

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.18 of 2022

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Saresh Security Services Pvt. Ltd. through its Director Col. S.N.P. Singh
(Male, aged 74 years), S/o Late H.P. Singh, Registered Office at- 413, Mayur
Vihar, Pocket E, Phase 2, Delhi- 110091.

... .. Petitioner/s

Versus

1. Central University of Bihar through its Vice Chancellor, Central University of Bihar, SH-7, Gaya Panchanpur Road, Village- Karhara, Post Fatehpur, Gaya- 824236 (Bihar).
2. Registrar, Central University of Bihar, SH-7, Gaya Panchanpur Road, Village- Karhara, Post Fatehpur, Gaya- 824236 (Bihar).

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Awadhesh Kumar, Advocate
For the Respondent/s	:	Mr. S.D. Sanjay, Sr. Advocate
		Mrs. Parul Prasad, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT
Date : 13-04-2022

This petition 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 under the circumstances that the respondents have failed to appoint the Sole Arbitrator in terms of the last Clause of the Agreement commencing from 01.02.2015 for providing Security Services.

Written agreement (Annexure-7 Page 35),



containing an arbitration clause (Page 40), which stands invoked vide communications, *inter alia* dated 16.04.2015 (Page 34), to which there is no response.

Parties were agreed to bind themselves to the terms of the aforesaid agreement for providing security service to various establishments set up by the University. Certain disputes having arisen, the petitioner invoked the arbitration clause vide communications (Annexure-10). The mechanism for dispute resolution is stipulated in Clause 1 of the said agreement.

Learned counsel for the university states that the petitioner has not complied with the said clause in letter and spirit. However, if the petitioner were to make himself available in the office of the Respondent No. 2 namely, the Registrar, Central University of Bihar, S.H.-7, Gaya Panchananpur Road, Village-Karhara, Post- Fatehpur, Gaya, an endeavour shall be made to settle the dispute amicably within a period of 30 days, for written notice already stands issued by the petitioner, though under different form.

Learned counsel for the petitioner, without prejudice to the stand already taken, in the interest of justice as also the parties, agrees to the suggestion put forth by the



respondent.

As such, present petition is disposed of in the following mutually agreeable terms:-

(a) Petitioner shall make himself available in the office of the Respondent No. 2 namely, the Registrar, Central University of Bihar, S.H.-7, Gaya Panchananpur Road, Village-Karhara, Post- Fatehpur, Gaya, on 05.05.2022, who shall ensure that the mechanism provided in terms of the agreement is adhered to strictly within the time frame i.e. be it 30 days or 15 days thereafter by a Co-ordination Committee and ensure that the final decision is taken on the disputes arising out of written agreement, *inter se* the parties.

(b) Should the petitioner be aggrieved, it would be open to him to approach the Court on the very same and subsequent cause of action.

(c) In fact, if the petitioner is aggrieved, this Court is hopeful that the respondent itself would appoint an arbitrator in terms of the agreement entered into between the parties.

(d) In any event, liberty reserved to the petitioner to approach this Court on the very same and subsequent cause of action and as and when any such petition is preferred, the



same shall be listed on priority basis.

Interlocutory application, if any, stands disposed
of.

(Sanjay Karol, CJ)

K.C.Jha/-DKS

AFR/NAFR	
CAV DATE	
Uploading Date	18.04.2022
Transmission Date	

