

IN THE HIGH COURT OF JUDICATURE AT PATNA

Request Case No.14 of 2014

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1. Sanjeev Kumar
 2. Rajeev Kumar
Both sons of Sri Tilak Raj
 3. Tilak Raj, son of Late Hem raj
All residents of 203, Sindhu Indra Nilay Apartment, Yaduvash Path,
Nageshwar Colony, Boring Road, P.S. Budha Colony, Dist. Patna.

.... Petitioners

Versus

1. M/s Apoorva Awas Yojna Pvt. Ltd, a Company registered under the Companies Act, 1956 having its registered office at Apoorva Radha Complex, S.K.Puri, Boring Road, P.S.S.K.Puri, District Patna through its Managing Director, Sri Ramji Singh'
2. Sri Ramji Singh, son of late Brahmadeo Raut, resident of Nehru Nagar, P.S.Patliputra, District Patna.

.... Opposite Parties

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Appearance:

For the Petitioners : Mr. Binod Kumar Sinha, Advocate
For the Opp. Parties : Mr. Nand Kishore Singh, Advocate
Mr. Jitendra Kumar, Advocate
Ms. Sweta Sharma, Advocate

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 24-06-2016

Heard learned counsel for the petitioners and learned counsel for the opposite parties.

2. The present application has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short "the Act") for appointment of an independent and impartial Arbitrator in connection with the agreement dated 9th day of May, 2011 entered into between the parties for sale of an office space to the petitioners.



3. Learned counsel for the petitioners submits that the agreement dated 09.05.2011 contains an arbitration clause vide Clause 27 thereof, which has been duly invoked by letter despatched by registered post on 30.07.2014 raising a dispute with regard to an additional amount of Rs. 40 lakhs under different heads being demanded by the respondents over and above the terms of the said agreement.

4. Learned counsel for the opposite parties on the other hand points out from the counter affidavit and supplementary counter affidavit that the agreement dated 09.05.2011 has since fructified into a registered sale deed dated 30.09.2015 (Annexure-B) according to which the transaction has now attained finality and possession of the premises in question has been taken by the petitioners without demur. It has unequivocally and categorically been stated in Clause 17 of the sale deed that consequent upon registration of the sale deed, the petitioners would have no right to raise any claim against the builders/opposite parties.

5. Having heard the parties and on consideration of the materials on record this Court is of the view that there is little occasion for the petitioners to try and maintain any claim against the opposite parties in the backdrop of Clause 17 of the registered sale deed referred to above. The genuineness of such sale deed

has not been doubted by the petitioners as no rejoinder has been filed. On the undisputed facts of the case therefore, this Court is not satisfied that any arbitrable dispute subsists between the parties any longer.

6. The Request Case is accordingly dismissed.

(Vikash Jain, J)

Chandran

AFR/NAFR	NAFR
CAV DATE	-
Uploading Date	27.06.2016
Transmission Date	-