

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.12 of 2022

Sanjay Kumar Singh Son of Sanjivan Sharma Resident of A-57 (Kab Khoti),
Sachiwalaya Colony, Kankarbag, District- Patna.

... .. Petitioner/s

Versus

1. The Union of India through Chairman, Railway Board, New Delhi.
2. The General Manager, East Central Railway, Hazipur, Vaishali, Bihar.
3. The Chief Engineer, East Central Railway, Danapur, Patna.
4. The Senior Divisional Engineer (3), East Central Railway, Danapur.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr.Krishna Mohan Mishra, Advocate
For the Respondent/s : Dr. K.N. Singh (ASG)

CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 22-06-2022

Despite our order dated 13.04.2022, no response stands filed. The order dated 13.04.2022 is extracted hereinbelow:

“Learned counsel for the petitioner refers to and seeks reliance upon Clause 78(1) (Page 172), containing an arbitration clause of written agreement dated 23.02.2017 (Page-10, Annexure-4 to the supplementary affidavit) as also the written communication dated NIL (Annexure-2, page 90) invoking the arbitration clause. Also, a reminder thereto dated NIL (Page- 94).

Let reply be positively filed by the respondents within a period of two weeks.

Rejoinder thereto, if any, be filed within a



period of one week thereafter.

List on 18.05.2022.”

Today, there is no dispute about-(a) the legality, validity and binding effect of written agreement dated 23.02.2017 (Page-10, Annexure-4 to the supplementary affidavit) entered into between the parties to the lis; (b) the existence of arbitration Clause 78(1) (Page 172) 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 S.J.Mukhopadhaya, Former Judge, Hon’ble Supreme Court of India, Mobile No. 9973972073/8800555332, 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 2017, 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	

