

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.75 of 2021

=====

Sadhna Singh, W/o Diwakar Prasad Singh, R/o Village-Shakti Nagar, P.O.-
Purnia, P.S.-K. Haat, District-Purnia and Proprietor of M/s Prabhakar
Petroleum Service, Retail Outlet dealer of Indian Oil Corporation Ltd. having
its registered office at Gamharia Bazar, District-Madhepura, Bihar.

... .. Petitioner/s

Versus

1. Indian Oil Corporation Limited, represented through its Managing Director and Chairman, having its registered office at G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai-400 051.
2. The Executive Director, Indian Oil Corporation Limited, Bihar State Office, 5th Floor, Lok Nayak Jai Prakash Bhawan, Dakbungalow Chowk, Patna-800001.
3. The General Manager, Indian Oil Corporation Limited, Bihar State Office, 5th Floor, Lok Nayak Jai Prakash Bhawan, Dakbungalow Chowk, Patna-800001.
4. The Deputy General Manager (RS) Indian Oil Corporation Ltd., Begusarai Divisional Office P.O.-Barauni Oil Refinery, District-Begusarai-851114.
5. The Head of Divisional Office, Indian Oil Corporation Ltd., Begusarai Divisional Office P.O.-Barauni Oil Refinery, District-Begusarai-851114.
6. The Chief Divisional Retail Sales Manager (CDRSM), Indian Oil Corporation Ltd., Begusarai Divisional Office P.O.-Barauni Oil Refinery, District-Begusarai-851114.

... .. Respondent/s

=====

Appearance :

For the Petitioner/s : Mr. Neeraj Kumar Gupta, Advocate
For the Respondent/s : Mr. Sanat Kumar Mishra, Advocate

=====

CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 15-12-2021

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.

Petitioner and the respondents entered into a written dealership agreement dated 11.12.2013. The said agreement contains an arbitration clause. The petitioner has invoked the arbitration clause asking the respondents herein to appoint an Arbitrator, also setting out the terms of the dispute. There is notice dated 29.05.2021 (Annexure-9, Page 66) to this effect.

It is pleaded that the respondents have neither settled the dispute nor responded to the said notice. The disputes are civil in nature, arising out of the dealership agreement.

Today, there is no dispute about-(a) the legality, validity and binding effect of a written agreement dated 11.12.2013 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 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 Mrs. Justice Nilu Agrawal, Former Judge of this Court is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement dated 11.12.2013 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 2013, 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 him, through physical/digital mode on 03.01.2022 and apprise him of passing of this 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/-Ashwini

AFR/NAFR	
CAV DATE	
Uploading Date	17.12.2021
Transmission Date	

