

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
BENCH AT AURANGABAD

901 REVIEW APPLICATION (CIVIL) NO.200 OF 2023  
IN  
WRIT PETITION NO. 3431 OF 2023

Darshan Construction

...Applicant

versus

1. The State of Maharashtra
  2. The Superintending Engineer,  
Pradhan Mantri Gram Sadak Yojna
  3. The Executive Engineer  
Pradhan Mantri Gram Sadak Yojna
  4. The State Quality Co-ordinator  
Pradhan Mantri Gram Sadak Yojna
- ...Respondents

...  
Advocate for Applicant : Mr. Jadhav Chetan T.  
AGP for Respondents: Mr. S.W. Munde  
.....

**CORAM : RAVINDRA V. GHUGE AND  
SANJAY A. DESHMUKH, JJ.**

**DATED: 22nd JUNE 2023.**

**PER COURT:-**

1. By this Review Application, the Review Applicant seeks review of paragraph 3 of our order dated 24.04.2023.

2. Paragraph 3 of our order, reads as under:-

*"3. Considering the above, we are not causing any interference in this writ petition, since the petitioner can approach the concerned authority under clause 24.1 within*

*30 days of the occurrence. The time spent by the petitioner in this court from 23<sup>rd</sup> March, 2023 till the passing of this order would be considered as a ground for extending the period of 30 days.”*

3. Clause 24 of the contract between the Petitioner and the Respondents, reads thus:-

**“24. Dispute Redressal System**

*24.1 If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority within 45 days of arising of the dispute or difference, described along with their powers in the Contract Data, above the rank of the Engineer. The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.*

*24.2 Either party will have the right of appeal, against the decision of the competent authority, to the Standing Empowered Committee within 90 days of decision of the competent authority if the amount appealed against exceeds 0.20 (zero point two zero) percent of the initial contract price.*

*24.3 The composition of the Empowered Standing Committee will be:*

*I. One official member, Chairman of the Standing Empowered Committee, not below the rank of Additional Secretary to the State Government;*

*II. One official member not below the rank of additional chief engineer; and*

*III. One non-official member who will be technical expert of Chief Engineer's or Superintending Engineer's level selected by the Contractor from a panel of three persons given to him by the Employer.*

*24.4 The Contractor and the Employer will be entitled to present their case in writing duly Supported by documents. If so requested, the Standing Empowered Committee may allow one opportunity to the Contractor and the Employer for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of ninety days from the date of appeal, failing which the Contractor can approach the appropriate court for the resolution of the dispute.*

*24.5 The decision of the Standing Empowered Committee will be binding on the Employer for payment of claims up to five percent of the Initial Contract Price. The Contractor can accept and receive payment after signing as "in full and final settlement of all claims". If he does not accept the decision, he is not barred from approaching the courts. Similarly, if the Employer does not accept the decision of the Standing Empowered Committee above the limit of five percent of the Initial Contract Price, he will be free to approach the courts applicable under the law."*

4. We have patiently heard the learned advocate for the Petitioner, who has consistently drawn our attention to the merits as regards his grievance that he was disqualified from participating in the Government contract in future.

5. We have noticed that this Review is only as regards the Petitioner being relegated to the effective remedy, as prescribed under the contract. In fact, clause 24.2, reproduced above, indicates that the Dispute Redressal System deals with the grievance of the Petitioner under clause 24.1. Either of the parties, who may be aggrieved, will have a right of appeal against the decision of the competent authority.

6. In view of the above, **this Review Application**, being wholly misconceived, **is rejected** with costs of Rs.5,000/- (Rupees Five thousand only) to be paid by the Applicant to the Library, Advocates' Association of Bombay High Court, Bench at Aurangabad, within three weeks from today.

**(SANJAY A. DESHMUKH, J.)**

**(RAVINDRA V. GHUGE , J.)**