

IN THE HIGH COURT OF JUDICATURE AT PATNA
Request Case No.127 of 2018

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National Building Construction Corporation India Ltd., NBCC Bhawan,
Lodhi Road, New Delhi – 110003.

... .. Petitioner/s

Versus

- 1) The Managing Director, Bihar Rajya Jal Parishad, Urban Development Department, Government of Bihar, Patna.
- 2) The Principal Secretary, Urban Development and Housing Department, Govt. of Bihar.
- 3) The Chief Engineer, Urban Development and Housing Department of Bihar.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Yashraj Bardhan, Advocate
For the Respondent No.1: Mr. Indrajeet Singh, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL ORDER

8 22-02-2019 Heard Shri Yashraj Bardhan, learned counsel for the

applicant, and Shri Indrajeet Singh, learned counsel for

Respondent No. 1.

It is urged that with regard to the amount in dispute
between the applicant and the Respondent No. 1, the agreement
provides for appointment of an Arbitrator, as is evident from
Clause VII thereof which is extracted hereinunder:

“All the disputes and differences between
the owner and NBCC arising out of the contract shall
as far as possible be resolved through negotiations.
However, if any, differences/disputes still persists, the
same shall be referred to the arbitration of a Sole
Arbitrator to be appointed by the owner from the panel
of three names forwarded by CMD of NBCC. The
decisions of the Sole Arbitrator shall be final and



binding on both parties. The arbitration shall be governed by provisions of the Arbitration & Conciliation Act, 1996.”

Learned counsel for the applicant contends that for the purpose of appointment of an Arbitrator, the applicant had made a request through the letter dated 17th March, 2017 for appointment of an Arbitrator which was forwarded by the Managing Director to the Principal Secretary Urban Development and Housing Department, Government of Bihar, vide a letter dated 19th May, 2017.

Learned counsel for the respondent Shri Singh contends that, as a matter of fact, in view of the decision taken on 9th January, 2008, by the Urban Development and Housing Department, the on-going project which was being handled by the applicant, was transferred to be concluded by the Bihar Rajya Jal Parishad. According to the Respondent No. 1, since the aforesaid transfer has been effected, there will be no scope for appointment of an Arbitrator in the background aforesaid.

Having considered the submissions raised, what I find is that the Chief Engineer of the Urban Development and Housing Department, Government of Bihar, on 24th October, 2018 has sent a letter to the General Manager of the petitioner that a revised estimate be submitted in order to look into the matter. In view of this letter as well as Clause VII of the



agreement extracted hereinabove, it is evident that there is specific Clause for agreement and a dispute does exist with regard to the subject matter. Consequently, in exercise of the powers under sub-section (6) of Section 11 of the Arbitration and Conciliation Act, 1996, I hereby appoint Justice Jaya Nandan Singh (retired) as the Sole Arbitrator to enter into the dispute. The Registrar General is directed to transmit all the documents to the Arbitrator.

Let the parties approach the Arbitrator for fixing a date latest by 15th of March, 2019 in order to enable him to proceed in the matter.

The application is disposed off.

(Amreshwar Pratap Sahi, CJ)

K.C.Jha/Uma/-

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