

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.34 of 2022

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M/s Vikaram Infrastructure Company, Civil Engineers and Contractors, A Registered Partnership Firm, having its Office at Gokul Market, Station Road, Vapi-396191 (Gujrat), through its Authorized Signatory, Namely, Sanepara Ajay Madhubhai Male, aged about 39 Years, Son of Madhubhai Sanepara, Resident of A-8, Kalptaru Society, Opp fire Station, Katargam, Surat City P.S.-Katargam, District-Surat (Gujrat).

... .. Petitioner/s

Versus

1. The Indian Railway Workshop Projects, through the Chief Administrative Officer (WP), Workshop Projects, 4th Floor, Chamber Bhavan, J.C. Road, Patna-800001.
2. The Chief Engineer, Indian Railway Workshop Projects, 4th Floor, Chamber Bhavan, J.C. Road, Patna-01.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. S.D.Sanjay, Sr. Advocate Mr. Mohit Agarwal, Advocate Ms. Priya Gupta, Advocate Ms. Parul Prasad, Advocate Mr. Anand Kumar, Advocate Mr. Rahul Kumar, Advocate
For the Respondent/s	:	Mr. Kumar Priya Ranjan, CGC Mr. Girish Nandan Abhishek, Advocate Mr. Ankur Apurv Singh, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 23-11-2022

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 contract



and the Letter of Acceptance was issued for the execution of work on 24.11.2016 (Annexure-3 Page 39) followed by terms and conditions as contained in General Conditions of Contract 2014 (Annexure-12, Page 57). The said GCC contains an arbitration Clause- 64 (Page 66) for settlement of disputes, which the petitioner invoked, vide letter dated 13.04.2019 (Annexure-13, Page 79) to the Dy. Chief Engineer, (Workshop Project) BD, 1st Floor, Railway Station Building, Irvin Square, Amarvati, Maharashtra-444602 for settlement of disputes; and after termination of contract, sent letter dated 02.02.2022 (Annexure-14, Page 80) to the respondents for appointment of an Arbitrator to adjudicate the dispute between the parties.

Today, there is no dispute about-(a) the legality, validity and binding effect of the agreement/Letter of Acceptance issued to the petitioner on 24.11.2016; (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/ Letter of Acceptance 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 C.K.Thakker, Former Judge, Supreme Court of India, Mobile No. 09825010267, is appointed as learned Arbitrator to adjudicate all disputes arising out of the agreement/Letter of Acceptance dated 24.11.2016 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/ Letter of Acceptance of the year 2016, 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 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 21.12.2022 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)

Sujit/Ashwini

AFR/NAFR	
CAV DATE	
Uploading Date	07.12.2022
Transmission Date	

