

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.7434 of 2015

MANOJ KUMAR SINHA, SON OF LATE CHANDRIKA PRASAD,
RESIDENT OF GUPTA MARKET, IN FRONT OF ANISABAD POST
OFFICE, P.S. - GARDANIBAGH, P.O.-ANISABAD, DISTRICT-
PATNA(BIHAR).

... .. Petitioner

Versus

1. EAST CENTRAL RAILWAY HAVING ITS DIVISIONAL HEADQUARTERS AT HAJIPUR, DISTRICT-VAISHALI (BIHAR) THROUGH THE GENERAL MANAGER.
2. GENERAL MANAGER, EAST CENTRAL RAILWAY, HAJIPUR, DISTRICT - VAISHALI (BIHAR).
3. CHIEF ENGINEER, EAST CENTRAL RAILWAY, HAJIPUR, DISTRICT-VAISHALI (BIHAR).
4. THE DIVISIONAL RAILWAY MANAGER, EAST CENTRAL RAILWAY, DANAPUR, P.O.- KHAGAUL, DISTRICT-PATNA(BIHAR).
5. SENIOR DIVISIONAL ENGINEER (I), EAST CENTRAL RAILWAY, DANAPUR, P.O.-KHAGAUL, DISTRICT-PATNA(BIHAR).
6. ASSISTANT DIVISIONAL ENGINEER (L), EAST CENTRAL RAILWAY, PATNA JUNCTION , DISTRICT-PATNA(BIHAR).

... .. Respondents

Appearance :

For the Petitioner/s	:	Mr.Raju Giri, Advocate
		Mr. Santosh Kumar Mishra, Advocate
For the Respondent No. :		Mr. A.K. Keshari, Sr. Panel Counsel Railway
1 to 6 (Railways)		Mr. Satyeshwar Prasad, Railway Advocate

CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD
ORAL ORDER

3 02-01-2019 It is not in dispute that the contract in question contains an arbitration clause. The parties agree that on the face of said arbitration clause, the dispute in the present nature is required to go to an Arbitral Tribunal duly constituted in terms of the agreement.

Mr. Raju Giri, learned counsel representing the petitioner submits that under the standard form agreement of the



Railways earlier the employee of the Railway happened to be the Arbitrator but now in view of the amendments in the Arbitration and Conciliation Act w.e.f. 23.10.2015, Section 12(5) read with Schedule VII, the employee of the Railway cannot be an Arbitrator.

In the opinion of this Court, since parties agree that there is an arbitration clause, resolution of dispute through an arbitral tribunal is already agreed between the parties, they have to either go for appointment of Arbitrator with mutual consent or will have to seek recourse to Section 11(6) of the Arbitration and Conciliation Act for appointment of an Arbitrator.

As agreed, this writ application is rendered infructuous with liberty to the parties to avail their remedy before a duly constituted Arbitration Tribunal.

In view of the earlier order dated 17.12.2018 passed by a learned Co-ordinate Bench of this Court, Mr. Raju Giri, learned counsel, has filed proposed name of an arbitrator.

Mr. Ashok Kumar Keshari, learned counsel representing the Railways did not agree for the same.

In the opinion of this Court, in the nature of order dictated above, this Court is not required to go into the issue of the appointment of an Arbitrator in the present dispute.



The writ application stands disposed off.

(Rajeev Ranjan Prasad, J)

arvind/Ved/-

U			
---	--	--	--

