

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
NAGPUR BENCH : NAGPUR**

**Misc. Civil Application (MCA) No. 585 of 2022**

M/s Dristti Structural Engineering Pvt. Ltd., Nagpur through Director  
Shailendra Kalyankar

**Versus**

Maharashtra Airport Development Co. Ltd., Nagpur through Vice  
Chairman and Managing Director

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Office Notes, Office Memoranda of  
Coram, appearances, Court's Orders  
or directions and Registrar's order

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Court's or Judge's Order

Shri Hrishikesh D. Marathe, Advocate for the petitioner.

Shri U.D.Asole, Advocate for the respondent.

**CORAM : ANIL S. KILOR, J.**

**DATED : 21<sup>st</sup> JULY, 2023.**

Heard.

2. This application is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, on the ground that in the agreement between the petitioner and the respondent on February, 2019, there is a clause as regards arbitration i.e. 4.31 which reads thus:

“In case of any dispute as regards the interpretation of any of the conditions stipulated herein the final decision rests with the Vice Chairman and Managing Director of MADC and will be binding on all parties as the award of Arbitrator.”

3. The petitioner is further relying upon tender condition. Accordingly, condition no. 4.18 which relates to the infrastructure facilities which says that MADC shall provide infrastructure facilities like approach roads, water supply, drainage and sewerage laid upto the boundary of the Plot. All charges for water, storm water drain, sewage/garbage disposal etc., and other services consumed by the intending lessee shall be borne by the intending lessee.

4. As the above referred facilities were not provided, the petitioner make a request to the respondent to which on 25<sup>th</sup> July, 2022, the respondent informed to the petitioner that now respondent would like to highlight that, MADC is progressively working to provide the infrastructure facilities.

5. From the reply, it does not appear that there is any dispute as regards any interpretation of any of the condition stipulated in the agreement and therefore as there is no dispute as stipulated in the clause 4.31, the prayer of the applicant to appoint arbitrator cannot be entertained and accepted. Accordingly, the application is rejected.

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by  
SACHIDANAND  
KUTTAN NAIR  
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[ANIL S. KILOR, J.]