S. Tope, Advocate for Respondent No.4./Municipal Corporation
(Through V.C.).

Mr. R.N. Dhorde, Senior Advocate i/by Mr. S.N. Suryawanshi, Advocate
for Respondent No.15- Project Contractor.

Ms. Manisha Palande, Chief Engineer, MJP, Chh. Sambhaji Nagar, present
(Through V.C.)

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**CORAM : RAVINDRA V. GHUGE &
ASHWIN D. BHOBE, JJ.**

DATE : OCTOBER 10, 2025

P.C:

1. We have considered the submissions of the learned Senior
Advocates on behalf of the Project Contractor and Maharashtra Jeevan
Pradhikaran (MJP), the learned Government Pleader, at the Aurangabad
Bench along with Ms. Chavan, the learned AGP on behalf of the State and
the learned Amicus Curiae.

2. On 3rd October 2025, we passed an order. One of the subjects addressed was the issue of unpaid bills of the Contractor. Over the past several months, right from February 2025, though the learned Senior Advocate, Mr. Dhorde, representing the Project Contractor, had been making a soft mention of the unpaid bills, we had left it to the authorities to deal with the said bills, as this Public Interest Litigation (PIL) was being conducted by this Court, to address larger issues.

3. On 3rd October 2025, Mr. Dhorde, the learned Senior Advocate, voiced a serious grievance, though reluctantly, that the bills were not being cleared in a timely manner. Several extra works under extra heads and arising from unforeseen circumstances were carried out by the Project Contractor, under the orders of the MJP. Paragraphs 5, 6, and 7 indicate that, despite these challenges, the Project Contractor did not stop the work. Excluding routine payments, the payments due are for the extra works, amounting to Rs. 120 crores. Therefore, we passed an order directing the High Court Constituted Committee (HCCC) to consider this aspect and address the issue in order to ease the financial crunch and pressure on the Project Contractor.

4. Pursuant to our directions, a meeting was held by the High Court Constituted Committee (HCCC) on 8th October, 2025. A report, along with ready reference data comprising 14 pages, is tendered before us, along with a covering letter dated 8th October 2025. The said compilation is taken on record and marked as 'X-67'.

5. We have perused 'X-67' and we find that the report refers to some payments made to the Project Contractor. Mr. Dhorde, the learned Senior Advocate, submits that he is not contradicting the payments that have been made. He is on the aspect of unpaid bills, which have mounted to approximately Rs. 120 crores.

6. The learned Government Pleader has tendered a communication dated 8th October 2025, under the signature of the Managing Director of the '**Maharashtra Urban Infrastructure Fund Trustee Company Limited**', which is said to be a company constituted by bureaucrats who head various departments of the State Government. The source of funding for this company is said to be 'borrowing money' from the open market and, at present, from HUDCO, in order to lend to the Chhatrapati Sambhaji Nagar Municipal Corporation (erstwhile Aurangabad

Municipal Corporation). In short, this company would borrow money from the open market or HUDCO and lend it to the Corporation on repayment terms spread over a period of ten years, with a two-year moratorium. The said repayment period may be extended up to twenty years, as desired by the Corporation. A copy of the said communication is taken on record and marked as ‘Y-93’ for identification.

7. The learned Senior Advocate, Mr. Dhorde, has placed on record a compilation of documents (31 pages), which is marked as ‘Y-94’. In addition to ‘Y-94’, Mr. Dhorde has tendered a progress report that includes certain excerpts from various meetings, as well as statements made regarding the pending bills of the Contractor. The said compilation (18 pages) is taken on record and marked as ‘Y-95’ for identification.

8. Mr. Deshmukh, the learned Senior Advocate for the MJP, has tendered a compilation of 120 pages, which is Volume I of the MJP Aurangabad e-Tender Notice No. 01 for 2019–20 (2nd Call). The same is taken on record and marked as ‘Y-96’ for identification. According to him, the sustenance clause in the contract requires the Project Contractor to be patient and wait until the bills are scrutinized, approved and processed. As per the clause, 25% of the tender amount is the baseline for the Contractor

to sustain operations despite the non-clearance of bills.

9. We are not happy with what has happened with regard to payment of bills of the Contractor. We have been monitoring this PIL since July, 2022. The Amrut 2.0 National Scheme is the foundation of the Dream Project for Chhatrapati Sambhaji Nagar City, which, for the past 15 to 20 years, has been receiving drinking water only once every 10 to 12 days. The residents have been patient, though treated shabbily. It was due to the cognizance taken by this Court and the constitution of the HCCC that the matter has progressed to a great extent, albeit, with several difficulties and impediments. However, this PIL is not meant for dealing with the Contractor's bills.

10. Mr. Dhorde, the learned Senior Advocate, had always avoided raising this issue before the Court. However, now that it has become unbearable for his client, he took the step of addressing this issue on the last occasion.

11. We directed the HCCC to hold a meeting on 8th October, 2025 to resolve the issue. Per contra, arguments are advanced before us on

behalf of the State as well as the MJP, that the Contractor must read the sustenance clause and wait until the bills are cleared. In a commercial project like the present one, where the basic purpose of the project is to lay the distribution system for supplying drinking water at least once every two days, which is surely not the present situation, the issue of unpaid bills is becoming serious. Since February 2025, the bills tendered are still under scrutiny.

12. We expect the concerned authorities to find a quick resolution that would reassure the Project Contractor and enable it to maintain the pace of work, with the assurance that the bills, especially those for extra works carried out strictly under the directions of the MJP and not suo moto by the Project Contractor, will be cleared.

13. We are listing this PIL on **14th October, 2025 at 3.00 pm.** If we find that the problem is not getting resolved, we would be constrained to refer the issue to the Hon'ble Chief Minister of the State of Maharashtra, who has shown his kindness and magnanimity by convening War Room Meetings on more than two occasions to ensure that the problem of supplying drinking water to the city of Chhatrapati Sambhaji Nagar is resolved. We would also consider whether it is necessary to request the

Government to appoint senior officers to head certain authorities involved in this project, for better administration.

14. Keeping in view the seriousness of the issue, we request the Principal Secretary of the MJP, who is based in Mumbai, to spare some time and participate in the hearing on the next date, only in the interest of the project.

(ASHWIN D. BHOBE, J.)

(RAVINDRA V. GHUGE, J.)