

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

ARBITRATION APPLICATION NO. 17 OF 2021

Shri. Swami Services,
through It's Proprietor

...Applicant

Versus

The State of Maharashtra & Ors.

...Respondents

.....

Mrs. P. V. Diggikar, AGP for respondent nos. 1 to 3

.....

AND

ARBITRATION APPLICATION NO. 19 OF 2021

Shri. Swami Services,
through It's Proprietor

...Applicant

Versus

The State of Maharashtra & Ors.

...Respondents

.....

Mr. K. B. Jadhavar, AGP for respondent nos. 1 to 3

.....

CORAM : BHARATI H. DANGRE, J.

DATE : JANUARY 17TH, 2022

PER COURT : -

1. In furtherance of the order dated 10.01.2022, the Dean of the Vilasrao Deshmukh Government Medical Science Institute (Hospital), Latur, Dist. Latur, Dr. Sudhir Bhaskarrao Deshmukh is present.

2. The learned AGP on his behalf tenders his unconditional apology in not responding to the communications issued by the learned AGP and particularly when the applicant had already clarified vide his letter dated 01.07.2021 to the Dean that in view of the arbitration clause, Shri. R. Y. Shaikh, retired Principal District Judge, Latur can be appointed as an Arbitrator.

. On perusal of the agreement which is placed on record which includes clause 3.8.2, which make a reference to the dispute/discord being made to a sole arbitrator, and since the applicant himself had suggested the name of learned retired Principal District Judge, to which the Dean has no objection. In the wake of the above, construing the clause 3.8.2 in the agreement to be an arbitration clause, Shri. R. Y. Shaikh, retired Principal District Judge at Latur is appointed as an Arbitrator. Necessarily, the application deserves to be made absolute in terms of prayer clause 'A', which reads thus : -

“(A) The Hon’ble High Court may be pleased to appoint the Sole Arbitrator by exercising its power under Section 11(5) and 11(6) of the Arbitration and Conciliation Act, 1996 (as amended in the year 2015), in respect of the disputes and claims arising out of the appointment of present applicant by virtue of work order dated 30.4.2020 in furtherance of the agreement dated 29.04.2020 as a contractor for supply of cleaning services for various departments of the Vilas

Deshmukh Govt. Medical Science Hospital Latur, Dist.
Latur, on contract basis.”

3. In the wake of the aforesaid, nothing survives for consideration in the application and after recording the presence of the Dean before this Court, the application stands disposed of.

[BHARATI H. DANGRE]
JUDGE