

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.11 of 2022

Maruti Enterprises through its Proprietor Giriraj Kumar Bhaiya, male, aged about 55 years, son of Late Shreegopal Bhaiya, resident of P. 11, C.I.T. Road, Scheme-VI M, Kolkata-700054 West Bengal.

... .. Petitioner/s

Versus

1. The General Manager, East Central Railway, Hajipur.
2. The Chief Administrative Officer, Construction East Central Railway, Mahendrughat, Patna.
3. The Chief Signal and Telecommunication Engineer, Construction/(South) East Central Railway, Mahendrughat, Patna.
4. The Senior Signal and Telecommunication Engineer, East Central Railway, D.R.M. Building, Danapur, Khagaul, Patna.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr.Sunil Prasad, Advocate
For the Respondent/s	:	Dr. K.N. Singh (ASG)
		Mr.Kumar Priya Ranjan, CGC

CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 22-06-2022

Heard learned counsel for the parties.

This application under Section 11(6) of the Arbitration and Conciliation Act, 1996 has been filed praying for appointment of an Arbitrator to resolve, settle and decide the dispute and the differences which has been arising between the petitioner and the respondents in terms of agreement No-CSTE/CON/139 dated-23.08.2001 executed by the then Chief Signal and Telecommunication



Engineer (Con)/, Kolkata now organized as Chief Engineer Signal and Communication/Con/under East Central Railway (Respondent No-3) for and on behalf of the Union of India and by petitioner.

Today, there is no dispute about-(a) the legality, validity and binding effect of a written agreement dated 23.08.2001 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.

Learned counsel for the parties jointly submit that Shri Binod Prasad Gupta (IRSME) Retd. AGM/NR, whose name is placed at sl. No. 21 of the panel (Annexure-R/A to the counter affidavit), be appointed as an Arbitrator for adjudication of the dispute.

As such, as jointly prayed for, Shri Binod



Prasad Gupta (IRSME) Retd. AGM/NR, is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement dated 23.08.2001 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 Arbitrators shall be entitled to fee as per the Act.

Since the dispute arises out of an agreement of the year 2001, the hearing be expedited.

Parties undertake to fully cooperate and not take any unnecessary adjournment.

It is expected of the learned Arbitrator to decide the issues expeditiously.

Learned counsel for the parties also undertake to communicate the order to the learned Arbitrator. In fact, they volunteered to appear before him on 18th of July, 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.

(Sanjay Karol, CJ)

K.C.Jha/-

AFR/NAFR	
CAV DATE	
Uploading Date	28.06.2022
Transmission Date	

