

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.2 of 2022

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M/s Extramarks Education India Private Limited, company having its registered office at 506, Surya Kiran Building, 19, Kasturba Gandhi Marg, Connaught Place, New Delhi-110001, represented by Javed Ansari, Company Secretary of the Company, Son of Ayub Ansari, aged about 31 Years, Male, Resident of 506, Surya Kiran Building, 19, Kasturba Gandhi Marg, Connaught Place, New Delhi-110001.

... .. Petitioner/s

Versus

1. Holy Cross International School through Principal/Authorised Representative, Lekha Nagar, Saguna More, Khagaul Road, Behind DAV School, Danapur, Patna-801105
2. Bipin Kumar Thakur, Principal/Director, Holy Cross International School, Lekha Nagar, Saguna More, Khagaul Road, Behind DAV School, Danapur, Patna-801105

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. P.N.Shahi, Sr. Advocate
Mr. Abu Nasar, Advocate

For the Respondent/s : Mr. Apurv Harsh, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 22-06-2022

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 (hereinafter referred to as the 'Act').

Petitioner and the respondents entered into a written agreement dated 26.12.2014. The said agreement contains an



arbitration clause-13.1 (Annexure-1, Page 23) for settlement of disputes, which the petitioner invoked, vide notice dated 27.07.2021 (Annexure-6, Page 48) and 13.09.2021 is the response thereto disputing the claims. The disputes are civil in nature, arising out of the said agreement.

Today, there is no dispute about-(a) the legality, validity and binding effect of a written agreement dated 26.12.2014 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 respondents having failed to appoint an Arbitrator pursuant to the invocation of the arbitration clause by the petitioner.

As such, Hon'ble Mr. Justice Aditya Kumar Trivedi, Former Judge, Patna High Court, Mobile No. 9473400262/ 9470611434, is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement dated 26.12.2014 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 2014, it is expected of the learned Arbitrator to decide the issues expeditiously.

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.

Joint Registrar (List) is directed to immediately 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 07.07.2022 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	24.06.2022
Transmission Date	

