

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

928 ARBITRATION APPLICATION NO.16 OF 2017

ANGIRA BUILDCON PVT. LTD. THROUGH IT S POWER OF
ATTORNEY HOLDER SHRIKANT GOPALDAS KHATOD
VERSUS
JALGAON CITY MUNICIPAL CORPORATION THROUGH IT S
COMMISSIONER, JALGAON CITY MUNICIPAL CORP., JALGAON

...
Advocate for Applicant : Mr. S. P. Shah
Advocate for Respondent : Mr. V. D. Gunale
...

CORAM : AVINASH G. GHAROTE, J.

DATED : 5th AUGUST, 2021.

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PER COURT :

1. Today Mr. Gunale, learned counsel for the non-applicant, submits that since the court has already come to a conclusion that the matter has to be referred to the arbitration a suitable person be appointed. In light of what is stated in the arbitration clause 40, he however agrees, such a reference, can be made to a sole arbitrator. In light of this agreement, for appointing a sole arbitrator instead of panel of three, Hon'ble Shri Justice V. G. Munshi, former Judge of this Court, who is settled at Nashik, but has given his consent, as per Mr. Shah, learned counsel for the applicant to conduct the arbitration proceedings at Municipal Corporation, Jalgaon is hereby

appointed as the sole arbitrator.

2. The fees of the arbitrator shall be as per the 4th Schedule.

3. The non-applicant shall provide a suitable place for conduct of the arbitration proceedings at its premises as is the requirement of the arbitration clause 40.

4. It is made clear that grant of consent by Mr. Gunale, for the arbitration to be conducted by sole arbitrator, shall not be construed as a consent for any other purpose. The application is accordingly disposed of.

(AVINASH G. GHAROTE, J.)

vsm/-