

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.27 of 2022

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M/s S.S. Construction, through its Proprietor Sri Shyam Kishore Rai, Male
aged about 62 years, S/o Late Jagdeo Rai, R/o S.S. Villa, Balbhadrapur,
Laheria Sarai, P.S. - Laheria Sarai, District- Darbhanga.

... .. Petitioner/s

Versus

The State of Bihar through Executive Engineer, Road Construction
Department, Road Division, Darbhanga.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Dudh Nath Singh, Advocate
For the Respondent/s : Mr.Amit Prakash, GA-13

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 29-06-2022

This application 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 (hereinafter referred to as the 'Act').

Petitioner and the respondents entered into a written
agreement dated 16.02.2008 (Annexure-1 Page 14). The said
agreement contains an arbitration clause- 25 for settlement of
disputes. Petitioner approached Bihar Public Works Contracts
Disputes Arbitration Tribunal for invoking the said Clause and
the order of the Tribunal dated 24.02.2021 was returned.

Today, there is no dispute about-(a) the legality,
validity and binding effect of a written agreement dated
16.02.2008 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 respondents having failed to appoint an Arbitrator pursuant to the invocation of the arbitration clause by the petitioner.

As such, Hon'ble Mr. Justice S.N.Jha, Former Chief Justice, Rajasthan High Court, Mobile No. 9431024997, and former Judge of this Court, is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement dated 16.02.2008 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 2008, it is expected of the learned Arbitrator to decide the issues expeditiously.

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.

Joint Registrar (List) is directed to immediately 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)

Ashwini/Sujit

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	12.07.2022
Transmission Date	NA

