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IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

ARBITRATION APPLICATION NO.7 OF 2023

Nilesh Sitaram Ghanekar

APPLICANT

VERSUS

The President of India and Others

RESPONDENTS

.....

Mr. Namit Sunil Muthiyan, Advocate for the applicant

Mr. Ajay G. Talhar, DSGI, for respondents No.1 and 2

.....

[CORAM : NITIN B. SURYAWANSHI, J.]

DATE : 11th JULY, 2023

ORDER :

1. This application is filed by the applicant under section 11 of the Arbitration and Conciliation Act for appointment of Arbitrator to resolve the dispute between the parties.
2. Heard learned advocate for the applicant and learned Deputy Solicitor General of India, for the respondents.
3. The applicant is the owner of Ground Floor Hall, situated at Aurangabad, Kushalnagar Plot No. 25, M. H. No. 4-18-34, CTS No. 14867 admeasuring 1343.49 square feet, which was leased out to the respondents.
4. Clause 15 of the lease agreement contains arbitration

clause. On 10th January, 2020, the applicant issued notice to the respondents pointing out his *bonafide* requirement for office and also pointing out expiry of term of lease and also certain unauthorized alterations made in the suit premises, without consent of the applicant.

5. After issuance of the notice in the present matter, the respondents have appeared and filed their reply stating that -

“6. That, the answering respondent say and submit that, the answering respondent will vacate the subject matter of the premises within a period of six months and to that effect the answering respondent is giving an undertaking to that effect with this reply. Copy of the undertaking is annexed herewith and marked as Exhibit-R-1”.

7. That, the answering respondent being a public body will take each and every endeavor to see that the answering respondent will vacate the premises as early as possible, but within a period of six months.”

6. Undertaking of Mr. Ashok K. Dhanwade, Superintendent of Post Offices, Aurangabad is also annexed along with the reply, which reads thus-

“I Ashok K Dhanwade, age 59 years old and resident Supdt of Post Offices Aurangabad, after being duly sworn to, under oath and in accordance with law, do here by depose and state that

2. I hereby give the undertaking for shifting Kranti Chowk Post Office Aurangabad within six months from the premises owned by Shri N. S. Ghanekar and rented to the Department of Post.”

7. Learned advocate for the applicant agrees that in view of the affidavit in reply and the undertaking given on behalf of the respondents, there is no need to appoint the Arbitrator.

8. In view of aforesaid, the Arbitration Application is disposed of by accepting the statements made in the affidavit in reply and the undertaking given on behalf of the respondents.

[NITIN B. SURYAWANSHI]
JUDGE