

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.42 of 2021

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J.K Engicon Private Limited having its head office at Hathua Chhawani, Chatardhari Bazar, P.S. Bhagwan Bazar, District - Chhapra, Bihar, duly represented by its Director Vikas Kumar Singh, aged about 33 years, Gender - Male, Son of Jitendra Singh, Resident of Barwa Khurd, Daudpur, District - Saran, Bihar.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Water Resources Department, Government of Bihar, Patna.
2. The Engineer-in-Chief, Irrigation Creation, Water Resources Department, Government of Bihar, Patna.
3. The Chief Engineer, Irrigation Creation, Water Resources Department, Government of Bihar, Patna.
4. The Superintending Engineer, Triveni Canal Division, Raxaul, Water Resources Department, East Champaran, Bihar.
5. The Executive Engineer, Triveni Canal Division, Raxaul, East Champaran, Water Resources Department, Bihar.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Prashant Kumar, Advocate
For the Respondent/s : Mr. Akhileshwar Singh, AC to GA 2

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CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 27-10-2021

Heard learned counsel for the parties.

This application under Section 11(6) of the Arbitration and Conciliation Act, 1996 has been filed praying for appointment of an Arbitrator to adjudicate the dispute between the parties.

In relation to works contract executed vide agreement dated 06.02.2018 bearing agreement No.04/SBD/2017-18, certain disputes have arisen.



Petitioner has already exhausted the procedure envisaged under Clause-25 of the agreement.

Such fact is not in dispute. In fact, as per the response filed by the State, respondents acknowledge certain works, including additional works, to have been executed by the petitioner.

From the response, it is clear that petitioner has not heeded to the respondents' request for supplying the details for the payment towards the claim of G.S.T.

Be that as it may, fact of the matter is that disputes having arisen out of the agreement are pending. Such disputes are civil in nature.

Learned counsel for the petitioner rightly points out that vide communication dated 14th of May, 2021 (Annexure-5) (page-201), it stands reiterated that respondents failed to pay the amount of Rs. 1,25,90,448/-

There is no dispute about-(a) the legality, validity and binding effect of the agreement dated 15.02.2018 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.

In view of the arbitration clause being available in



the agreement, I find that the matter requires arbitration and, accordingly, invoking Section 11(6) of the Arbitration and Conciliation Act, 1996, I hereby appoint Hon'ble Mr. Justice S.N. Jha, Rtd. Chief Justice, Rajasthan High Court as learned Arbitrator to adjudicate all disputes arising out of agreement dated 6th of February, 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 fees as per the Schedule of the Arbitration Act.

Since the dispute arises out of an agreement of the year 2018, the hearing be 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 adjudicate the disputes expeditiously.

Joint 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 22.11.2021 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.

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

(Sanjay Karol, CJ)

K.C.Jha/-

AFR/NAFR	
CAV DATE	
Uploading Date	03.11.2021
Transmission Date	

