

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

926 ARBITRATION APPLICATION NO.14 OF 2018

M/S SUNIL FARM ENGINEERING CO. LTD., THROUGH IT S
PARTNER JAYASHRI KISANRAO NADE
VERSUS
TULJABHAVANI DISTRICT SPORTS STADIUM, OSMANABAD,
THROUGH IT S CHAIRMAN AND COLLECTOR, OSMANABAD

...

Mr. P.B. Gapat, Advocate for the applicant.
Mr. K.B. Jadhavar, A.G.P. for respondent.

...

CORAM : **AVINASH G. GHAROTE, J.**

DATE : 06-07-2021.

ORDER :

1. Heard Mr. Gapat, learned Counsel for the petitioner and learned A.G.P. for the respondent. The existence of clause-34 in the agreement dated 24.06.2008, is not disputed. It is equally not disputed that the term of the agreement is a period of 30 years. Clause-34 of the agreement requires the dispute to be first referred to and settled by the Architects who have to state their decision in writing. Mr. Jadhavar, the learned A.G.P. is not averse to the appointment of the Architect in terms of clause 34 for settlement of the dispute. It is therefore, directed that the dispute shall be presented by the applicant, to the Architect as referred to in Clause 34 of the agreement dated 24.06.2008, who shall then decide upon the same in consonance with Clause 34. The Architect shall be appointed by the respondent within a period of two weeks from

today. On such Architect being appointed, the applicant shall submit his dispute before him within a period of two weeks thereafter. The Architect shall thereafter embark upon the exercise of settlement of the dispute, as provided in clause-34, and shall render his decision in writing.

2. Application is accordingly disposed of in the above terms.

(AVINASH G. GHAROTE)

VD_Dhirde