

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.26 of 2020

ILF Consulting Engineers Almondz Global Infra Consultant Ltd. (JV) having its office at F 33/3, Okhla Industrial Area, Phase II, New Delhi-110020, through its authorized signatory Shri Sudhakar Singh, aged about 59 years (male), S/o Late Triloki Singh, R/o B-Block, B65, Sarita Vihar, P.S.-Sarita Vihar, District-South East, New Delhi.

... .. Petitioner/s

Versus

1. M/s Bhagalpur Smart City Ltd. through its Managing Director/CEO, having its office at Municipal Corporation Court Compound, Bhagalpur, P.S.-Sadar, Dist-Bhagalpur.
2. The Managing Director/CEO, Bhagalpur Smart City Ltd. Municipal Corporation Court Compound, Bhagalpur, P.S.-Sadar, Dist-Bhagalpur.
3. The State of Bihar through the Principal Secretary, Urban Development Department.
4. The Principal Secretary, Urban Development Department, Govt. of Bihar, Patna.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr.Saket Tiwary, Advocate
For the Respondent/s	:	Mr.Manish Kumar, Advocate
		Mr.Rakesh Kr.Ambastha, AC to AAG-7

CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 14-10-2020

Petitioner has prayed for the following relief(s):-

“To appoint/constitute the Arbitral Tribunal in accordance with Clause 9 of the contract agreement executed between the petitioner and the respondent dated 02.08.2017.”

The dispute emanates out of the agreement dated 2.8.2017 entered into by the petitioner, namely, ILF Consulting Engineers Almondz Global Infra Consultant Ltd. (JV), and respondent



Nos. 1 and 2, namely, M/s Bhagalpur Smart City Ltd. and the Managing Director/CEO, Bhagalpur Smart City Ltd.

The agreement contains an Arbitration Clause, which reads as under:-

“9. SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract or the interpretation thereof.

9.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement, if the dispute(s) is not resolved amicably then it shall be referred to arbitration and shall be dealt as per the provisions of the arbitration & conciliation Act 1996.”

Before this Court it is not disputed that an attempt for amicable settlement was made but dispute could not be resolved.

Parties jointly prayed that the dispute emanating out of



the agreement, civil in nature, be referred to the arbitration.

At this stage, learned counsel for the parties jointly prayed that a retired Judge of Patna High Court, namely, Hon'ble Justice Smt. Nilu Agrawal be appointed as an Arbitrator to adjudicate the dispute.

No other plea raised or pressed.

Ordered accordingly.

Petition is disposed of in the following terms :-

- (a) Dispute inter se the parties emanating out of the agreement dated 2.8.2017 executed between the petitioner and the respondents is referred to the arbitration of Hon'ble Justice Smt. Nilu Agrawal, a former Judge of Patna High Court;
- (b) The proceedings, as parties agreed, can be conducted through the mode of video conferencing;
- (c) Parties undertake to appear before the learned Arbitrator on 28.10.2020 through virtual or physical mode. Further, fully co-operate and not take any unnecessary adjournment ;
- (d) The parties undertake to appraise the learned Arbitrator of the passing of the order;
- (e) whereafter the learned Arbitrator shall enter



appearance;

(f) This Court is hopeful that the disputes shall be adjudicated at the earliest.

(g) Learned Arbitrator shall be entitled to fee as per the prescribed schedule;

(h) Learned Registrar General shall ensure that a copy of this order is made available to the learned Arbitrator(s) positively through an electronic mode on or before 28.10.2020;

(i) Parties shall file their statement of claims before the learned Arbitrator(s) on such date of hearing, which they may fix, as per mutual convenience;

(j) No order as to costs.

Interlocutory application, if any, stands disposed of.

(Sanjay Karol, CJ)

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AFR/NAFR	
CAV DATE	
Uploading Date	16.10.2020
Transmission Date	

