

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

WRIT PETITION NO.4897 OF 2013

Avon Cycles Limited

.. Petitioner.

Vs.

The State Project Director
Maharashtra Prathamik Shikshan
Parishad and Others

.. Respondents.

Mr. Balwant Salunkhe i/b Mr. Shivajirao Masal for the Petitioner.
Ms. Aparna Vhatkar AGP for the Respondent Nos.1, 3 and 4.

CORAM : A.S. OKA & A.K. MENON, JJ.

DATED : 18TH APRIL, 2017

P.C.

1. Heard learned counsel appearing for the petitioner and learned A.G.P. for the Respondent – State.

2. The petitioner is claiming on the basis of the General Conditions of contract incorporated in the tender document, a copy of which is annexed to the petition. Clause 4.7 thereof reads thus :

“4.7 Resolution of Disputes :

4.7.1 The Tendering Authority and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them in connection with the contract.

4.7.2 If, after thirty (30) days from the commencement of such informal negotiations, the Tendering Authority and the Vendor have been unable to resolve amicably a contract dispute, all such disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole Arbitrator to be appointed by the mutual consent. All arbitrations shall be held in Mumbai.”

3. This mechanism has been provided in the agreement between the petitioner and the first respondent for resolution of disputes. A remedy of the petitioner is to take recourse firstly to clause 4.7.1 thereafter to clause 4.7.2.

4. Therefore, we decline to entertain this petition under the Article 226 of the Constitution of India. The Petition is, accordingly, disposed of. However, the remedies and contentions of the petitioner are kept open.

(A.K. MENON, J.)

(A.S. OKA, J.)