

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

**933 WRIT PETITION NO.7036 OF 2021
WITH CA/9681/2021 IN WP/7036/2021**

**M/S AMBARWADIKAR AND COMPANY THR ITS PARTNER BABASAHEB
GHUGHE
VERSUS
THE STATE OF MAHARASHTRA AND OTHERS**

...

Advocate for Petitioners : Mr. R. F. Totala h/f Mr. Rahul R Totala
AGP for Respondent No. 1 : Mr. A.S. Shinde
Advocate for Respondent No. 2 : Mr. S. G. Bhalerao
Senior Advocate for Respondents Nos. 4 to 6 : Mr. R. N. Dhorde

**CORAM : MANGESH S. PATIL &
SANDEEP V. MARNE, JJ.**
DATE : 26.07.2022.

PER COURT :

The dispute arises out of a contract. A tender was floated by the respondents which was responded to by the petitioner and it was allotted the contractual work.

2. After having heard the parties for some time it transpires that though it is purely a dispute arising out of a written contract, there is no stipulation regarding arbitration. The petitioner has approached this Court merely because of Clause 55 of the contract which reads as under :

“JURISDICTION OF COURT FOR DISPUTES :

Dispute, if any, arising out of this contract shall be subject to the jurisdiction of the High Court of Mumbai, Bench at Aurangabad.”

3. The parties cannot decide the jurisdiction of this Court. The condition

is clearly in violation of public policy and *ex facie* illegal. If it is a contractual liability a civil court will have inherent jurisdiction to deal with it. The writ petition is disposed of by clarifying that irrespective of clause No. 55, the petitioner will have liberty to file a suit in the court of ordinary original civil jurisdiction.

4. Pending civil application is disposed of.

(SANDEEP V. MARNE J.)

(MANGESH S. PATIL, J.)

mkd/-