

IN THE HIGH COURT OF JUDICATURE AT PATNA

Request Case No.5 of 2015

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M/s Happy Electricals, a Partnership Firm, having its registered office situated at A-37, Nirman Vihar, Delhi 110092 through its authorized signatory Jitender Parmar son of late Amarjit Singh Parmar, resident of no. A-37, Nirman Vihar, Delhi 110092

.... Petitioner/s

Versus

1. HLL Life Care Ltd. (competent authority, Government of India Enterprise, acting on behalf of Ministry of Health and Family Welfare, Govt. of India) through its Chief Engineer, B-14A, Sector 62, Noida 201301.
2. HLL Life Care Limited (competent authority, Govt. of India Enterprise, acting on behalf of Ministry of Health and Family Welfare, Govt. of India) through its Project Engineer, B-14A Sector 62, Noida 201301.
3. HLL Life Care Limited (competent authority, Govt. of India Enterprise, acting on behalf of Ministry of Health and Family Welfare, Govt. of India) through its Project Manager, B-14A Sector 62, Noida 201301.

.... Respondent/s

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Appearance :

For the Petitioner/s : M/S. Sanjay Bhaumik & Satyendra Prasad

For the Respondent/s : M/S. Suraj Prasad & Rajesh Kumar Singh.

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 10-03-2016

Heard learned counsel for the petitioner and
learned counsel for the Respondents.

2. The present request petition has been filed under
section 11(4), (5) &(6) of the Arbitration & Conciliation Act, 1996
for appointment of Arbitrator for resolving the disputes between the
parties in terms of clause 25 of the agreement dated 19.02.2010
between the parties.

3. According to the petitioner, the work of setting
up of 11 KV Electrical Sub-station DG sets and external electrical



works at residential complex site – AIIMS Patna for a total amounting to Rs.1.63 crores approximately was awarded to the petitioner for completion within the contract period of six months i.e. by 02.09.2010. The work was finally completed in September, 2012 against which an amount of Rs. 2,41,97,532/- was claimed to be pending for payment to the petitioner together with interest thereon.

4. After exhausting the remedies contemplated under the agreement by way of approaching the Project Engineer, the Project Manager as well as the Chief Engineer, the petitioner finally approached for arbitration in terms of clause 25 of the agreement between the parties through letter dated 07.11.2014. The said letter was, however, not responded to, leading to filing of the present request petition.

5. Learned counsel for the respondents appeared and has been heard.

6. A joint application has been filed today on behalf of the parties, according to which the respondents have now acted in terms of clause 25 of the arbitration agreement and have appointed Mr. Ashok Khurana, Director General (Retd.), CPWD as sole arbitrator vide letter dated 19.11.2015, who by his letter dated 25.11.2015 has also accepted such appointment. The petitioner has expressed no objection to the confirmation of appointment of said Sri

Ashok Khurana as the sole arbitrator.

7. In view of the stand of the parties in the joint application, the present request petition has become infructuous, and stands dismissed as such.

(Vikash Jain, J)

Amin/-

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