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

WRIT PETITION NO. 13060 OF 2024

Devi Constructions LLP

.. Petitioner

Versus

State of Maharashtra & Ors

.. Respondents

***Mr. Abhishek Salian, Kinnari Raut, Advocates for the Petitioner
in W.P.13060/2024.***

***Mr. Abhijeet Joshi, with Varsha Sawant, Advocates for
Respondent Nos.3 to 5.***

Mr. R. S. Pawar, AGP, for the State/Respondent.

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**CORAM: B. P. COLABAWALLA &
FIRDOSH P. POONIWALLA, JJ.**

DATE: APRIL 17, 2026

P. C.

1. The learned advocate appearing on behalf of Respondent Nos.3 to 5 undertakes to file the Vakalatnama within a period of one week from today. The same is duly noted.

2. By this Writ Petition, the Petitioner seeks a direction to Respondent Nos.3 to 5 to refund 50% of the amount paid/made contribution towards expenditure for construction of the power evacuation facility Wind Turbine Generator WTGs/s No.S-17 at Sadawaghapur Substation, Taluka Patan, District Satara, along with simple interest of 12% p.a. from the date of commissioning of the said Wing Turbine Generator WTGs No.S17, till the actual date of payment.

3. Today when the matter is called out, the learned advocate appearing on behalf of Respondent Nos.3 to 5 has tendered a Government Resolution dated 11th February 2026, by which the State Government has resolved to disburse the amount of Rs.21,87,500/- towards the demand of the Petitioner in this Writ Petition. The learned advocate however states that as per Clause 3.02.5 of the “GOM Non-Conventional Power Generation Policy 2008” and Clause 25 of the “GOM Non-Conventional Power Generation Methodology 2010”, the amount of refund of expenditure from the Green Energy Fund is to be done by the Maharashtra Energy Development Agency to the Promoter, which in this case, is Respondent No.6 [Suzlon Energy Ltd]. According to him, the Petitioner has also submitted an undertaking agreeing that such refund can be made to Respondent No.6. Hence according to the learned counsel, this payment would be made to Respondent No.6.

4. On the other hand, the learned advocate appearing on behalf of the Petitioner submitted that though it is true that such an undertaking has been given by the Petitioner, Respondent No.6 has in fact been dropped from the present proceedings because it was their contention that it was unnecessarily dragged in this litigation and has nothing to do with the reliefs that were sought in the above Writ Petition. It is on this basis that vide order dated 22nd January 2026 passed in this very Writ Petition that Respondent No.6 was deleted from the above proceedings. The learned advocate appearing on behalf of the Petitioner further submitted that it is an undisputed fact that the monies that were to be paid to Respondent No.6 were in fact for and on behalf of the Petitioner. This is also clear from the undertaking that was given by the Petitioner [referred to above], and which is at page No.90 of the paper book. In these circumstances, he submitted that rather than Respondent No.3-Maharashtra Energy Development Agency making payment to Respondent No.6 [Suzlon Energy Ltd], who then would make payment to the Petitioner, it would be in the interest of all parties, if the payment was directly made to the Petitioner as sought for in the above Writ Petition.

5. We have heard the learned counsel for the parties only on the limited aspect as to whether payment ought to be made to the Petitioner or to Respondent No.6. As far as the amount due is concerned, the same is not in dispute. Both parties have agreed before us that the amount that is to be paid is the sum of Rs. 21,87,500/-. The only question that now remains is whether the Government (Respondent No.3) should make payment to Suzlon Energy Ltd or the same should be paid to the Petitioner directly.

6. In the facts of the present case, Suzlon Energy Ltd was a party Respondent No.6 to the above Writ Petition. It was, therefore, very much aware that the Petitioner was seeking a refund of this amount. Despite this, Suzlon Energy Ltd represented to the Court that it has been unnecessarily dragged in this Petition because it has nothing to do with the reliefs that are sought in the above Writ Petition. In other words, Suzlon Energy Ltd has never objected to aforesaid payment being made to the Petitioner. In fact, Suzlon Energy Ltd requested the Court to drop it as a party Respondent from this Petition and which was allowed vide order dated 22nd January 2026. This is apart from the fact that it is an undisputed position that the payment that was to be made by Respondent No.3 to Suzlon Energy Ltd was for and on behalf of the Petitioner.

7. Once these are the facts before us, we do not see any impediment in Respondent No.3 (Maharashtra Energy Development Energy) making payment of Rs.21,87,500/- to the Petitioner, being the 50% of the amount incurred towards expenditure in construction of the power Evacuation facility Turbine Generator WTGs/s No. S-17 at Sadawaghapur Substation, Taluka Patan, District Satara.

8. In view of the aforesaid discussion, Respondent No.3 shall refund the amount of Rs.21,87,500/- to the Petitioner within a period of 15 days of this order being uploaded on the High Court website.

9. It is needless to clarify that this amount being paid to the Petitioner is the only amount due, and the Petitioner shall not be entitled to claim any interest as prayed for in the prayer clauses in the Writ Petition.

10. The Writ Petition is disposed of in the aforesaid terms. However, there shall be no order as to costs.

11. Though we have disposed of the above Writ Petition, we place it on Board for reporting compliance on 5th May 2026.

12. This order will be digitally signed by the Private Secretary/
Personal Assistant of this Court. All concerned will act on production by fax
or email of a digitally signed copy of this order.

[FIRDOSH P. POONIWALLA, J.]

[B. P. COLABAWALLA, J.]