



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH, NAGPUR.**

MISC. CIVIL APPLICATION (ARBITRATION) NO. 1166 OF 2023

- 1) Salasar Cotex, through its proprietor
Mrs. Aruna Jagdish Sarda,
Aged about 44 years, occ.- Business,
R/o. Gat No.67-69, Parli Gangakhed
road Karam, Tq. Sonpeth, Dist. Parbhani.
- 2) Shri Agro Services, Through its Proprietor,
Praveen Sanjabrao Bhujade,
Aged about 47 years, Occ.-Business,
Kamunja Road, Walgaon,
District Amravati – 444801.
- 3) Minakshi Cotton Pvt. Ltd. through its
Director– Ajay Madanlal Agrawal,
Aged about 48 years, Occ.-Business,
Gut No.318, At Post Balanagar,
Tq. Paithan, Dist. Aurangabad 431105.
- 4) Salasar Ginning & Pressing, through its
Partner- Jagdish Kachrual Sarda,
Aged about 44 years, Occ.-Business,
R/o. Gut No.67-69, Parli Gangakhed Road,
At Post – Karam, Tq. Sonpeth, Dist.Parbhani.
- 5) Venkatesh Fibers, through its Partner,
Rahul Vyankatrao Chavan,
Aged about 32 years, Occ.-Business,
R/o. Sr. No.152, At Post Madasgaon,
Tq.Gangakhed, Dist. Parbhani.
- 6) Vyankatesh Cotton Company, through its
Partner- Avinash Jayprakashji Bihani,
Aged about 38 years, Occ.-Business,
R/o. Gut No.63, At Post – Pomnala,
Bhokar-Bhaisa Road, Tq.Bhokar, Dist.Nanded.
- 7) Bajrang Cotex through its Partner-
Ramesh Nandkishorji Dayma,
Aged about 56 years, Occ.-Business,
R/o. Factory 39/1, At Post Mahadpuri,

Dusalgaon Phata, Parbhani Road,
Tq. Gangakhed, Dist. Gangakhed.

- 8) Bhandari Prime Cotton Industries,
Through its Proprietor –
Sanjay Rameshlal Bhandari,
Aged about 50 years, Occ.-Business,
R/o. Factory Gut No.10, Village Dhangaon,
Tq. Paithan, Dist. Aurangabad 431005.
- 9) Kalpataru cottex, through its Proprietor-
Mr. Kiran Rameshlal Bhandari,
Aged about 38 years, Occ.-Business,
R/o. Gut No.265/4, sonasangvi Shivar,
At Post Chapadgaon, Tq. Shevgaon,
Dist. Ahmednagar 414502.
- 10) Shri Rajendra Fibers through its
partner- Rahul Pramod Nahar,
Aged about 31 years, Occ.- Business,
R/o. Gut No.438, Sillod Road,
At Post- Khamgaon Phata,
Tq. Phulambari, Dist. Aurangabad 431411.
- 11) Balaji Agro Industries, through its
partner- Balu Motilal Toshniwal,
Aged about 51 years, Occ.-Business,
R/o. s. No.598, Opp. Midc Adas Road, Dharur,
Tq, Dharur, Dist. Beed 431124.
- 12) Prasad Fibers Pvt. Ltd., through its
Director- Hariprasad Bhikulal Soni,
Aged about 58 years, Occ.-Business,
R/o. No.510/1 & 510/2, Parli Road
Gangakhed Road, Parbhani, Dist. Parbhani.
- 13) Poornima Cotton Ginning & Pressing
through its Partner- Onkar Uttamrao
Khurpe, Aged about 40 years,
Occ.- Business, R/o. Khurpe Complex,
Opp New Bus Stand, At Post Majalgaon,
Tq. Majalgaon, Dist. Beed.

- 14) Santosh Cotton Company through its Proprietor- Vinodkumar Rambilas Agrawal, Aged about 56 years, Occ.- Business, R/o. Mauje Khel Tapmali Saoli (Dhatura) At Post- Paratwada, Tq. Paratwada, Dist. Amravati 444805.
- 15) Rajat Cot through its proprietor- Vijaykumar Kamalchand Agrawal, Aged about 57 years, Occ.-Business, R/o. Betul Road, At Post Kothara, Tq. Paratwada, Dist. Amravati 444805.
- 16) Naman Cotton through its partner- Manish Shankarlalji Agrawal, Aged about 52 years, Occ.- Business, R/o. Gut No.55, Sindkhedraja Road, At Post Deulgaonraja, Tq. Deulgaonraja, Dist. Buldhana.
- 17) Goyal Enterprises, through its partner- Mrs. Sapna Kishan Goyal, Aged about 52 years, Occ.-Business, R/o. Nava Mondha, Gangakhed, Tq. Gangakhed, Dist. Parbhani.
- 18) Ganga Cot Fibers through its partner- Anand Tikamdas Panpaliya, Aged about 47 years, Occ.-Business, R/o. Gut No.287/2, Walgaon Road At Post Revsa, Tq. & Dist. Amravati 444801.
- 19) Chhatrapati Ginning & Pressing Through its Director- Dadasaheb Annasaheb Bandal, Aged about 38 years, Occ.- Business, R/o. Gut No.50/1/1, Shivacha Mala Road, At Post Mirajgaon, Tq. Karjat, Dist. Ahmednagar 414401.
- 20) Khurana Ginning Factory, through its Partner- Janakraj Brijlal Khurana, Aged about 61 years, Occ.- Business, R/o. Plot No.C-3, C-4, Midc, At Post Limbala, Tq. & Dist. Hingoli 431 513.

- 21) Keshav Ginning & Pressing factory
Through its partner- Rameshwar Ramdayal
Tawani, Aged about 57 years,
Occ.- Business, R/o. Gut No.186,
At Post- Malewadi, Tq.Gangakhed,
Dist. Parbhani.
- 22) Ashish Industries, through its proprietor-
Ashish Keshav prasad Rathi,
Aged about 41 years, Occ.-Business,
R/o. Plot No.A-24, Midc, At Post- Anjangaon,
Tq. Anjangaon Surji, Dist. Amravati 444705.
- 23) Shri Gajanan Ginning & Pressing Factory
Through its Proprietor- Manish
Shankarlalji Agrawal, Aged about 51 years,
Occ.- Business, R/o. Akot road,
At Post Shegaon, Tq. Shegaon,
Dist. Buldhana 444 203.
- 24) Ncc Narsinh Cotton Pvt. Ltd. Through its
Director- Parasnath Mevalal Jaiswal,
Aged about 60 years, Occ.-Business,
R/o. sy No.34, Khedula Road, At Post
Bandharwada, Tq. Pathri, Dist.-431 506.
- 25) Mauli Ginning & Pressing Factory
Through its proprietor- Balasaheb
Narayanrao Kale, Aged about 40 years,
Occ.- Business, R/o. Sr. No.236,
Ambajogai Road, At Post Kaij,
Tq. Kaij, Dist. Beed 431 123.
- 26) Shri Sai Ginning & Pressing Factory
Through its partner- Mustaq Gaffur
Kureshi, Aged about 43 years,
Occ.- Business, R/o. Gut No.351,
At Post- Hasegaon (Kaij), Tq. Kalamb,
Dist. Osmanabad.
- 27) Purva Ginning Pressing, through its
Proprietor Mrs. Varsha Ulhas Rudrwar,
Aged about 55 years, Occ.-Business,
R/o. Opp. 132 k.v. Sub. Station,
At Post- Bhatwadgaon, Tq. Majalgaon,
Dist. Beed 431131.

- 28) Nsl Cotton (ncc cj cotton pvt. Ltd.)
through its director- Parasnath Mevalal
Jaiswal, Aged about 60 years,
Occ.- Business, R/o. sy. no.171, village
At post Kuppa, Tq. Wadwani,
Dist. Beed 431 128.
- 29) Shri Cotex Pvt. Ltd., through its
partner- Mrs. Aparna Sanjay Kute,
Aged about 47 years, Occ.-Business,
R/o. Khel Sonji Gat No.37, 39,
Khel Bari Gat No.16, Jalgaon-sungaon
Road, Jalgaon (Jamod), Tq. & Dist
Buldhana.
- 30) Shri Supo Ginning & Pressing Factory,
Through its partner- Kishor Kisanlal Kela,
Aged about 61 years, Occ.- Business,
R/o. Ganesh bhavan, near Buldhana
Urban, Main road Jalgaon (Jamod),
Tq. & Dist. Buldhana 443 402.
- 31) Shri Onkar Cotton Agro Industries
Through its partner- Kamalnarayan
Kishanlal Mandhane, Aged about 59 years,
Occ.- Business, R/o. near Toll Naka,
At Post- Asola, Basmat Road,
Parbhani 431 401.
- 32) Shree Balaji Agro Tech through its
Partner- Anita Dinesh Mandhani,
Aged about 39 years, Occ.- Business,
R/o. Survey No.54, At Post- Gopa,
Tq. Gangakhed, Dist. Parbhani.
- 33) Rajrajeshwar Cottex Pvt. Ltd.
Through its Director- Ramnivas
Radheshyam Sharma,
Aged about 52 years, Occ.- Business,
R/o. Gut No.46, Borwand & Gut No.515
Singnapur, near Tata Chemical
Compound, Gangakhed Road, Parbhani.

- 34) Mahesh Cot Spin Pvt. Ltd., through its Director- Pritesh Mangilal Bhandari, Aged about 38 years, Occ.-Business, R/o. Survey No.88/1, Nanded Road, At Post- Gangakhed, Tq. Gangakhed, Dist. Parbhani.
- 35) Vyankatesh Ginning & Pressing Factory, Through its proprietor- Prabhakar Vishwanathrao Dubbewar, Aged About 70 years, Occ.- Business, R/o. Gangakhed Road, Parbhani 431 401.
- 36) Balaji Ginning & Pressing Factory through its proprietor- Ganesh Shivajirao Mukkawar, Aged about 49 years, Occ.- Business, R/o. Beside Toll Naka, Gangakhed Road, At Post- Brahmangaon, Tq. & Dist. Parbhani 431401.
- 37) Kalka Agro Industries, through its partner- Rajesh Mohanlalji Jayal, Aged about 58 years, Occ.- Business, R/o. Gut No.55, Pimpalner Sindkhedaraja Road, Deulgaonraja, Dist. Buldhana.
- 38) Venkatesh Cotton Industries through its partner- Suresh Dyanoba Thorat, Aged about 44 years, Occ.- Business, R/o. s. No.139-a, 139-b, at post Kumbephal, Tq. Kaij, Dist. Beed 431 123.
- 39) S. K. Cotton Company Ginning & Pressing through its partner- Shaik Salim Rukamoddin, Aged about 43 years, Occ.- Business, R/o. Parli Road, At Post- Bharmapuri, Tq. Parli (v), Dist. Beed.
- 40) Bhartiya Ginning Factory through its proprietor- Vijay Bajranglal Agrawal, Aged about 47 years, Occ.- Business, R/o. Khamgaon-Shegaon Road, At Post Savrna, Tq. Shegaon, Dist. Buldhana.

- 41) Gurukrupa Fibers 1.1.p. through its Partner- Pandhrinath Tukaram Lande, Aged about 48 years, Occ.- Business, R/o. Gut No.132/136, At Post- Ghatsavli, Tq. and Dist. Beed 431 122.
- 42) Keshav Ginning & Pressing Factory, through its Partner- Rameshwar Ramdayal Tawani, Aged about 57 years, Occ.- Business, R/o. Gut No.235, Ambajogai Road, Kaij, Tq. Kaij, Dist. Beed 431 123.
- 43) Man Cott Pvt. Ltd. through its Director- Rajendrasingh Dharamshingh Rajpal, Aged about 59 years, Occ.- Business, R/o. Gut No.52-53, Gevrai road, At Post Majalgaon, Tq. Majalgaon, Dist. Beed.
- 44) Narmada Agro Cotex Pvt. Ltd., through its Director- Madhav Ambadasrao Nirmal, Aged about 45 years, Occ.- Business, Gut No. 120, At Bhopa, Post- Telgaon, Tq. Dharur, Dist. Beed 431 131.
- 45) Narmadadevi Cotspin L L P, through its Partner- Madhav Ambadasrao Nirmal, Aged about 45 years, Occ.- Business, R/. Gut No. 26, 45, 46, 47 & 48, Beed- Parli highway, At Post- Mainda, Tq. and Dist. Beed.
- 46) Durgeshwari Industries Ltd., through its Director- Anil Onkarlal Agrawal, Aged about 57 years, Occ.- Business, R/o. Maharani Laxmibai Road, Parbhani 431 401.
- 47) Somani Ginning & Pressing through its Partner- Ajay Ramniwas Somani, Aged about 54 years, Occ.- Business, R/o. Gut No.340, Balanagar, Tq. Paithan, Dist. Aurangabad.

- 48) Natraj Cotton Pvt. Ltd., through its Director- Sunil Pushalal Tatyai, Aged about 56 years, Occ.- Business, R/o. Gut No.383, At Post- Tamsa, Tq. Hadgaon, Dist. Nanded.
- 49) Radhasarveshwar Fibers through its Partner- Ashish Mohanlalji Tayal, Aged about 45, Occ.- Business, R/o. Gut No.422, Dongargaon road, At Post- Sillod, Tq. Sillod 431112, Dist. Aurangabad.
- 50) Vitthalkrupa Ginning & Pressing through its Partner- Arun Ramchandra Pere, Aged about 42 years, Occ.- Business, R/o. Gut No.412, Nilajgaon Road, At Post- Bidkin, Tq. Paithan, Dist. Aurangabad 431 105.
- 51) Santprayag Ginning & Pressing through its Partner- Subhash Santukrao Ambilwade, Aged about 52 years, Occ.- Business, R/o. Opp. Vitthal Mandir, Gujari Bazar, Parbhani 431 401.
- 52) Nitin Ginning & Pressing Factory through its Proprietor- Haribhau Vitthalrao Lahane, Aged about 60 years, Occ.- Business, R/o. sn. No.54, Pokharni Fata, At Post- Pohetakli, Tq. Pathari, Dist. Parbhani 431 506.
- 53) Mahalaxmi Cotton Company & Oil Mill, through its Proprietor- Mrs. Hirabai Baburao Chavan, Aged about 58 years, R/o. Gut No. 114/1, 114/2, At Post Nandgaon, Tq. Ambajogai, Dist. Beed 431 517.
- 54) Manjeet Cotton Pvt. Ltd., through its Director- Rajendrasingh Dharamsingh Rajpal, Aged about 60 years, Occ.- Business, R/o. At Post- Kodgaon Huda, Tq. Parli (v), Dist. Beed.

- 55) Shri Balaji Fibers through its partner-
Manish Gangabisan Kabra,
Aged about 52 years, Occ.- Business,
R/o. Gut No.220, At Post- Pimpalgaon
Chilamkha, Tq. Deulgaon Raja 443204,
Dist. Buldhana.
- 56) Shree Tirumala Cotton Prosessors through
its Partner- Jayesh Bakimchandra Lodaya,
Aged about 56 years, Occ.- Business,
R/o. Nagpur-Aurangabad Highway,
At Post- Tuljapur, Koli Fata, Karanja (Lad),
Dist. Washim.
- 57) J S Q Ginning Factory through its partner-
Shahezad Ahmed Qureshi,
Aged about 33 years, Occ.- Business,
R/o. At Post. Mauje Lakhad, sr no.86/a,
Akot road, Anjangaon Surji,
Dist. Amravati 444705.
- 58) Venkatesh Cotton Industries, through
its Partner- Suresh Dnyanoba Thorat,
Aged about 44 years, Occ.- Business,
R/o. At Post- Pangaon, Tq. Renapur,
Dist. Latur 431 522.
- 59) Narmada Fibers LLP through its partner
Madhav Ambadasrao Nirmal,
Aged about 45 yeas, Occ.- Business,
R/o. Sy No.203, Kaij Road, At Post-
Dharur, Tq. Dharur, Dist. Beed 431 124.
- 60) Shree Guru Raghavendra Ginning &
Pressing Factory through its partner-
K. Murlikrishna s/o Ramappa Shetty,
Aged about 57 years, Occ.- Business,
Dharur-Adas Road, At Post- Dharur,
Tq. Dharur, Dist. Beed 431 124.
- 61) Laxmi Venkatesh Ginning & Pressing Factory
through its Partner- K. Muralikrishna
s/o Ramappa Shetty, Aged about 57 years,
Occ.- Business, R/o. Parali road, At Post-
Bhopa, Tq. Dharur, Dist. Beed 431128.

- 62) United Cotton Extract Pvt. Ltd., through its Director- Upendra Vasantlal Mehta, Aged about 59 years, Occ.- Business, R/o. Gut No. 383, Village Sayni Bk, Old Agra Road, near Spinning Mill, Tq. Malegaon, Dist. Nashik.
- 63) Puneet Enterprises through its Proprietor- Rasdeepsingh Manmohansingh Chawla, Aged about 57 years, Occ.- Business, R/o. Gut No.423, Dongargaon Road, At Post- Sillod 431 112, Dist. Aurangabad.
- 64) Jagdamba Agro Industries through its Proprietor- Ashish Nathrao Chakkarwar, Aged about 47 years, Occ.- Business, R/o. At Post- Warud, Tq. Pusad, Dist. Yavatmal 445 204.
- 65) Vvrindavan Ginning and Pressing Ind. Through its Partner- Mrs. Babita Pankaj Agrawal, Aged about 53 years, Occ.-Business, R/o. sr.no. 121/2, 121/3, Village at Post- Navegaon Waghade, Tq. Gondpipri, Dist. Chandrapur 442 702.
- 66) Deepak Ginning & Pressing through its Proprietor- Gopikishan Harichandra Gorde, Aged about 63 years, Occ.- Business, R/o. Gut No.348, At Post- Balanagar, Tq. Paithan, Dist. Aurangabad.
- 67) Kunal Cotton Industries through its Proprietor- Kishore Pushalal Tayal, Aged about 63 years, Occ.- Business, R/o. At Post- Phulepimpalgaon, Tq. Majalgaon, Dist. Beed.
- 68) Maharashtra Cottons through its Partner- Momin Sagir Rashid, Aged about 44 years, Occ.- Business, R/o. Gujarwadi Road, At Post- Patrud, Tq. Majalgaon, Dist. Beed 431 131.

- 69) Cotseeds Udyog through its Proprietor-
Ranjeet Sitaram Shinde,
Aged about 33 years, Occ.- Business,
R/o. Survey No.847/61, Village At Post-
Paytalwadi, Tq. Majalgaon 431 131,
Dist. Beed.
- 70) Deepstambh Infrastructure Pvt. Ltd.,
through its Director- Rahul Diliprao
Murkute, Aged about 35 years,
Occ.-Business, R/o. Gut No.23,
At Post- Borwand(kh.), Parbhani-
Gangakhed Road, Parbhani 431 401.
- 71) Swastik Ginning & Pressing Industries
through its Partner- Pankaj Kantilal Kothari,
Aged about 48 years, Occ.- Business,
R/o. Yavatmal Road, At Post- Aarni,
Tq. Aarni, Dist. Yavatmal 445 103.
- 72) Balaji Ginning & Pressing through its
Partner- Ashok Vishwanath Nilawar,
Aged about 68 years, Occ.- Business,
R/o. Boregaon Road, At Post- Aarni,
Tq. Aarni, Dist. Yavatmal 445 103.
- 73) Ramsavi Industries through its Partner-
Harishankar Ramkishan Agrawal,
Aged about 55 years, Occ.- Business,
R/o. Anjangaon Road, At Post- Sawali Gram,
Tq. Paratwada 444 805, Dist. Amravati.
- 74) Laxmi Cotton Industries through its
Partner- Harishankar Ramkishan Agrawal,
Aged about 55 years, Occ.- Business,
R/o. Anjangaon Road, At Post- Sawali Gram,
Tq. Paratwada 444 805, Dist. Amravati.
- 75) P S Cotton & Oil Industries through its
Partner- Praveen Ramkisan Chandak,
Aged about 32 years, Occ.- Business,
R/o. Gut No. 61, At Post- Dhangarwadi
(Sawargaon),431131, Tq. Majalgaon,
Dist. Beed.

- 76) Jai Gurudev Jinning & Pressing Industries through its Partner- Chandrashekhar Ganeshrao Thote, Aged about 55 years, Occ.- Business, R/o. Gut No.876/1, Kotta Road, At Post- Kalamb, Dist. Yavatmal.
- 77) Manudas Ginning Factory through its Partner- Vishwajit Govindsingh Rathod, Aged about 36 years, Occ.- Business, R/o. Boregaon Road, At Post- Aarni, Tq. Aarni, Dist. Yavatmal 445 103.
- 78) Laxmi Fibers Cotton Ginning & Pressing Factory through its Proprietor- Sandeep Laxman Patil, Aged about 33 years, Occ.- Business, R/o. Gut No.201, Nh No.6, Jalgaon Dhule Road, At Post- Dalwel, Tq. Parola, Dist. Jalgaon.
- 79) Ambadas Ginning & Pressing Pvt. Ltd., through its Director- Satindar Ashruba Maind, Aged about 57 years, Occ.- Business, R/o. Sr.No.43/A, Parbhani Road, At Post- Majalgaon, Tq. Majalgaon, Dist. Beed 431 131.
- 80) NCC Abhinandan Cotton Pvt. Ltd., through its Auth. Signatory- Satindar Ashruba Maind, Aged about 57 years, Occ.- Business, R/o. sr.no.70, At Post- Swargaon, Tq. Majalgaon, Dist. Beed 431 131.
- 81) Riddhi Siddhi Fibers through its Partner- Harichandra Uddhavrao Sitlambe, Aged about 43 years, Occ.- Business, R/o. Gut No.309, At Post- Turkabad, Tq. Gangapur, Dist. Aurangabad.
- 82) Shubham Cotex through its Partner- Mrs. Jaya Jugalkishore Lohiya, Aged about 63 years, Occ.- Business, R/o. Sirsala-Sonpeth road, At Post- Kawadgaon-hudda, Tq. Parli (v), Dist. Beed 431 516.

- 83) Moreshwar Ginning & Pressing Factory through its Partner- Prabhakar Ganpatrao Hoke, Aged about 58 years, Occ.- Business, R/o. Gadhi Road, At Post- Phulepimpalgaon, Tq. Majalgaon, Dist. Beed 431 131.
- 84) Vishwatej Ginning & Pressing Pvt. Ltd., through its Partner- Mrs. Sonali Rushikesh Deshmukh, Aged about 36 years, Occ.- Business, R/o. Dharur-Ambajogai road, At Post- Khodas, Tq. Dharur, Dist. Beed 431 517.
- 85) Success Cotton Industries through its Partner- Murlidhar Chandrakantrao Dake Aged about 44 years, Occ.- Business, R/o. Near Dental College, Pathri Road, Parbhani 431 401.
- 86) Arihant Fibers through its Partner- Ajay Satyanarayan Sariya, Aged about 41 years, Occ.- Business, R/o. Gut No.498, Gangakhed Road, Singnapur 431 402, Dist. Parbhani.

.... **APPLICANTS**

// VERSUS //

- 1) The Maharashtra State Co-operative Cotton Grower's Marketing Federation Ltd., through the Managing Director, Head Office at Cotton Complex Building Ajni Chowk, Wardha Road, Nagpur-15, Administrative office at 201, Jolly Bhavan-2, Vitthaldas Thakerasey Marg, New Marine Lines, Church Gate, Mumbai – 400 020.
- 2) The Zonal Manager, The Maharashtra State Co-operative Cotton Grower's Marketing Federation Ltd., Cotton Complex Building, Ajni Chowk, Wardha Road, Nagpur 440015.

- 3) The Zonal Manager,
The Maharashtra State Co-operative
Cotton Grower's Marketing Federation
Ltd., Amravati Kharedi Vikri Sangh,
Old Cotton Market Road, Amravati 444601.
- 4) The Zonal Manager,
The Maharashtra State Co-operative
Cotton Grower's Marketing Federation Ltd.
1st Floor, Chamber of Commerce Bldg.
Tilak Road, Near Janta Bank, Akola 444001.
- 5) The Zonal Manager,
The Maharashtra State Co-operative
Cotton Grower's Marketing Federation Ltd.
C/o Beside Late Gajanandada Market Yard
Opp. Hotel Royal Palace, Khamgaon Road
Shegaon, Tq. Shegaon, Dist. Buldhana 444303.
- 6) The Zonal Manager,
The Maharashtra State Co-operative
Cotton Grower's Marketing Federation Ltd.
C/o Udyog Bhavan, Darvha Road,
Yevatmal 445001.
- 7) The Zonal Manager,
The Maharashtra State Co-operative
Cotton Grower's Marketing Federation Ltd.
C/o Sow. Rekha R. Dhume, Gokul,
Station Rd. Near Jagannath Baba Mandir,
At Po. Vani, Dist. Yevatmal 445304.
- 8) The Zonal Manager,
The Maharashtra State Co-operative
Cotton Grower's Marketing Federation Ltd.
Kiran Prabha Residency Building,
1st Floor, Plot No.102, Professor Colony,
Asian Highway No.46, Opp. Govt. Engg.
College, Jalgaon 425001.
- 9) The Zonal Manager,
The Maharashtra State Co-operative
Cotton Grower's Marketing Federation Ltd.
N-5, F-23, Shreenagar, Bajarang Chowk,
New Aurangabad 431003.

- 10) The Zonal Manager,
The Maharashtra State Co-operative
Cotton Grower's Marketing Federation Ltd.
Opp. Stadium Complex, Pandit Jawaharlal
Nehru Marg, Parbhani 431401.
- 11) The Zonal Manager,
The Maharashtra State Co-operative
Cotton Grower's Marketing Federation Ltd.
1st Floor, Parsewar Fertilizer Building,
New Mondha, nanded 431602.
- 12) The Zonal Manager,
The Maharashtra State Co-operative
Cotton Grower's Marketing Federation Ltd.
Patange Niwas, Bus Stand to Garden
Road, At Po. Parli Vaijanath,
Dist. Beed 431515.

.... **RESPONDENTS**

Mr. A. G. Joshi, Advocate along with Mr. Ram D. Heda, Advocate
for the Petitioners.

Mr. M. V. Samarth, Senior Advocate assisted by Mr. C. M.
Samarth, Advocate for the Respondent Nos.1 to 12.

CORAM : SMT. M.S. JAWALKAR, J.

DATE OF RESERVING THE JUDGMENT : 11/03/2025

DATE OF PRONOUNCING THE JUDGMENT: 05/04/2025

JUDGMENT :

1. **Rule.** Rule made returnable forthwith.
2. Heard finally with the consent of the learned Counsel
appearing for the parties.

3. Present Application is filed for appointment of sole Arbitrator in accordance with the terms of Clause-15 of the Agreement for conducting an arbitration between the Applicants and the Respondents under the provisions of the Arbitration and Conciliation Act, 1996 (for short the “Act of 1996”), on account of absolute failure of the Respondent Authorities to acknowledge the requests made to them for appointment of Arbitrator. The said request for appointment of an Arbitrator is arising on account of illegal deduction made by the Respondents from the amount due and payable to the Applicants for supply of cotton bales.

4. It is submitted that the Applicants are owners of cotton Ginning and Pressing factories and Respondent No.1 is a body registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 having its head office and an Administrative offices and its addresses as mentioned in cause title. It is further contention of the Applicants that the Applicants are owners of cotton ginning-pressing factories with whom, as per usual practice and in ordinary course of business, the Respondents of respective Zones are executed Agreement on behalf of Respondent No.1 for season 2019-20 and 2020-21. All the Applicants i.e. ginning-pressing factory owners have individually signed the Agreements

with the respective Respondents and all the agreements are identical by all means. In September 2021, the Respondents addressed notices for recovery of amounts for the alleged losses suffered by the Respondents on the ground of discovery of Trash in cotton beyond permissible limits. It was alleged that sample cotton drawn from the premises of Ginning-Pressing factories of the Applicants was tested in laboratories had revealed presence of trash in cotton beyond permissible limits. Therefore, Applicants were informed about recovery of amount either by way of deduction to that extent from the actual amounts payable to them or by way of imposing fresh recoveries of amounts to that extent. Though the notices are sent individually, they are exactly identical ones except for the figure of amounts of deduction.

5. It is submitted that the present Applicants along with one Shree Ganesh Agro Industries, Parbhani (who was the Applicant No.1) had filed a similar application before this Court for appointment of arbitrator under Section 11(6) of the Act of 1996 bearing Misc. Civil Application No.278/2022. This Court vide order dated 03.02.2023 was pleased to allow the application on behalf of applicant Ganesh Agro Industries, Parbhani and appointed an arbitrator. In view thereof many of the Applicants in

the present Application wrote to the Respondents stating the fact that an arbitrator is appointed in a similar matter and requested the Respondents to appoint an arbitrator for resolving their disputes. Respondents refused to appoint an arbitrator stating that issue involved in the ongoing arbitration proceedings of M/s Ganesh Agro Services is based upon a separate issue. As such, the Applicants prayed for appointment of an arbitrator.

6. Learned Counsel for the Respondents raised preliminary objection that the Application is not maintainable in view of the various orders passed by this Court in Misc. Civil Application No.278/2022. It is submitted that there cannot be any common application for appointment of arbitrator as each individual has entered into a separate agreement with the Respondents. My attention is drawn to the order passed by this Court dated 30.01.2023 in Misc. Civil Application No.278/2022, which is reproduced as under :

“Heard.

2. On 27.01.2023, I had recorded the following submission of the learned Counsels for the parties.

“Mr. Samarth, learned senior counsel raises a preliminary objection regarding maintainability of the present application, which is at the behest

of 87 different individuals, who have an individual agreement with the Respondent No.1, each having an independent arbitration clause.

Mr.Heda, learned counsel for the applicants by inviting my attention to Section 141 of the CPC submits that on account of applicability of CPC to this proceedings, Order 2 Rule 3 of CPC would be applicable and therefore a single application at the behest of all the 87 applicants shall be maintainable.

In order to demonstrate this, he seeks a short accommodation, considering which list the matter on 30.1.2023.”

*3. Mr. Heda, learned counsel for the applicants, today concedes that there is no provision making Code of Civil Procedure applicable, to the proceedings under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (for short the “Act of 1996”). He however places reliance upon **ITI Ltd. Vs. Siemens Public Communications Network Ltd., (2002) 5 SCC 510 para 10 and 11**, which speaks as under:*

“10. We do not agree with this submission of the learned counsel. It is true in the present Act application of the Code is not specifically provided for but what is to be noted is: Is there an express prohibition against the application of the Code to a proceeding arising out of the Act before a civil court? We find no such specific exclusion of the Code in the present Act. When there is no express exclusion, we cannot by inference hold that the Code is not applicable.

11. It has been held by this Court in more than one case that the jurisdiction of the civil court to which a right to decide a lis between the parties

has been conferred can only be taken by a statute in specific terms and such exclusion of right cannot be easily inferred because there is always a strong presumption that the civil courts have the jurisdiction to decide all questions of civil nature, therefore, if at all there has to be an inference the same should be in favour of the jurisdiction of the court rather than the exclusion of such jurisdiction and there being no such exclusion of the Code in specific terms except to the extent stated in Section 37(2), we cannot draw an inference that merely because the Act has not provided CPC to be applicable, by inference it should be held that the Code is inapplicable. This general principle apart, this issue is now settled by the judgment of a 3-Judge Bench of this Court in the case of Bhatia International v. Bulk Trading S.A. wherein while dealing with a similar argument arising out of the present Act, this Court held:
(SCC p.116, para 15)

"While examining a particular provision of a statute to find out whether the jurisdiction of a Court is ousted or not, the principle of universal application is that ordinarily the jurisdiction may not be ousted unless the very statutory provision explicitly indicates or even by inferential conclusion the Court arrives at the same when such a conclusion is the only conclusion."

4. It is however necessary to note, that the above observations, have been made in the reference to proceedings arising out of the Act before a Civil Court. The High Court under Section 11(6) of the Act of 1996, is obviously not a Civil Court within the meaning of Section 2(1)(e)(i) of the Act of 1996, considering which, I do not see any reason to accept the above contention. The preliminary

objection regarding maintainability of the application at the behest of 88 applicants, is therefore accepted and it is held that such a joint application is not maintainable. At this juncture, Mr. Heda, learned counsel for the applicants, on instructions, makes a statement that he is restricting the present application vis-a-vis the applicant No. 1. The statement is accepted and the present application, is therefore, restricted to the applicant No.1. The learned counsel is therefore directed to delete the applicant Nos. 2 to 87.

5. The deletion be carried out today itself.

6. Mr. M.V. Samarth, learned Senior Counsel for the non-applicant No.1, shall place his submission on record, if necessary by 03.02.2023.

7. List the matter on 03.02.2023 for further consideration.”

7. Learned Counsel for the Applicants relied on judgment of this Court passed in Writ Petition No.7277/2022, dated 02.05.2023. There was an application under Section 9 of the Act of 1996 filed by the Association of the factory owners before the District and Sessions Court, Nagpur seeking direction to the Petitioners to deposit amount of Rs.12,35,56,444/- alleging that the Petitioners have illegally deducted the amount received by the factory owners, members of the Respondent No.1 Association for the season 2019-20 and 2020-21. The factory owners individually

are the sufferer of illegal action and, therefore, they be made party as applicants to the Application under Section 9 of the Act of 1996. This application was moved under Order 1, Rule 10 of the Code of Civil Procedure (CPC) for joining them as Respondent Nos.2 to 88. In the said matter, the learned District Court allowed the application holding that he has power to add the plaintiff or defendant even *suo motu* under Order 1, Rule 10 of the CPC. In the said matter also the stand of Respondents herein are the same that there was an Agreement with the individual factory owners with the respective Zonal Officers of the Petitioner No.1/Association and, therefore, there cannot be a joint cause of action to file an application under Section 9 of the Act of 1996, by all the factory owners along with Association, therefore, the application under Section 9 of the Act of 1996 itself is not maintainable for that reason.

8. In the matter in Writ Petition No.7277/2022, the application was filed under Section 9 of the Act of 1996 which is interim measures, etc., to be taken by Court. For the sake of convenience Section 9 of the Act of 1996 is reproduced below :

“9. Interim measures, etc., by Court.—1[(1)]A party may, before or during arbitral proceedings or at any time after the making of the arbitral

award but before it is enforced in accordance with section 36, apply to a court—

(i) for the appointment of a guardian for a minor or person of unsound mind for the purposes of arbitral proceedings; or

(ii) for an interim measure of protection in respect of any of the following matters, namely :—

(a) the preservation, interim custody or sale of any goods which are the subject-matter of the arbitration agreement;

(b) securing the amount in dispute in the arbitration;

(c) the detention, preservation or inspection of any property or thing which is the subject-matter of the dispute in arbitration, or as to which any question may arise therein and authorising for any of the aforesaid purposes any person to enter upon any land or building in the possession of any party, or authorising any samples to be taken or any observation to be made, or experiment to be tried, which may be necessary or expedient for the purpose of obtaining full information or evidence;

(d) interim injunction or the appointment of a receiver;

(e) such other interim measure of protection as may appear to the Court to be just and convenient, and the Court

shall have the same power for making orders as it has for the purpose of, and in relation to, any proceedings before it.

2[(2) Where, before the commencement of the arbitral proceedings, a Court passes an order for any interim measure of protection under sub-section (1), the arbitral proceedings shall be commenced within a period of ninety days from the date of such order or within such further time as the Court may determine.

(3) Once the arbitral tribunal has been constituted, the Court shall not entertain an application under sub-section (1), unless the Court finds that circumstances exist which may not render the remedy provided under section 17 efficacious.]

9. In the above Section under Clause (e), it is specifically mentioned that the Court shall have the same power for making orders as it has for the purpose of, and in relation to, any proceedings before it. However, in view of Section 19 of the Act of 1996, the Arbitral Tribunal shall not be bound by the Code of Civil Procedure, 1908 or the Indian Evidence Act, 1872. The parties are free to agree on the procedure to be followed by the arbitral tribunal in conducting its proceedings. As such, the powers under Section 9 of the Act of 1996 are given to the Courts and Court has same power for making orders as it has for the purpose of, and in

relation to, any proceedings before it. In my considered opinion that suggest power akin to the powers enshrined in Code of Civil Procedure. Section 2(1)(e) defines Court which reads as under :

“2. Definitions.—(1) In this Part, unless the context otherwise requires,—

(a)

(b)

(c)

(d)

(e) “Court” means—

(i) in the case of an arbitration other than international commercial arbitration, the principal Civil Court of original jurisdiction in a district, and includes the High Court in exercise of its ordinary original civil jurisdiction, having jurisdiction to decide the questions forming the subject-matter of the arbitration if the same had been the subject-matter of a suit, but does not include any Civil Court of a grade inferior to such principal Civil Court, or any Court of Small Causes;

(ii) in the case of international commercial arbitration, the High Court in exercise of its ordinary original civil jurisdiction, having jurisdiction to decide the questions forming the subject-matter of the arbitration if the same had been the subject-matter of a suit, and in other cases, a High Court having jurisdiction to hear appeals from decrees of courts subordinate to that High Court.

10. However, Section 11 (6) of the Act of 1996 refers power of High Court or Supreme Court to appoint an arbitrator. Thus, order passed by this Court in Writ Petition No. 7277/2022 is in respect of Application under Section 9 of the Act of 1996, whereas the present Application filed for appointment of arbitrator. Thus, there is no question of any application of Code of Civil Procedure while deciding the application under Section 11(6) of the Act of 1996. This Court vide order dated 30.01.2023 passed in Misc. Civil Application (ARBN) No.278/2022, specifically observed that joint application is not maintainable, at that juncture, learned Counsel for the Applicants made a statement that he is restricting the application *vis-a-vis* the applicant No.1. On such statement, this Court observed that the application is therefore restricted to the applicant No.1 and learned Counsel for the applicant directed to delete the applicant Nos.2 to 87. There are individual agreements and such application cannot be clubbed together considering the nature of the contract which relating to the cotton supplied by the Petitioners of a certain standard and quality. After processing, the deduction has been made on account of excess Trash found in the supply. Thus, each case would be based on what is the Trash found in the

supply after processing. Accordingly, deductions will have to be decided whether proper or not. It cannot be possible to pass any order by clubbing the applications together. The Petitioners in spite of knowing this fact that earlier similar application is withdrawn to the extent of Applicant Nos.2 to 87, when Court observed that such joint application is not maintainable. There is no challenge to this order, however, filed another application on behalf of Applicant Nos.2 to 87 in the said writ petition before this Court. The scope of application under Section 11(6) is very limited and there is no question of any application of Code of Civil Procedure in the matter.

11. As such, in my considered opinion, the Application is not tenable on the following grounds that there cannot be any application of Code of Civil Procedure in respect of Section 11(6) of the Act of 1996 and, therefore, no question of clubbing all the applications together. Secondly, there are individual Agreements by respective parties with the Respondents and, therefore, there has to be a separate arbitration proceeding and thirdly, the similar application filed by the Applicants herein on the statement of Applicant that he is restricted the Application *vis-a-vis* to Applicant No.1, the Application was proceeded by directing to

delete the names of Applicant Nos.2 to 87. As such, the similar application on the same ground is not maintainable.

12. Learned Counsel for the Applicants relied on the judgment of ***Canara Bank Vs. N. G. Subbaraya Setty and Another***, reported in ***(2018)16 SCC 228***, however, it is not applicable in the present set of facts as issue involved in the second suit was different from that in the first suit and, therefore, it was held that principle of *res-judicata* did not apply. However, in the present matter the application is same and there is no any different issue.

13. Learned Counsel for the Applicant also relied on ***Global Infonet Distribution Pvt. Ltd. Vs. Lenovo (India) Pvt. Ltd. & Ors., CS(COMM) 658/2017***, decided on 25.07.2019, however in my considered opinion it is not at all relevant, it is in respect of power to the Court to refer the matter to the arbitrator at any stage, when it comes to the knowledge that there is an arbitration agreement.

14. Learned Senior Counsel for the Respondents relied on ***Sarguja Transport Service Vs. State Transport Appellate Tribunal***,

M.P Gwalior & Ors., reported in ***(1987) 1 SCC 5***, wherein the Hon'ble Apex Court observed in para 9 as under :

“9. On this point the decision in Daryao case is of no assistance. But we are of the view that the principle underlying Rule 1 of Order XXIII of the Code should be extended in the interests of administration of justice to cases of withdrawal of writ petition also, not on the ground of res judicata but on the ground of public policy as explained above. It would also discourage the litigant from indulging in bench-hunting tactics. In any event there is no justifiable reason in such a case to permit a petitioner to invoke the extraordinary jurisdiction of the High Court under Article 226 of the Constitution once again.”

15. As such, seeking permission to delete the name of applicant Nos.2 to 87 when it was found that the Court is not inclined to entertain the application instead of filing separate application for applicant Nos.2 to 87 or challenging the order passed earlier by this Court, the instant Application is not maintainable as it is in respect of same subject matter, since earlier application the names of Applicant Nos.2 to 87 were deleted without permission to file a fresh application.

16. As such, the present Application is not maintainable. The Civil Application stands **dismissed**. No order as to costs.

(SMT. M.S. JAWALKAR, J.)

As this juncture, the learned Counsel for the Applicants submits that, the liberty may be granted to file separate Application. As such, there is no impediment in granting such liberty to the Applicants. The Applicants can move separate Application subject to limitation.

(SMT. M.S. JAWALKAR, J.)

Kirtak