

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.61 of 2021

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M/s. J.K.M. Infra Projects Ltd. having its Registered Office at C-84, Grater Kailash I, New Delhi, and its Local Office at Flat No. 403 and 404 Gorakhnath and Leela Apartment, Gorakhnath Lane, East Boring Canal Road, Patna, through its Authorized Officer cum D G M, Finance, Sri Ashish Jalan, Aged about 48 years, Male, son of Late Mahavir Prasad Jalan, resident of 403 and 404 Gorakhnath and Leela Apartment, Gorakhnath Lane, East Boring Canal Road, P.S.- Sri Krishna Puri, District- Patna.

... .. Petitioner/s

Versus

1. The State of Bihar through its Principal Secretary, Water Resources Department, Sinchai Bhawan, Patna.
2. The Engineer in Chief (North) Water Resources Department, Government of Bihar, Sinchai Bhawan, Patna.
3. The Chief Engineer Water Resources Department, Government of Bihar, Birpur, Patna.
4. The Superintending Engineer Water Resources Department, Government of Bihar, Canal Circle, Birpur.
5. The Executive Engineer Water Resources Department, Government of Bihar, Western Koshi Embankment Division, Kunauli at Birpur (Supaul).
6. The Executive Engineer Water Resources Department, Government of Bihar, Western Koshi Embankment Division, Nirmali, District- Supaul.
7. The Executive Engineer Water Resources Department, Head Works Division, Birpur, District- Supaul.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Prabhat Ranjan, Advocate

For the Respondent/s : Mr. Anjani Kumar, AAG 4

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 01-12-2021

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.

On 17.11.2021 the Court had passed the following order:-

“Shri Prabhat Ranjan, learned counsel for the petitioner states that Clause (25) of the agreement (Page 151) stands fully complied with.

Let the respondents file an affidavit clarifying such fact.

Needful be done within one week.

List this case on 24th of November, 2021.”

The dispute emanates out of a written agreement dated 10.11.2009 entered into between the parties to the *lis*. Clause (25) of the agreement contained herein, providing for the dispute redressal mechanism, undisputedly stands complied with. Also, communication dated 19.02.2013 and reminder letter dated 14.05.2013 and 11.06.2013 (Page-71-76) [Annexure-6 series] are on record, whereby the petitioner has asked the Executive Engineer, Water Resources Department, Government of Bihar, Patna and The Principal Secretary, Water Resources Department, Government of Bihar, Patna as well as the Minister, Water Resources Department, Government of Bihar, Patna to take a decision on the petitioner's claim setting



out in terms of earlier communications referred to therein, failing which the petitioner deemed to have invoked the arbitration clause.

None responded to the said communications. Even though record reveals that certain meetings *inter se* the parties did take place for resolution of the dispute, but without any fruitful result.

Today, there is no dispute about-(a) the legality, validity and binding effect of a written agreement dated 10.11.2009 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; (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 Mr. Justice Navin Sinha, Former Judge, Supreme Court of India is appointed as learned Arbitrator to adjudicate all disputes arisen out of agreement dated 10.11.2009 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 2009, 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 undertake to communicate the order to the learned Arbitrator. In fact, they volunteered to appear before him, through physical/digital mode on 20th of December, 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)

Sujit/-

AFR/NAFR	
CAV DATE	
Uploading Date	10.12.2021
Transmission Date	

