

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

934 WRIT PETITION NO.6497 OF 2021

SHRI. SWAMI SERVICES LABOUR AND SECURITY CONTRACTOR THROUGH
ITS PROPRIETOR

VERSUS

THE STATE OF MAHARASHTRA AND OTHERS

...

Advocate for Petitioners : Smt. Dube Anjali (Bajpai)

AGP for Respondents State: Mr K B Jadhavar

CORAM : S. V. GANGAPURWALA &
SHRIKANT D. KULKARNI, JJ.

DATE : 11th June, 2021.

ORDER:

1. Smt. Dube, the learned advocate for the petitioner submits that the contract with the petitioner was for two years. The respondents abruptly and arbitrarily cancelled the contract on 15th May, 2021 and on 16th May, 2021 asked respondent No.4 to perform the work. Learned counsel submits that the act of the respondents is arbitrary, illegal and does not stand to reason. The work of the petitioner was satisfactory. The documents to that effect also prove the petitioner's claim.

2. It appears that as per the contract, more particularly, clauses 3.8.1 and 3.8.2 , mechanism is provided for redressal of the grievances. Clause of arbitration exists between the parties.

3. In view of the fact that clause of arbitration exists, we are not inclined to exercise our writ jurisdiction under Article 226 of the Constitution of India. The petitioner may avail the remedy as provided under the contract, more particularly clause 3.8.

4. It is made clear that we have not considered the contentions of the petitioners on merit and all contentions of the petitioners are kept open.

5. Writ petition disposed of. No costs.

(SHRIKANT D. KULKARNI, J.)

(S.V.GANGAPURWALA, J.)

JPC