

MHBI010025042019



**IN THE DISTRICT COURT AT BEED, DIST. BEED.**

**Civil MA. No. 126/2019**

**The Chief Executive Officer & another  
Vs.  
Hule Constructions Pvt. Ltd. & others**

**ORDER BELOW EXH. No.27**

The impugned application is filed by non-applicant No.1 for transfer of present Civil M.A. to District Judge-2 and Commercial Court at Beed.

2. As per non-applicant, they were awarded contract for repair, renovation and restoration of Irrigation Tank in Ashti and Patoda Taluka. Due to dispute, matter was referred to Arbitration who had passed award thereafter. Applicant had challenged this award under Section 34 of the Arbitration and Conciliation Act, 1996. It was further submitted that, dispute relating to construction and infrastructural contract including tender comes within the definition of commercial dispute as per section 2 (1)(c)(vi) of the Commercial Court Act, 2015 hereinafter referred to as 'The Act' and matter has to be tried by the designated Court constituted under Section 3(a) of 'The Act'. It was further contended that, as per Section 10(3) of 'The Act', all applications arising out of Arbitration under the provisions of Arbitration and Conciliation Act, 1996, has to be heard and disposed off by Commercial Court and District Judge-2 as per notification issued by Government of Maharashtra dt.

(2)

03/07/2019 and 27/08/2019.

3. Applicants filed their say and submitted that, to delay the matter, impugned application is filed. In view of Section 15 of the Act, the prayed to reject the application.

4. Heard respective parties. Perused the material on record.

5. Upon considering the hearing it is evident that, tender was allotted to non-applicant for repairs, renovation and restoration of Irrigation Tanks in Ashti and Patoda Talukas, Dist. Beed. Thereafter, there was some dispute and matter was referred for arbitration and accordingly award was passed and which is challenged in the Court by filing application under Section 34 of the Arbitration and Conciliation Act. Considering subject matter of dispute, in the opinion of the Court, it comes within the meaning of Section 2(1)(c)(vi) of 'The Act' and any commercial dispute has to be decided by Commercial Court specially constituted and designated under Section 3(a) of 'The Act'. Thus a Commercial dispute is liable to be transferred as per Section 15 of 'The Act' as jurisdictional Court and as per Section 10 of the Act. Thus, District Judge-2 being designated Commercial Court at Beed, is having jurisdiction to decide this matter as per notification issued by Hon'ble High Court, in this regard. Accordingly, I pass following order;

**ORDER**

- 1] Application (Exh.27) is allowed.
- 2] Matter be transferred to the District Judge-2 at Beed, being designated Commercial Court,

**Beed,  
Dt.17/03/2026**

**(Anand L. Yawalkar)  
PRINCIPAL DISTRICT JUDGE,  
BEED.**

(3)

Civil M. A. No. 126/2019  
Order below Exh.27.

Dictated on : 17/03/2026  
Transcribed on : 17/03/2026  
Checked & signed on : 20/03/2026

I affirm that the contents of this PDF file are word to word  
as per original Judgment / order.

Name of Steno : S.D. Kulkarni

Name of Court : Dist. & Sessions Court, Beed,

Sd/-

(S.D. Kulkarni)

Stenographer Grade-I