

Court No. - 46

Case :- ARBITRATION AND CONCILI. APPL.U/S11(4) No. - 162 of 2022

Applicant :- M/S R.K. Mineral Development Pvt. Ltd.

Opposite Party :- Hindalco Industries Limited

Counsel for Applicant :- Ravi Prakash Pandey, Sr. Advocate

Counsel for Opposite Party :- Anil Kumar Ray, Anil Kumar Ray

Hon'ble Ashwani Kumar Mishra, J.

Heard Sri M.C. Chaturvedi, learned Senior counsel assisted by Sri Ravi Prakash Pandey, learned counsel for the applicant and Sri Anil Kumar Ray, learned counsel for the opposite party.

Parties admittedly entered into an agreement on 08.05.2012 for performance of certain work which contains an arbitration clause. Clause H.1 provides for resolution of dispute by way of arbitration and the place of arbitration is specified as Renukoot. The arbitration proceedings are to be conducted in english.

Learned counsel for the applicant states that a dispute has arisen between the parties in respect of the contract in question and since the parties have agreed to resolve their dispute by way of arbitration, as such an arbitrator be appointed to resolve the dispute. It is also pointed out that initially certain petitions were filed before the High Court of Jharkhand but relying upon the fact that venue of arbitration is at Renukoot, such petitions were rejected on account of lack of territorial jurisdiction. It is also not in issue that a demand has been raised by the applicant in terms of the arbitration clause for reference of dispute to arbitrator.

The opposite party has filed an objection wherein various claims are denied by the opposite party. However, in para 20 and 25 of the counter affidavit, the opposite party does not object to the appointment of arbitrator in the matter.

In that view of the matter, necessary conditions for appointment of arbitrator under Section 11 are shown to exist. Accordingly, this petition for appointment of Arbitrator succeeds and is allowed.

Accordingly, Mr. Justice Devendra Pratap Singh (Former Judge), R/o 4-A, Minto Road, Allahabad, Telephone No.2266733,

2266987, is appointed as an Arbitrator to enter upon the reference and adjudicate the dispute in accordance with provisions of Arbitration and Conciliation Act, 1996, subject to his consent in terms of section 11-A of the Arbitration and Conciliation Act.

The Arbitrator shall be entitled to fees, in accordance with the provisions of fourth schedule inserted by Act No.3 of 2016. The expenses shall be borne equally by the parties.

Order Date :- 2.11.2023

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