

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.30 of 2022

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Shri Ohm Construction through its Director Mr. Rajib Ranjan Singh, S/o Sri Jibeshwar Prasad Singh, resident of Mirchaibari, Town-Katihar, P.S.-Sahayak Thana, Katihar, District-Katihar, having its place of business at Mirchaibari, District-Katihar, PIN-854105, Bihar.

... .. Petitioner/s

Versus

1. The State of Bihar through Principal Secretary, Rural Works Department, Bihar.
2. Executive Engineer, Rural Works Department, Work Division, Katihar.
3. Chief Engineer-2, Rural Works Department, Patna.
4. Engineer in Chief, Rural Works Department, Patna, Bihar.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Prabhakar Nath Rai, Advocate
For the Respondent/s : Mr.Ajay (GA 5)

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

Heard learned counsel for the parties.

Petitioner has prayed for the following relief(s):-

“For appointment of sole Arbitrator as stipulated under sub section 6 of section 11 of the Arbitration and Conciliation Act, 1996 for Arbitration of the disputes/differences and claim thereof arising out of agreement NO. SBD-5/2013-14 dated 02.08.2013 executed by Executive Engineer RWD, Katihar and M/S Shri Ohm Construction.”

Today, there is no dispute about-(a) the legality,



validity and binding effect of a written agreement dated 02.08.2013 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.

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 Navin Sinha, Former Judge of Hon'ble Supreme Court, as learned Arbitrator to adjudicate all disputes arising out of agreement dated 02.08.2013 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 2013, the hearing be expedited.

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.

It is expected of the learned Arbitrator to adjudicate the disputes expeditiously.

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 30.05.2022 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	09/05/2022
Transmission Date	

