



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

MISC CIVIL APPLICATION (ARBN) NO. 601 OF 2025

APPLICANT :- M/s Unnati Motors (A Division of Micropark Logistics Pvt. Ltd., A private limited company registered under the provisions of Companies Act, 1956, having its registered office at Ahmednagar Road, Viman Nagar, Pune-411014)
(Represented through its Power of Attorney Holder Mr. Vinod Narsing Sapkal, Aged 37 years.

..VERSUS..

RESPONDENTS :- 1) Chief Executive Officer,
Maharashtra Livestock Development Board, Bull Rearing Center Campus,
Near Bada Hanuman Temple, Civil Lines, Nagpur-440001.
2) Chairman, Maharashtra Livestock Development Board and Principle Secretary of Animal Husbandry and Diary Development Department, Government of Maharashtra, Mantralaya, Madam Cama Road, Hutatma Rajguru Chowk, Mumbai-400032.
3) The Commissioner,
Animal Husbandry Department,
Ganesh Khind Road, Aundh, Pune, Maharashtra-411067.

Mr. Pradyumna D. Sharma, counsel a/b Ms Anushree Pande, Mr Prateek Sharma, Ms Vishakha Madhani, Sayali Kulkarni, counsels for applicant.
Ms Soniya Thakur, AGP for respondent/State.

CORAM : **PRAVIN S. PATIL, J.**

DATE : **06/02/2026**

JUDGMENT :

1. Heard. **Rule.** Rule made returnable forthwith. By consent of Mr. Pradyumna D. Sharma, learned counsel for applicant and Ms Soniya Thakur, learned APP for Respondent/State, the application is taken up for final hearing at the stage of admission.

2. By this application, the applicant is seeking appointment of an Arbitrator on behalf of respondents and appointment of Presiding Arbitrator under Section 11 (6) of the Arbitration and Conciliation Act, 1996, more particularly in view of Clause 16.2 of the General Terms and Conditions executed between the parties.

3. The applicant herein is the Private Limited Company registered under the provisions of Companies Act, 1956. The respondents are Government bodies established by the State Government for the purpose of promotion and development of the livestock sector in the State of Maharashtra.

4. Respondent No.1 floated an e-tender for supply of 80 MVU vehicles for the department. The applicant participated in the said bid and, being the successful bidder, the contract came to be executed between the parties for supply of total 80 MVU Bolero Camper Gold VX PS CVBS-6 vehicles for a total consideration of Rs. 11,76,00,000/- (Rupees Eleven Crores Seventy Six Lakhs only).

5. In the said agreement dated 14/03/2023 executed between the parties, contains a specific conditions stipulating that any conflict or dispute arose between the parties shall first be referred to the Dispute

Resolution Committee (DRC). In the event the DRC is not able to resolve the matter within a period of 30 days from its constitution, the dispute shall be referred to arbitration under Clause 16.2 as per the General Terms and Conditions, which provides for a quorum of three Arbitrators. Where the total value of the contractor exceeds then Rs. 1 Crore, each party can appoint one Arbitrator, and the two party-appointed Arbitrators are required to appoint the third Arbitrator, i.e., the Presiding Arbitrator, within 30 days of their nomination.

6. After execution of the agreement, as per clause of contractual terms, the applicant was required to prepare the prototype vehicle as per the given specifications and present it for inspection before the committee of officers. Accordingly, the applicant requested the respondent to fix a date for technical inspection. Accordingly, vehicle were inspected on 26/05/2023.

7. After submitting the receipt of inspection report, the respondent requested the applicant to reduce the valuation from Rs. 1,97,812/- to Rs. 1,26,080/- towards costs estimated for additional customization. The applicant refused for reduction in valuation, as same runs contrary to the contract.

8. It is specifically stated that on 27/06/2023, the applicant informed the respondent that all 80 vehicles were ready for delivery and requested respondent to take delivery and also submitted their invoices. However, in between the respondent requested to deliver vehicles at different of locations all over the Maharashtra, though tender documents never contemplated delivery at different locations. So also, the delivery charges were never included in the tender price.

9. In the background of this factual position, when the original bills and challans were submitted by the applicant, respondent No.1, by

his communication dated 10/10/2023, deducted an amount of Rs. 70, 24,668/- from total payable amount of Rs. 11,48,05,600/- on the ground of delay in delivery of the vehicle to the department.

10. The applicant raised grievance for deducting the amount unilaterally and wrongful deduction towards the delay in delivery of vehicles. According to the applicant, the delay, if any, was caused due to repeated and additional demands made by the respondents from time to time. However, same was not looked into by the respondents in the matter.

11. In these circumstances, on 19/03/2025, applicant issued a notice in terms of Clause 16.1 of General Terms and Conditions(GeM), claiming thereby an amount of Rs. 2,01,32,253.66/- and requested respondent to refer it to the Dispute Resolution Committee. The respondents, however, did not consider the said notice or the request made therein.

12. In the circumstances, applicant by his notice dated 01/05/2025, requested for invocation of arbitration clause under Clause 6.2, which provides that if dispute is not resolved by the District Resolution Committee within 30 days, it shall be referred to a quorum of three Arbitrators. However, no reply received to the said request nor any arbitrators was appointed on the behalf of the respondent.

13. The applicant, by his notice has informed the respondent about appointment of Arbitrator on his behalf in the matter, and was under hope that respondent will communicate the name of their arbitrator in the matter. However, as there is no response from the respondent, the applicant approached before this Court with a prayer for appointment of Arbitrator on behalf of respondent and appointment of Principal Arbitrator under Section 11(6) of the Arbitrator and

Conciliation Act, 1996.

14. The respondents appeared in the matter in response to the notices issued by this Court. It is their submission that the deduction was legitimate deduction done by them, as there was a delay on the part of applicant to deliver the vehicles. It was further contended that there is a delay of near about two years on the part of the applicant in approaching before this Court. As such, considering the fact that, there is no violation of the terms and conditions of the contract, it is not the case, to invoke Clause 16.1 of the General Terms and Conditions of the Contract and consequently is no need of Arbitrator to be appointed in the matter.

15. After considering the submission of both the parties, it is clear that there is a deduction on the part of respondents from the contractual amount, as per terms of the tender dated 14/03/2023. Therefore, it is necessary to determine whether there was a delay on the part of applicant in supplying the vehicles to department. So also, if the respondents are coming with a case that they have deducted the amount in terms of terms of contract, they have no justify the deduction.

16. In the circumstances, in my opinion that applicant has made out a case for interference by this Court and therefore, as per the Clause 16.1 of the General Terms and Conditions, as there is a conflict and dispute between the parties, the same is required to be referred to the Arbitration under Clause 16.2 of the General Terms and Condition of the Contract. Hence, I proceed to pass the following order:-

ORDER

- a] The application is **allowed**.
- b] In view of the above appointment of Arbitrator by the applicant namely (1) Dr. Shri Ajay Nathani, Retired

Principal District and Sessions Judge is appointed as an Arbitrator in this matter. (2) Shri Ashok S. Shivankar is appointed as 2nd Arbitrator and (3) Shri Rohit B Deo, Retired Justice of Bombay High Court is appointed as 3rd Arbitrator i.e. Presiding Arbitrator in this matter.

- c] The Registry is directed to take necessary steps to obtain the consent of the arbitrator by communicating them the order of this Court.
- d] Parties are directed to bear the charges of the arbitrator and paid requisite fees of the arbitrator in the matter.

17. Rule is made absolute in the aforesaid terms. No orders as to costs.

(PRAVIN S. PATIL, J)