

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.32 of 2022

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Godrej and Boyce Mfg. Co. Ltd. a company registered under the companies Act, 1956 having their registered office at Pirojshanagar, Vikhroli, Mumbai-400079 through its authorized representative, Dibyendu Dawn, Male, aged about 49 years, son of Samrendra Nath Daw, resident of Master Para 1st Lane Asansol, P.S. Asansol, District-Bardhaman, West Bengal-713301.

... .. Petitioner/s

Versus

1. Bihar Rural Livelihoods Promotion Society, (Jeevika), First Floor, Vidyut Bhawan Annexe-II, Bailey Road, Patna 8000021.
2. Mr. Rajiv Kumar Singh, Administrative Officer BRLPS and authorized representative of BRLPS (Jeevika), First Floor, Vidyut Bhawan Annexe-II, Bailey Road, Patna 8000021.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Nilanjan Chatterjee, Advocate

For the Respondent/s : Mr. Abhinav Srivastava, Advocate

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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 20.07.2017 (Annexure-P/1, page-18). The said agreement contains an arbitration clause- 17 (Page 24) for settlement of disputes, which the petitioner invoked, vide notice dated 18.09.2020 (page -106) and 14.06.2021 (page - 113) to the Bihar Rural Livelihoods Promotion Society, (Jeevika) to adjudicate the dispute between the parties.

Today, there is no dispute about-(a) the legality, validity and binding effect of a written agreement dated 20.07.2017 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 Justice Smt. Nilu Agrawal, Former Judge, Patna High Court, Telephone No. 0612-2254999, is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement dated 20.07.2017 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 2017, 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 her of passing of this order.

Parties shall file their statement of claims before the learned Arbitrator on such date of hearing which she 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	11.07.2022
Transmission Date	NA

