

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.24 of 2021

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Teamlease Edtech Private Limited originally known as Schoolguru Eduserve Private Limited, 903, Western Edge II, Western Express Highway, Borivali (E), Mumbai-400066 through its Chief Executive Officer and Director Shantanu Narayan Rooz, Male, aged about 48 years, S/o Narayan Chandra Rooz, R/o 103 Lemont Apartment, Junction of Ranisati Marg, Western Express Highway, Mumbai, Malad East, P.S. Malad, Dist. Mumbai (Maharashtra).

... .. Petitioner/s

Versus

1. Lalit Narayan Mithila University, Kameshwara Nagar, Mansaar Colony, Darbhanga through its Registrar.
2. The Registrar, Lalit Narayan Mithila University, Kameshwara Nagar, Mansaar Colony, Darbhanga.
3. The Directorate of Distance Education (DDE) Lalit Narayan Mithila University, Kameshwara Nagar, Mansaar Colony, Darbhanga through its Director.
4. The Director, The Directorate of Distance Education (DDE) Lalit Narayan Mithila University, Kameshwara Nagar, Mansaar Colony, Darbhanga.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. P.N. Shahi, Sr. Advocate Mr. A.K. Shahi, Advocate Mr. A. Sinha, Advocate
For the Respondent/s	:	Mr. Nadim Seraj, Advocate Mr. Jay Prakash Singh, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT
Date : 01-12-2021

This is an application for appointment of an
independent arbitrator to arbitrate the dispute between the



petitioner and the respondents under Section 11 of The Arbitration & Conciliation Act, 1996 Herein After To Be Referred As The Act.

In view of the law laid down by Hon'ble the Apex Court in **2021(2) SCC-1, Vidya Drolia v. Durga Trading Corpn., paragraph-96**, wherein the Hon'ble Apex Court has reiterated and reproduced its earlier decision in **(2009) 1 SCC-267, National Insurance Company Limited v. Boghara Polyfab Private Limited**, this Court is of the considered view that the issue of the parties having concluded the contract/transaction, by recording satisfaction of their mutual rights and obligations, by receiving the final payment without objection can also be decided by the learned Arbitrator.

In the instant case, the arbitration clause contained in the written agreement dated 8th of March, 2018 (page 17) provides a disputes resolution mechanizm in the following terms:

“5.3. Dispute Resolution

- a. This Agreement shall be interpreted and construed in accordance with the law of India.
- b. Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this agreement or the validity of the breach thereof, which cannot be resolved through mutual discussions, shall be



referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the Parties are unable to agree on who the sole arbitrator will be, the dispute shall be finally settled by a sole arbitrator, appointed pursuant to Section 11 of the Arbitration and Conciliation Act, 1996. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitrator under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Patna, India. Each Party shall bear their own costs and expenses, incurred in connection with the arbitration proceedings.”

The petitioner, vide communication dated 4th of March, 2020, highlighted the disputes arisen out of the agreement which stood unresolved pursuant to the resolution dated 10th of February, 2019 (Annexure-R/7) (page 25).

The respondent, while not disputing such fact, in fact suggested the name of a retired Judge of this Court who could be appointed an Arbitrator. Communication dated 20th of March, 2020 (Annexure-4) (page 44) is on record to such effect.

In the light of these developments, it is legally untenable for the respondents to contend that the present petition is not maintainable solely on account of the parties



having mutually resolved all disputes arisen out of the agreement in question.

In any event, as noted supra, whether there was accord and satisfaction of such of the terms of the agreement and all disputes is an issue, stood resolved, is something which the Arbitrator can decide.

Today, there is no dispute about-(a) the legality, validity and binding effect of a written agreement dated 8th of March, 2018 and subsequently entered into between the parties to the *lis*; (b) the existence of arbitration clause contained therein; (c) the existence of dispute(s) arising therefrom; (d) the dispute arisen out of the agreement being civil in nature; (e) no legal impediment in the adjudication of the dispute by the learned Arbitrator; (f) Petitioner having exhausted the channel available for resolution of dispute; (g) the respondent having failed to appoint an Arbitrator pursuant to the invocation of the arbitration clause by the petitioner.

As such, Hon'ble Justice Smt. Nilu Agrawal, Former Judge of the Patna High Court, is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement dated 8th of March, 2018 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 2018, 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 her, through physical/digital mode on 5th of January, 2022 and apprise her of passing of this order.

Parties shall file their statement of claims before the learned Arbitrator on such date of hearing which she 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)

K.C.Jha/-

AFR/NAFR	
CAV DATE	
Uploading Date	10.12.2021
Transmission Date	

