

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

903 WRIT PETITION NO.11574 OF 2022

RAJKUMAR NAGNAH KATKE
VERSUS
SUNIL FIRM ENGINEERING COMPANY THROUGH ITS
PROPERITERDEEPAK ANNARAO PATIL AND OTHERS

...
Advocate for Petitioner : Mr. Swami Sandeep C
AGP for Respondent No.2-State : Mr. S. P. Tiwari
...

CORAM : ARUN R. PEDNEKER, J.
DATE : 11th January, 2023

PER COURT :

1. Heard the learned Advocate Mr. S. C. Swami appearing on behalf of the petitioner. He contents that there is agreement between the respondent No.1 Sunil Firm Engineering Company and the Municipal Corporation Latur. The respondent No.1 was required to take work of constructions of a commercial complex at site No.82 for construction of shops. There was some dispute on account of construction being in violation of the said agreement and in terms of Clause 7 of the said agreement, entered between the respondent No.1 and the Municipal Corporation, the dispute was referred to arbitration and the Collector was appointed as Arbitrator to decide the Arbitration proceeding. The petitioner is one of the person who has purchased the shop constructed by the respondent No.1 and he is the original complainant,

on the basis of which, the proceedings were initiated by the Corporation.

2. The learned Advocate for the petitioner submits that the Collector ought to have heard him before passing the order. Since Arbitration proceedings are between the Corporation and respondent No.1 in terms of the agreement entered between the said parties, there is no error committed by the Collector in not hearing the petitioners. There is no scope to the third party intervention in an arbitration proceedings between the contractor and the Municipal Council.

3. In the event of any deficiencies in service or for any other relief, the petitioner is at liberty to approach before the appropriate authority as may be available in law.

4. In view of the above, the writ petition is disposed of.

(ARUN R. PEDNEKER, J.)

vj gawade/-.