

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.10 of 2020

1. Jawala Ray, Son of Late Badhu Ray, Resident of House No. 211, Near Kushwaha Panchayat Bhawan, Tarachak, Danapur Cum Khagaul, P.O. and P.S.-Danapur, District-Patna.
2. Amardew Prasad, son of Nayak Rai, Resident of Tarachak, Danapur-cum-Khagaul, P.O. & P.S. - Danapur, District- Patna.

... .. Petitioners

Versus

1. M/s Asstik Buildcon Pvt. Ltd. a Company incorporated Under the Companies Act. 1956 and having its registered Office at 2nd Floor, Nankut Pahalwan Complex, Saguna More, Khagaul Road, Danapur, P.S.-Danapur, Patna-801503 through its Director Sri Jitendra KUMar Singh, Sri Ajay Kumar and Sri Kaushar Khan
2. Sri Jitendra KUMar Singh Son of Brajkishore Prasad Singh Resident of Mundeshwari Enclave, Flat No.-505, Block-D, Ashiyana More, P.S.-Rajiv Nagar, District-Patna.
3. Kaushar Khan Son of Zahir Hussain Khan, Resident of Flat No.-207, S.S. Enclave, Aahiyana Main Road, P.S.-Rajiv Nagar, District-Patna.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr. Jagjit Roshan, Advocate

Mr. Apul, Advocate

Mr. Rajeev Ranjan, Advocate

Mr. Sumit Kumar, Advocate

For the Respondent/s : Mr. Ankit Katriar, Advocate

Mr. Dhananjay Kumar, Advocate

Mr. Rakesh Ranjan, Advocate

CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT
Date : 02-12-2020

This application has been moved seeking appointment
of an Arbitrator invoking the powers of this Court under Section



11(6) of the Arbitration and Conciliation Act, 1996.

There is no dispute about-(a) the legality, validity and binding effect of the agreement dated 14th of December, 2012 as also subsequent agreement dated 8th of April, 2013 entered into between the parties to the lis; (b) the existence of arbitration clause contained therein; (c) the existence of dispute(s) arising there from.

Parties mutually agree for appointment of an Arbitrator. In fact, they themselves have suggested the name of Hon'ble Mr. Justice Jyoti Saran (Former Judge of this Court) to adjudicate the disputes.

The dispute arises out of execution of Development Agreement dated 14th of December, 2012 as also subsequent agreement dated 8th of April, 2013. The agreement contained an arbitration clause, whereby the parties agreed for reference of the dispute inter se the parties, arising out of the said agreement, for arbitration as per law.

There is no legal impediment in the adjudication of the dispute by the learned Arbitrator.

As such, as jointly prayed for, Hon'ble Mr. Justice Jyoti Saran (Former Judge of this Court) is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement



dated 14th of December, 2012 as also subsequent agreement dated 8th of April, 2013 entered into between the parties to the lis.

All pleas and issues raised, on merits, are left open to be considered and decided by the learned Arbitrator.

Learned Arbitrator shall be entitled to fee as per the schedule.

Since the dispute arises out of the development agreement of the year 2012, the hearing is expedited.

Parties undertake to fully cooperate and not take any unnecessary adjournment.

The proceedings, during the time of current Pandemic- Covid-19 shall be conducted through digital mode, unless the parties otherwise mutually agree to meet in person i.e. physical mode.

It is expected of the learned Arbitrator to decide the issues expeditiously.

Registrar (List) is directed to communicate the order to the learned Arbitrator.

Learned counsel for the parties also undertake to communicate the order to the learned Arbitrator. In fact, they volunteered to appear before him, through digital mode on 21st



of December, 2020 and apprise him of the passing of the order.

Parties shall file their statement of claims before the learned Arbitrator on such date of hearing which he may fix, as per mutual convenience.

The Request Petition stands disposed of in the above terms.

(Sanjay Karol, CJ)

Ashwini/-

AFR/NAFR	
CAV DATE	
Uploading Date	04.12.2020
Transmission Date	

