

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.13 of 2021

- 1.1. Anita Kashyap Wife of Late Pradeep Kumar Kashyap Resident of Mohalla-Dillian, Ward No.20, Dehri-on-Sone, P.S.- Dehri, District- Rohtas.
- 1.2. Rahul Kashyap Son of Late Pradeep Kumar Kashyap Resident of Mohalla-Dillian, Ward No.20, Dehri-on-Sone, P.S.- Dehri, District- Rohtas.
- 1.3. Anshul Kashyap Son of Late Pradeep Kumar Kashyap Resident of Mohalla-Dillian, Ward No.20, Dehri-on-Sone, P.S.- Dehri, District- Rohtas.
- 1.4. Natash Ranjan Daughter of Late Pradeep Kumar Kashyap Resident of Mohalla- Dillian, Ward No.20, Dehri-on-Sone, P.S.- Dehri, District- Rohtas.

... .. Petitioner/s

Versus

1. The Managing Director, M/S - Vlife Retail Private Limited 887, 8th Floor, Aggarwal Millennium Mall Tower II, Netaji Subhash Palace, New Delhi- 110034 Corporate Office 312, Udyog Vihar Phase-2, Gurugram- 122015.
2. Mrs. Jyoti Verma (Director) or Mr. Ramesh Kumar Bhagat, son of Brij Kishor Bhagat, R/o A-1/ 42, Gali No. 2 Bharat Vihar, Uttam Nagar- 110059.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr. Surendra Kumar Mishra, Advocate
For the Respondent/s : Mr. Ranjit Jha, Advocate

CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 15-12-2021

Heard learned counsel for the parties.

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.

Original petitioner entered into a written agreement dated 13.11.2019 with the respondent. The disputes arising out



of the agreement were to be resolved as per the mechanism provided therein. In the event of disagreement, or failure for amicable resolution of the disputes, the parties were at liberty to invoke the arbitration clause (15) in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The original petitioner, vide written communication invoked the said arbitration clause.

Today, there is no dispute about-(a) the legality, validity and binding effect of a written agreement dated 13.11.2019 and subsequently entered into between the parties to the *lis*; (b) parties are put to notice; (c) the existence of arbitration clause contained therein; (d) the existence of dispute(s) arising there from; (e) the dispute arisen out of the agreement being civil in nature; (f) no legal impediment in the adjudication of the dispute by the learned Arbitrator.

As such, Hon'ble Mr. Justice Prabhat Kumar Jha, Former Judge of this Court is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement dated 13.11.2019 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 of the Act.

Since the dispute arises out of an agreement of the year 2019, the hearing be expedited.

Parties are directed 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.

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

Learned counsel for the parties to communicate the order to the learned Arbitrator. Also, parties are directed to appear before him, through physical/digital mode on 17th of January, 2022 and apprise him of passing of this 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.



Interlocutory Application(s), if any, shall stand
disposed of.

(Sanjay Karol, CJ)

P.K.P./Amrendra

AFR/NAFR	
CAV DATE	
Uploading Date	17.12.2021
Transmission Date	

