

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.44 of 2019

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Brajesh Kumar Sinha Son of Sri Bharat Sinha, Resident of behind H/150,
Veer Kunwar Singh, Colony, Hinoo, Ranchi, P.O. - Hinoo, P.S.- Doranda,
District - Ranchi - 834002.

... .. Petitioner/s

Versus

1. The Union of India Through Assistant General Manager, Engineer (Civil),
Airport Authority of India, Gaya Airport, Gaya - 823004, (Bihar).
2. Airport Authority of India, A Statutory Corporation incorporated under the
Airports Authority of India Act, 1995, having its Head Office at Rajiv
Gandhi Bhawan, Safdarganj Airport, New Delhi - 110003.
3. The Chairman, Airport Authority of India Head Office at Rajiv Gandhi
Bhawan, Safdarjung Airport, New Delhi - 110003.
4. Member (Planning), Head of the Department of Engineering, Airport
Authority of India Head Office at Rajiv Gandhi Bhawan, Safdarjung Airport,
New Delhi - 110003.
5. Executive Director, Airport Authority of India, head Office at Rajiv Gandhi
Bhawan, Safdarjung Airport, New Delhi - 110003.
6. General Manager, Engg. (C) Airport Authority of India, NSCBI Airport,
Kolkata - 700052.
7. Assistant General Manager, Engineer, (Civil) Airport Authority of India,
Gaya Airport, Gaya - 823004, (Bihar).

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Anjani Kumar Jha, Adv.
For the Respondent/s : Mr.Dr. Pankaj, Adv.

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL ORDER

6 27-09-2019 Heard learned counsel for the applicant and the

learned counsel for the Airport Authority of India.

The dispute raised before the Authority has given

rise to the request made before this Court for appointment of an

Arbitrator under Section 11(6) of the 1996 Act.

Clause 25 of the agreement provides for a dispute



resolution mechanism which is a pre arbitration clause where the claim has to be made within 90 days of receiving the intimation about the payment of bills.

There is a further stipulation that if the contractor does not make any demand for appointment of an arbitrator within 120 days of receiving the decision/award from the Dispute Resolution Committee, he will be deemed to have waived his right to do so.

Learned counsel for the applicant contends that the notices were tendered by the applicant on 21.9.2018 and on 21.10.2018. No dispute resolution mechanism was set up and it was only in the month of May, 2019 that an intimation was received about the setting up of such a Committee. The applicant, therefore, has moved this Court contending that this undue delay in the process would not preclude the applicant from making a request before this Court for appointment of an arbitrator under Section 11(6) of the 1996 Act.

Having considered the submissions raised and having gone through the agreement, the agreement does exist with a clear arbitration clause. The existence of the agreement and clause for arbitration, therefore, are not in dispute on the facts as indicated. The period for arbitration had been allowed



to lapse and, therefore, the applicant was fully justified in moving this application on 25th of July, 2019 with a request to appoint an arbitrator.

The application is allowed.

In view of the arbitration clause available and in view of the provisions of the Arbitration and Conciliation Act, 1996 and Appointment of Arbitrators by the Chief Justice of Patna High Court Scheme, 1996, I hereby appoint Hon'ble Mr. Justice V.N. Sinha (Retd.), as an Arbitrator to enter upon the dispute and render his award. The Registrar General to take steps accordingly for information as well as for sending the records to the Arbitrator.

(Amreshwar Pratap Sahi, CJ)

K.C.Jha/-

