

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.19 of 2022

Chandan Kumar Son of- Sri Bharat Singh @ Bharat Sinha resident of- House No. A/402, Priyadarshani Apartment, Boaring Road Chowraha, Police Station- Buddha Colony, District- Patna

... .. Petitioner/s

Versus

1. The Union of India through Chairmen, Railway Board, Rail Bhawan, New Delhi.
2. The General Manager, East Central Railway, Hazipur, Vaishali.
3. The Senior Divisional Engineer (Special), East Central Railway, Dhanbad.
4. The Divisional Engineer (Special) East Central Railway, Dhanbad.
5. The Senior Assistant Engineer (2), East Central Railway, Dhanbad.

... .. Respondent/s

Appearance :

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

CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 27-04-2022

Petitioner has prayed for the following relief(s):

“To appoint an independent arbitrator to resolve, settle and decide the dispute and differences which has been arises between the petitioner and the respondent in terms of agreement which executed by the petitioner and the respondent No. 4 on behalf of President of India with respect to agreement no. 160M/DHN/2013-14 dated 12.05.2014, tender notice No. W.584/DHN/2013-14 Open/48 for the work of “Patheridh-UP-Gradation of marshalling sick line with provision of EOT crane and heavy duty flooring at Patherdih under AEN (2), E.C. Railway, Dhanbad” for cost of Rs. 1,76,19,660.”

Parties entered into a written agreement dated



12.05.2014 containing an arbitration clause- 64 (Page-93).

It is not in dispute that the process for resolution of dispute, prior to the invocation of the arbitration clause stands exhausted. The petitioner's initiative for seeking appointment of arbitrator in terms of communication (Annexure-3, Page-53) was not responded to.

Today, there is no dispute about-(a) the legality, validity and binding effect of a written agreement dated 12.05.2014 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, as mutually agreed, Shri Virendra Kumar (IRSE) Retd. CTE/ECR, from the panel is appointed as the sole Arbitrator to adjudicate all disputes arising out of agreement dated 12.05.2014 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 2014, 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.

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 16.05.2022 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	05.05.2022
Transmission Date	

