

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.14 of 2020

1. India Power Corporation (Bodhgaya) Ltd. a Company Duly incorporated by India Power Corporation Limited Under the Companies Act, 1956, having its registered address at Plot No. X-1-2 and 3, Block-EP, Sector-V, Salt Lake City, Kolkata-700091, through its Authorized Representative Sh. Rakesh Ranajan, General Manager, (PR) S/o Late Ganesh Prasad Singh R/o Street No.166, New Town Kolkata-700156.
2. India Power Corporation Limited, a Company Duly incorporated Under the Companies Act, 1956, having its registered address at Plot No. X-1-2 and 3, Block EP, Sector-V, Salt Lake City, Kolkata-700091, through its Authorized Representative Mr. Rakesh Kumar Sharma, Deputy Manager (Legal) S/o Sh. O.P. Sharma R/o BF-39, Street No. 169, New Town, Kolkata-700156.

... .. Petitioner/s

Versus

South Bihar Power Distribution Co. Ltd. Company duly incorporated Under the Companies Act, 1956, Having its registered address at Second Floor, Vidyut Bhawan, Jawaharlal Nehru Marg, Bailey Road, Patna, Bihar-800022.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Binod Kumar Singh, Advocate Mr. Arvind Kumar Sharma, Advocate Ms. Vagisha Pragya Vacaknavi, Advocate
For the Respondent/s	:	Mr. Lalit Kishore, Sr. Advocate Mr. Vinay Kirti Singh, Sr. Advocate Mr. Anand Kumar Ojha, Advocate

CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 10-03-2021

The instant petition has been preferred under Section 14(a) read with Section 15(2) of the Arbitration and Conciliation Act, 1996, as amended up-to-date, for appointment of a new Arbitrator to adjudicate the dispute inter se the parties.



There is no dispute about-(a) the existence, legality, validity and binding effect of the agreement dated 31st of December, 2013 entered into inter se the parties to the lis; (b) the existence of arbitration clause contained therein; (c) the existence of dispute(s) arisen therefrom; and (d) the parties noticed about the same.

In relation to the said agreement, the dispute in terms of the arbitration clause, was referred to the arbitration of a retired Judge of this Court.

Presently, the matter is at the stage of recording of evidence.

Appreciably, with the efforts put in by the learned counsel appearing for the parties, more so Shri Lalit Kishore, learned Senior Advocate and Shri Binod Kumar Singh, learned counsel for the petitioner, the matter stands amicably resolved. Parties have arrived at an agreement whereby they have mutually decided to have the disputes adjudicated through a new Arbitrator, i.e., Hon'ble Mr. Justice Dipak Misra [Former Chief Justice of India- also a former Chief Justice of this Court].

Of course, other desire of one of the parties also stands adjusted; agreed and accommodated amongst



themselves.

As such, the present petition stands disposed of on the following mutually agreeable terms:

(a) Hon'ble Mr. Justice Dipak Misra [Former Chief Justice of India-also a former Chief Justice of this Court] is hereby appointed as the new Arbitrator to adjudicate the pending disputes inter se the parties arisen out of and in relation to an agreement dated 31st of December, 2013 entered into by the parties;

(b) learned Arbitrator shall be entitled to fee as per the prescribed schedule;

(c) the proceedings shall begin from the stage as they were on the date of filing of the instant application i.e. 15th of February, 2020;

(d) parties undertake to make themselves available before the newly appointed learned Arbitrator on 7th of April, 2021 at 10:30 A.M. through virtual mode.

(e) during the period of current Pandemic Covid-19, subject to the convenience, arbitral proceeding shall be concluded, using the facility of video conferencing/other electronic mode.

(f) parties undertake to fully co-operate and not take



any unnecessary adjournment;

(g) since the dispute is old, the learned Arbitrator is requested to decide the matter at the earliest, preferably within a period of four months from the date of inviting attention of passing of the instant order;

(h) the arbitral record of the pending proceedings shall stand remitted to the newly appointed learned Arbitrator; parties shall facilitate the same.

(i) graciously, the learned Advocate General has been able to convince his client, namely, South Bihar Power Distribution Company Limited to bear all logistical/secretarial expenses towards travel, accommodation, etc. to be incurred by the learned Arbitrator, should he choose to visit the State of Bihar for conducting the proceedings;

(j) needless to add, save and except for the component of cost towards such logistical/secretarial expenses, all other expenses and costs shall be borne by the parties in equal measure, subject to further directions forming part of the Award.

(k) parties undertake to apprise the learned Arbitrator of the passing of this order;

(l) learned Registrar General of this Court shall



ensure that a copy of this order is immediately made available
to the learned Arbitrator and all concerned;

(m) no order as to costs of the instant petition;

No other plea raised or pressed.

The present petition stands disposed of in the
aforesaid terms.

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

(Sanjay Karol, CJ)

P.K.P/Amrendra/

AFR/NAFR	
CAV DATE	
Uploading Date	19.03.2021
Transmission Date	

