

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.7 of 2022

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Amit Associates Having its Office Situated at 77, Anand Nagar- A, Tripurari Tower, Patiala- 147001 (Punjab) Through its Partner Sri Amit Singla, Male, aged about 42 years, Son of Sri Hemraj.

... .. Petitioner/s

Versus

1. The Union of India through the Garrison Engineer, Air Force Station, Bihta, Military Engineering Service, Patna- 801103.
2. The Chief Engineer (AF), Military Engineering Services, Barmauli, Allahabad- 211012 (Uttar Pradesh).
3. The Commander, Works Engineers (AF), Military Engineering Services, Barmauli, Allahabad- 211012 (Uttar Pradesh).

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Subhen Sarkar, Advocate
For the Respondent/s : Mr.Dr. K. N. Singh (ASG)

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT
Date : 22-06-2022

Heard learned counsel for the parties.

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

“For appointment of a sole Arbitrator in terms of 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as “The Act), in the circumstances that dispute has arisen between the Petitioner and the respondents and on the representation/ request of the Petitioner, the Respondents have failed to refer the dispute to a sole Arbitrator in terms of Clause-10 of the General Conditions of Contract IAFW-2249 entered in between the Parties.”



Despite our order dated 30.03.2022, no response stands filed. The order dated 30.03.2022 is extracted hereinbelow:

“Learned counsel for the petitioner invites our attention to the arbitration clause 70 (page-49) as also notice dated 31st of May (Annexure-10, page-91) as also 8th of July, 2021 (Annexure-11, page-94).

Notice.

Learned counsel for the petitioner undertakes to supply complete paper-book to the learned A.S.G. during the course of the day.

Reply be filed within four weeks. Rejoinder thereto, if any, be filed within two weeks thereafter.

List on 18th of May, 2022.”

Today, there is no dispute about-(a) the legality, validity and binding effect of General Conditions of Contract (Annexure-1) entered into between the parties to the lis; (b) the existence of arbitration clause 70 (page-49) 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.



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 Rajendra Kumar Mishra, Former Judge of this Court, Mobile No. 9473400263, as learned Arbitrator to adjudicate all disputes arising out of agreement 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 Fourth Schedule of the Arbitration Act.

Since the dispute arises out of an agreement of the year 2018, it is expected of the learned Arbitrator to adjudicate the disputes expeditiously.

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.

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 29.07.2022 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	12.07.2022
Transmission Date	

