

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

PUBLIC INTEREST LITIGATION NO.188 OF 2022

Shrihari S/o Anant Shidore & Ors.

...Petitioners

Versus

The Commissioner/Administrator & Ors.

...Respondents

**WITH
INTERIM APPLICATION NO.12742 OF 2025
WITH
INTERIM APPLICATION NO.12740 OF 2025
WITH
INTERIM APPLICATION (ST) NO.35504 OF 2025
IN
PUBLIC INTEREST LITIGATION NO.188 OF 2022**

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

Raju Nanasaheb Chavan

... Petitioner

Versus

The State of Maharashtra

... Respondent

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

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

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

Mr. Rajendra Deshmukh, Senior Advocate (through V.C.) i/b. Mr. Vinod Patil and Mr. Amol Vasmatkar for Respondent No.6-MJP.

Mr. S.S. Tope for Respondent No.4/Municipal Corporation.

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

Mr. D.S. Manorkar a/w. Mr. D.P. Madkar for the NHAI.

Ms. Manisha Palande, Chief Engineer, MJP, Chhatrapati Sambhaji Nagar present.

Mr. Nitin Gaware Patil for Respondent Nos.16 and 17 in IA/12742/2025.

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

DATE : 7th NOVEMBER, 2025

P.C:

1. The learned Government Pleader Mr. Girase along with Mrs. Raghuwanshi and Ms Chavan, the learned AGPs have tendered two reports of the minutes of the meetings of the High Court Constituted Committee (HCCC) held on 9th October, 2025 and 27th October, 2025. The minutes (1+55 pages) of the meeting dated 9th October, 2025 with the covering letter dated 24th October, 2025, are taken on record and marked as '**X-68**' for identification. The learned Advocate Mr. Tope, appearing on behalf of the Chhatrapati Sambhaji Nagar Municipal Corporation has drawn our attention to some of the sub-work wise progress of the project and according to him, the progress of the project is painfully slow. He has cited examples by adverting to page nos.46 to 49 and 55.

2. The minutes (1 + 48 pages) of the HCCC meeting dated 27th October, 2025 are tendered along with the covering letter dated 6th November, 2025. The same are taken on record and marked as 'X-69' for identification.

3. The learned Government Pleader Mr. Girase submits that though Rs.822 Crores are now available in phases, after the MJP clears the bills of the Project Contractor, the amounts would be released to the Corporation which would be transmitted to the MJP. He explains that contracts have been entered into by the Municipal Corporation as a borrower with the Maharashtra Urban Infrastructure Fund which is the lender. The said contract is a loan agreement signed on 4th November, 2025.

4. The learned Senior Advocate Mr. Dhorde submits that the last sentence in paragraph no.10 of the order dated 14th October, 2025 will have to be corrected since the money will now be released by the said lender to the borrower depending upon the bills which would be sanctioned by the MJP and the demand for the said amount would be made with the Corporation. In view of the said fact situation, the last sentence in paragraph no.10 of our order dated 14th October, 2025, will stand clarified as above.

5. Mr. Tope, the learned Advocate for the Corporation, has placed on record the copy of the loan agreement between the lender, the borrower and the State of Maharashtra. The said Tripartite Agreement along with accompanying documents (41 pages), is taken on record and collectively marked as 'Y-98' for identification. He further tenders a Tripartite Default Escrow Agreement dated 4th November, 2025 (6 pages), which is taken on record and marked as 'Y-99' for identification. He submits that the amount of Rs.822 Crores would not be released in lumpsum to the Corporation. The amount would be solicited from the lender by the Corporation as per the requirement of the MJP for the purposes of expenditure on this project, in phases, for the reason that the Corporation has to pay simple interest at the rate of 8.75% p.a. and, therefore, the Corporation would solicit funds from the lender as and when the same is required on demand by the MJP so as to be paid to the Project Contractor.

6. The learned Senior Advocate Mr. Dhorde has tendered a compilation of photographs and progress reports in a spiral-bound compilation (42 pages). The same is taken on record and marked as 'Y-100' for identification.

7. Mr. Dhorde submits that more number of employees could have been deployed, but for the fact that there were intervening festivities as well as unprecedented returning rains in Chhatrapati Sambhaji Nagar because of which there was water logging at numerous places. Now that the rains have stopped, the Project Contractor would ensure that the requisite number of employees, as expected under the Contract Agreement, are deployed and that the project will be expedited.

8. Having perused the reports 'X-68' and 'X-69', we do find that the Project Contractor will now have to deploy more labour strength. We, however, agree with the submission of Mr. Dhorde that the major stages in the project necessary for driving the water up to the Water Treatment Plant (WTP) are the main concern of the Project Contractor as well as all the stakeholders. Once the water reaches the WTP and the Main Balancing Reservoir (MBR), the said water will then have to be pumped into the ESR and the GSR for testing the said storage tanks. Parallely, the laying of further pipelines in the internal areas of Chhatrapati Sambhaji Nagar for distributing the water right up to the end users, would be expedited.

9. Mr. Dhorde has brought to our notice that certain localites at the Beed bypass area are obstructing the Project, many of whom are

encroachers. The Corporation has removed most of the encroachments. However, such localities continue to squat on the concerned portion of land for reasons best known to them, which has become a major obstacle in laying the pipelines that form part of the project. Mr. Tope joins Mr. Dhorde in voicing the said grievance, contending that, though the encroachments have been removed, the localities continue to obstruct the Project.

10. We call upon Mr. Tope and the learned Government Pleader, Mr. Girase, to revisit our earlier orders wherein we have expressed that those who will object or obstruct the project, should be dealt with sternly. This public project is a long seen dream of the 18 lakh residents of Chhatrapati Sambhaji Nagar, who currently receive drinking water only once in twelve days. It is only upon the completion of this crucial project that the residents, including those presently obstructing its execution, will receive drinking water once in two days. In our earlier orders, we had directed that, if required, offences be registered against the obstructors. We reiterate those observations.

11. The Project Contractor has preferred an Interim Application (Stamp) No.35504 of 2025. The non-Applicants who wish to file their

affidavits in reply, shall do so, on or before 15th November, 2025.

12. We are informed that the next meeting of the HCCC is posted on 12th November, 2025. We have also been noted certain difficulties in posting this matter on 21st November, 2025 for a hearing, as well as in the week commencing from 24th November, 2025. Therefore, by consent of the parties, we are listing this matter on **18th November, 2025 at 3.00 p.m.** for further hearing.

(ASHWIN D. BHOBE, J.)

(RAVINDRA V. GHUGE, J.)