

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.14 of 2022

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BJCL Srinath (J V) having its Office at 103, Lane NO. 2, Kehar Singh Estate, Saidulajab, New Delhi 110030 through its authorized Signatory namely Nitish Agarwal @ Nitish Kumar Agarwal, aged about 42 Years, (Male), Son of Sri Tulsi Prasad Agarwal, Resident of F-217, Antriksha Apartment, Secotr 14 Extension, Rohini P.S. Rohini District North West Delhi, 110085 and Local resident at Flat No. 304, 3rd Floor, Madhuban Apartment, L B S Shashtri Nagar, P.S. Shashtri Nagar, District-Patna 800023.

... .. Petitioner/s

Versus

1. The State of Bihar through the Chief Secretary, Government of Bihar, Patna.
2. The Additional Chief Secretary, Water Resources Department, Government of Bihar, Patna.
3. The Engineer in Chief Food Control and Water Resources, Patna.
4. The Chief Engineer, Floor Control and Drainage, Water Resources Department, Patna.
5. The Superintendent Engineer, Kosi Barrage Birpur Circle, Birpur, Bihar.
6. The Superintending Engineer, Eastern Kosi Embankment, Saharsa, Bihar.
7. The Executive Engineer, Western Embankment Division, Birpur, Bihar.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Prabhat Ranjan, Advocate

For the Respondent/s : Mr.Vikash Kumar (SC 11)

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 29-06-2022

This request case is being filed under
Section 11 of the Arbitration and Conciliation Act,



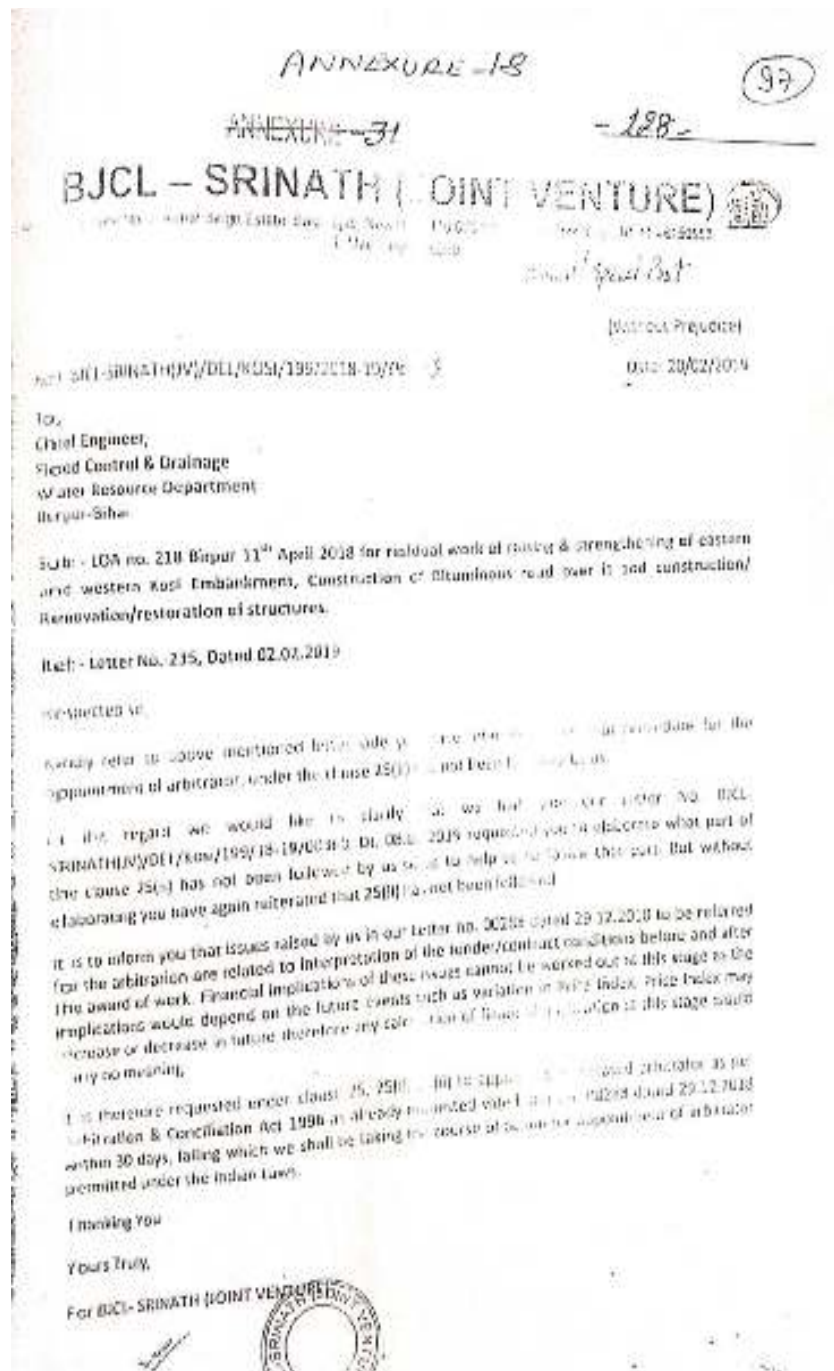
1996 seeking appointment of an independent Arbitrator for resolution of the dispute which has arisen between the petitioner BJCL Srinath (JV) and the Respondent State of Bihar through Water Resources Department.

Parties entered into a written agreement dated 18.04.2018 containing arbitration Clause (Clause-25).

The Court is of the considered view that the petitioner has fully complied with the provisions of the said Clause for it is not in dispute that communications were sent to the Superintending Engineer; Engineer-in-Chief and Chief Engineer. However, what is contended on behalf of the respondents is that the petitioner did not quantify the amount, subject-matter of dispute.

In response thereto, Shri Prabhat Ranjan, learned counsel for the petitioner, invites attention of communication dated 20th of February, 2019 (Annexure-18, page-97) wherein the reason for non-quantification stands assigned. The said letter is extracted as under:





In view of the same, the contention only merits rejection. There was no occasion for the petitioner to have quantified the amount.

Any which way, the parties do admit existence of written agreement containing arbitration



clause; the same to have been complied with the arbitration Clause invoked by way of written communication.

Today, there is no dispute about-(a) the legality, validity and binding effect of a written agreement dated 18.04.2018 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 Mr. Justice Chandramauli Kumar Prasad, Former Judge, Supreme Court of India, Mobile No. 9717393513, is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement dated 18.04.2018 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 2018, 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 29.07.2022 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)

K.C.Jha/-

AFR/NAFR	
CAV DATE	
Uploading Date	12.07.2022
Transmission Date	

