



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

925 ARBITRATION APPLICATION NO. 12 OF 2025

Sharda Construction And Corporation Pvt Ltd Through Its Authorized
Representative Mr Kapil M Jadhav

VERSUS

The Union Of India, Ministry Of Road Transport And Highways And Others

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Advocate for Applicant : Mr. Thigale Girish Kalidasrao

Advocate for Respondents No.1 and 3 : Mr. A. G. Talhar

Advocate for Respondent No.2 : Mr. V. T. Sakolkar

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CORAM : ARUN R. PEDNEKER, J.

Dated : March 06, 2026

PER COURT :

1. Heard.

2. The learned Counsel for the petitioner points out the agreement dated 30/11/2018 and submits that the said agreement pertains to construction of a road. He submits that Clause 26.3.1 of the agreement provides that in the event of any dispute arising between the parties, the same shall be referred to arbitration.

3. He further submits that a Writ Petition was filed before this Court for refund of GST amount. By order dated 30/08/2023, the petitioner was relegated to seek an amicable settlement between the parties. However, such settlement could not take place. Thereafter, the petitioner issued a notice invoking Clause 26.3.1 of the agreement, however, the respondents did not respond to the same. Hence, the present application has been filed under Section 11 of the Arbitration and Conciliation Act for appointment of an Arbitrator.

4. The learned Counsel for respondent Nos. 1 and 3 submits that the tender notice was issued on 19/11/2018 and that the petitioner has raised certain disputes with regard to payment of GST. He submits that by order dated 30/08/2023, the petitioner was directed to make a representation in that regard. According to him, the issue involved is not arbitrable. However, considering Clause 26.3 of the agreement dated 30/11/2018, the dispute arises out of the said agreement and relates to certain refunds.

5. Clause 26.3.1 of the agreement between the parties reads as under :

“26.3.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 26.2, shall be finally settled by arbitration in accordance with the rules of arbitration of the SOCIETY FOR AFFORDABLE REDRESSAL OF DISPUTES (SAROD).”

6. Considering the same, this Court deems it appropriate to exercise powers under Section 11(6) of the Arbitration and Conciliation Act for appointment of an Arbitrator.

7. The parties are ad idem and have agreed to appoint learned Advocate Mr. Girish V. Wani for Arbitration of the disputes between the parties. Accordingly, the arbitration application is disposed of with following order :

a] **Appointment of Arbitrator :-**

Advocate Mr. Girish V. Wani is appointed to act as sole arbitrator to adjudicate upon the disputes between the parties.

b] **Communication to Arbitrator of this order :**

(i) A copy of this order will be communicated to the learned Sole Arbitrator by the Advocates for the applicant within one week from the date this order is uploaded.

(ii) In addition, within one week of this order being uploaded, the Registry will forward an ordinary copy of this order to the learned Sole Arbitrator at the following post and email addresses :

Arbitrator	:	Advocate Mr. Girish V. Wani
Address	:	Flat No. D-6, Tirupati Park, N-4, CIDCO, Gurusahani Nagar, Aurangabad - 431 005.
Phone No.	:	9823187829, 0240-2451489
E-mail	:	wanigirish@gmail.com

c] **Disclosure :**

The learned Sole Arbitrator is requested to forward the necessary statement of disclosure under Section 11 (8) read with Section 12 (1) of the Arbitration Act to the Registrar of this Court, referencing this arbitration application, as soon as possible, and in any case sufficiently before entering upon the reference to arbitration. That statement will be retained by the Registrar on the file of this application. Copies will be given to both sides.

d] **Appearance before the Arbitrator :**

Parties will appear before the learned Sole Arbitrator on such date and at such place as the learned Sole Arbitrator nominates and the parties to obtain appropriate directions from the arbitrator in regard to fixing a schedule for completing pleadings, etc.

e] **Contact / communication information of the parties :**

Contact and communication particulars are to be provided by both sides to the learned Sole Arbitrator within one week of this order being uploaded. The information is to include a valid and functional email address.

f] **Section 16 application :**

The respondent is at liberty to raise all questions of jurisdiction within the meaning of section 16 of the Arbitration Act. All contentions are left open.

g] **Interim Application/s :**

(i) Liberty to the parties to make an interim application or interim applications including (but not limited to) interim applications under Section 17 of the Arbitration & Conciliation Act, 1996 before the learned Sole Arbitrator.

(ii) Any such application will be decided in such manner and within such time as the learned Sole Arbitrator deems fit.

h] **Fees :**

As per the Arbitration and Conciliation Act.

i] **Sharing of costs and fees :**

As per the Arbitration and Conciliation Act.

J] **Venue and seat of arbitration :**

Seat of the arbitration would be governed by the provisions of the agreement executed between the parties.

All the contentions of the parties are kept open to be urged before the learned Arbitrator.

(ARUN R. PEDNEKER, J.)

vj gawade/-.