

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO. 9185 OF 2010

VASANTRAO GAVNAJI NALAWADE
VERSUS
THE EXECUTIVE ENGINEER DISTRICT PROJECT MANAGMENT UNIT
AND OTHERS

...

Advocate for the Petitioner : Shri Patil Swapnil S..
Advocate for Respondents 2 and 3 : Shri D.B.Kale h/f Shri R.V.Gore.
AGP for Respondent 4: Shri B.A.Shinde.

...

**CORAM: RAVINDRA V. GHUGE
AND
SUNIL K. KOTWAL, JJ.**

DATE :- 07th November, 2017

Per Court :

1 By this petition, the Petitioner has put forth the prayer in clause 13-B which reads as under:-

"(B) By issuing appropriate writ or order or directions in the like nature of writ, respondent No.2 and 3 be directed to comply with the release order dated 27.08.2008 for the issuance of cheque of amount of Rs.59071/- for the payment of technical service availed as per service order dated 18.08.2007 issued by respondent Nos.2 and 3."

2 Shri Patil, learned Advocate for the Petitioner, strenuously submits that Respondent Nos.2 and 3 are not releasing the payment though Respondent No.1 has sanctioned the payment and deposited the

amount in their account. He further submits that till today, Respondent Nos.2 and 3 have never communicated to the Petitioner in writing that the work assigned to him under the contract has not been completed or otherwise.

3 The learned Advocate for Respondent Nos.2 and 3 points out from the contract between the Petitioner and the Respondents that clause 52 (English version) enables the Petitioner to raise a dispute before the Chief Executive Officer, Zilla Parishad, Aurangabad with regard to any dispute between the parties to the contract and the said Authority would then officiate as an Arbitrator and shall decide the dispute. He further submits that the work assigned to the Petitioner has not been properly done and is not complete and therefore, the completion certificate is not given.

4 Considering the disputed issues as above, we are not entertaining this Writ Petition. This Writ Petition is, therefore, disposed of with liberty to the Petitioner to approach the Chief Executive Officer, Zilla Parishad, Aurangabad for raising a dispute within a period of FOUR WEEKS from today and in any case, on or before 08.12.2017.

5 The Petitioner and Respondent Nos.2 and 3 shall appear before the Chief Executive Officer, Zilla Parishad, Aurangabad on 15.12.2017 at 03:00 pm. Respondent Nos.2 and 3 may collect the copy of the dispute raised by the Petitioner, if not directly served upon them

earlier. Formal notices need not be issued by the concerned Authority.

6 Needless to state, the concerned Authority acting as an Arbitrator under the contract, shall decide the dispute as expeditiously as possible and in any case, on or before 30.04.2018.

7 We find it appropriate to mention in the light of the contentions of the parties recorded herein above, that if the concerned Authority dealing with the dispute concludes that Respondent Nos.2 and 3 have unnecessarily delayed the payment to the Petitioner, it may decide the quantum of interest to be imposed upon Respondent Nos.2 and 3 as well as the costs to be awarded to the Petitioner.

kps

(SUNIL K. KOTWAL, J.)

(RAVINDRA V. GHUGE, J.)