



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

924 ARBITRATION APPLICATION NO. 1 OF 2023

SHRI RAMDEOBABA CHARITABLE SOCIETY, AKOLA THROUGH ITS
PRESIDENT JATIN LAXMINARAYAN RATHI

VERSUS

MUNCIPAL COUNCIL JALNA DISTRICT JALNA - MAHARASHTRA
THROUGH ITS CHIEF OFFICER

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Advocate for Applicant : Mr. Jaju Nikhil Santosh

Advocate for Respondent No.1:

Mr. A. B. Jagtap h/f. Mr. Jiwan J. Patil

Advocate for Respondent No.2 : Mr. Ajit B. Kadethankar

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CORAM : ARUN R. PEDNEKER, J.

DATE : 12th MARCH, 2024

PER COURT:

1. Heard.
2. Clause 12 of agreement dated 29.08.2017, provides for arbitration between the parties for disputes arising out of an agreement dated 29.08.2017. Clause 12 of the agreement is reproduced below:-

"12 – Arbitration:-

a. Both the parties hereby specifically agrees, declare and covenant that if any dispute arises in respect of the tender and / or any work and / or of present agreement and / or the interpretation of the agreement and about the quality or in quantity of works, both the parties shall have right to refer any type of such dispute to the arbitrator. The arbitrator

shall be Technical Officer of the Rank of Executive Engineer or above of the Nodal Agency appointed by GoM for the implementation of this scheme i.e. MHADA and the decision of the Arbitrator shall be binding to the parties to this agreement.”

3. The dispute has arisen between the parties and letter for appointment of arbitrator was issued by the applicant on 09.11.2022. However, the letter is not responded to, as such present application is filed.

4. In terms of the agreement, executive engineer of respondent no.2 is appointed as an arbitrator. Parties to pay the fees to the arbitrator / executive engineer as per the schedule. Parties to appear before the Arbitrator on the date given by the Arbitrator. The learned counsel for respondent no.2 to intimate this order to Arbitrator.

5. The Arbitration Application stands disposed of.

[ARUN R. PEDNEKER, J.]