



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

MISC. CIVIL APPLICATION (ARBN) NO.600/2025

Mr. Sushant s/o Sanjay Muley,
Aged about 34 years,
Occupation- Business,
R/o Sadnika number G-1,
Amrut Apartment, Laxmi
Nagar, Nagpur.

... APPLICANT

...VERSUS...

Mrs. Mudruka w/o Sudhakar Thul,
aged about 63 years,
Occupation- Agriculturist,
R/o House No.264, Mahatma
Fule Nagar, Nagpur -440010.

...RESPONDENT

Shri P.L. Naidu, Advocate for applicant
None for respondent

CORAM : PRAVIN S. PATIL, J.

DATED : 12.02.2026

ORAL JUDGMENT

Heard.

2. By this application, the prayer is made to appoint an Arbitrator to adjudicate the dispute which have been arose between

the applicant and respondent in respect of agricultural land which respondent has agreed to sell the petitioner vide agreement to sell dated 22.10.2024.

3. In the present matter, respondent is duly served by private mode of service. Applicant filed affidavit of service on record. Hence, treated the same as served, this Court proceeded to decide the application.

4. It is the submission of the present applicant that applicant and respondent have entered into an agreement to sell on 22.10.2024 of an agricultural land. Accordingly, the applicant has paid the earnest amount and balance consideration was decided to be paid at the time of execution of the sale deed. He has pointed out that there was one conditions in the agreement that respondent will remove the subsisting bank charges from the property. But he failed to remove the same. Therefore, legal notice dated 23.06.2025 was served on him calling upon to remove the bank charges and execute the sale deed. But, till the date fix for execution of sale deed, nothing has been done by respondent to remove bank charges.

5. It is the submission of the applicant that he is ready to perform his part of performance and to execute the sale-deed, but the respondent neither release the bank dues nor clear title of the property. So also, he is not showing any indulgence to execute the sale deed. Hence, as per the conditions stipulated in the agreement, there is a clause in case of such dispute arisen, the matter be referred to the Arbitrator, he has moved the present application.

6. This Court, considering the grievance raised by the applicant, has issued notices to the respondent. However, despite service, respondent chooses not to remain present before this Court. The docket shows that sufficient opportunities are given to the respondent in the matter but, till date, he did not appear in the matter. In the circumstances, all the averments made by the applicant are remained uncontroverted in the matter.

7. In light of the grievance raised by the applicant and there is a specific clause of appointment of an Arbitrator, as per the agreement dated 22.10.2024 and the fact that the dispute arose between the parties, which can be resolved through Arbitrator as per agreement, I am convinced that the appointment of an

Arbitrator is necessary in the matter. In view of above, I proceed to pass the following order:

ORDER

- i) The application is allowed.
- ii) Advocate Shri Ajay C. Chafle, Plot No.50/A, Chintamani Appt. Hill Road, Gokulpeth, Nagpur-10, is appointed as an Arbitrator in the matter.
- iii) The applicant will submit the processing charges in the matter and thereafter, the Registry will take necessary steps and seek the consent of the Arbitrator in the matter.

8. The application stands disposed of. No order as to the costs.

(PRAVIN S. PATIL, J.)

R.S. Sahare