

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.49 of 2021

=====

M/s KPC Projects Limited, a registered company having its office at 1-2-339/1, Street No.- 6, Gagan Mahal, Domalgurah, Hyderabad, erstwhile Andhra Pradesh, now Telangana, through its Project Manager, namely I. Kamisetty Veera Prasad, aged about 63 years, Son of Kamisetty Chinna Subbarayudu, Resident of 3/248-1 YMR Colony, Proddatur, Cuddapah, Police Station- Proddatur, Andhra Pradesh- 516360.

... .. Petitioner/s

Versus

1. The State of Bihar through Principal Secretary, Department of Building Construction, Government of Bihar, Patna.
2. The Engineer-in-Chief-cum-Additional Commissioner-cum-Special Secretary, Department of Building Construction, Government of Bihar, Patna.
3. The Chief Engineer, Department of Building Construction, Government of Bihar, Patna.
4. The Superintending Engineer, Construction Circle, Department of Building Construction, Government of Bihar, Patna.
5. The Executive Engineer, Construction Division No.1, Department of Building Construction, Government of Bihar, Patna.

... .. Respondent/s

=====

Appearance :

For the Petitioner/s	:	Mr. Sanjeev Kumar, Advocate Mr. Rajeev Shekhar, Advocate
For the Respondent/s	:	Mr. Uday Shankar Sharan Singh, GP-19 Mr. U.B. Singh, AC to GP-19

=====

CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 27-10-2021

Heard learned counsel for the parties.

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

“1. For appointment of a suitable Arbitrator by this Court to resolve the dispute between the parties in terms of the Arbitration clause of the agreement vide Agreement No. SBD-01/2010-11 dated 01.07.2010, 08F2/2015-16 dated 11.03.2016, 09F2/2015-16 dated 11.03.2016,



supplementary to the main agreement no. 02SBD/2016-17 dated 24.08.2016 and SBD01/2018-19 dated 12.05.2018 entered between the parties.”

Learned counsel for the petitioner invites attention of this Court to the communication dated 3rd of April, 2019, addressed to the Superintending Engineer, Construction Circle, Building Construction Department, Bailey Road, Patna (Annexure-5); communication dated 24th of May, 2019, addressed to The Chief Engineer (Patna) (Annexure-7); communication dated 12th of October, 2019, addressed to the Engineer-in-Chief, Building Construction Department, Patna (Annexure-9).

Clause 25 of the agreement dated 1st of July, 2010 (Annexure-1) contains the arbitration clause. The petitioner has fully exhausted the procedure stipulated therein.

Clause for arbitration stands invoked. However, none of the authorities have taken any action. The dispute, civil in nature, emanated from the agreement dated 1st of July, 2010 (Annexure-1), entered into between the petitioner and the respondent.

Learned counsel for the parties jointly suggest the



name of Hon'ble Mr. Justice Prabhat Kumar Jha, a former Judge of this Court for appointment as an Arbitrator to adjudicate the dispute between the parties.

There is no dispute about-(a) the legality, validity and binding effect of the agreement dated 1st of July, 2010 (Annexure-1) 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.

Parties mutually agree for appointment of an Arbitrator. In fact, they themselves have suggested the name of Hon'ble Mr. Justice Prabhat Kumar Jha, a former Judge of this Court to adjudicate the disputes.

The dispute arises out of execution of Agreement dated 1st of July, 2010 (Annexure-1). The agreement contained an arbitration clause, whereby the parties agreed for reference of the dispute *inter se* the parties, arising out of the said agreement, for arbitration as per law.

There is no legal impediment in the adjudication of the dispute by the learned Arbitrator.

As such, as jointly prayed for, Hon'ble Mr. Justice Prabhat Kumar Jha, a former Judge of this Court is appointed as learned Arbitrator to adjudicate all disputes



arising out of agreement dated 1st of July, 2010 (Annexure-1) 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 2010, 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 decide the issues 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 22nd of November, 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)

P.K.P./Amrendra

AFR/NAFR	
CAV DATE	
Uploading Date	29.10.2021
Transmission Date	

