



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

ARBITRATION APPEAL NO. 9 OF 2015

1. The State of Maharashtra
Through : The Collector, Aurangabad
2. The District Supply Officer, Aurangabad.
Dist. Aurangabad.

.....APPELLANTS
(Ori. Respondents)

VERSUS

Hamal Mapari Kamgar Audyogik
Sahakari Sanstha Ltd. Gangapur,
Through its Chairman,
Asaram Shivram Devkar,
Age: 56 years, Occu. Chairman,
R/o: Raghunathnagar, Taluka Gangapur.
Dist. Aurangabad.

.....RESPONDENT
(Ori. Petitioner)

Mr. V. M. Chate, AGP for Appellants
Mr. A. R. Kawade h/f Mr. C. R. Thorat, Advocate for
Respondent

CORAM : ROHIT W. JOSHI, J.

DATED : 08TH AUGUST, 2025

ORAL JUDGMENT :-

1. Learned Counsel for the respondent states that the
respondent/society is no longer in existence.

2. The appellant had entered into an agreement with the

respondent/society for handling of food grains at Gangapur Government Godown for period of three years from 2011 to 2014.

3. Vide order dated 11.07.2012, the Collector, Aurangabad had terminated the contract with effect from 13.07.2012. This decision was assailed by the respondent by invoking arbitration clause under the agreement.

4. The Divisional Commissioner, Aurangabad, functioning as sole-arbitrator has upheld the order dated 11.07.2012, passed by the Collector vide order dated 11.11.2013. This order dated 11.11.2013, came to be challenged by the respondent/society before the learned Principal District Judge, Aurangabad by filing application under Section 34 of the Arbitration and Conciliation Act, 1996, being M.A.R.J.I. No.38 of 2014, which came to be allowed vide judgment and order dated 02.07.2014. The learned District Judge has merely set aside the arbitral award dated 11.11.2013, passed by the Divisional Commissioner/Arbitrator, Aurangabad. No consequential relief is granted. This judgment and order is subject matter of the present appeal preferred by the State of Maharashtra.

5. After filing of the appeal, the tenure of the agreement has come to an end. Learned AGP informs that apart from the aforesaid arbitration proceeding, the respondent has not initiated any proceeding seeking any monetary compensation or any other relief in relation to the contract in question.

6. As stated above, no consequential relief in nature of compensation or damages etc., is granted. In the result, cause in the appeal is rendered infructuous. Appeal is disposed of accordingly.

(ROHIT W. JOSHI, J.)