

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.36 of 2022

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M/s Enarch Consultants Private Limited a Company registered under the Companies Act having its office situated at B- 66, Sector 63, Noida (U.P.) through its Managing Director- Shri Rahul Gupta, Son of Late Shri Jai Prakash Gupta, resident of House No. E- 56, Sector - 41, P.S. - Sector - 39, Noida, District - Gautam Budh Nagar, Pin Code - 201301 (U.P.).

... .. Petitioner/s

Versus

1. Bihar State Educational Infrastructure Development Corporation Ltd. (A Govt. of Bihar Undertaking) having its Head Office at Shiksha Bhawan, Bihar Rastrabhasa Parisad Campus, Acharya Shiv Pujan Sahayepath, Saidpur, Patna - 800004 through its Managing Director.
2. Managing Director, Bihar State Educational Infrastructure Development Corporation Ltd., (A Govt. of Bihar Undertaking) Shiksha Bhawan, Bihar Rastrabhasa Parisad Campus, Acharya Shiv Pujan Sahayepath, Saidpur, Patna - 800004.
3. Chief Engineer, Bihar State Educational Infrastructure Development Corporation Ltd., (A Govt. of Bihar Undertaking) Shiksha Bhawan, Bihar Rastrabhasa Parisad Campus, Acharya Shiv Pujan Sahayepath, Saidpur, Patna - 800004.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Raju Giri, Advocate
For the Respondent/s : Mr. Girijish Kumar, 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 01.12.2011 (Annexure-6, Page-90). The said agreement contains an arbitration clause- 8.2 (Page 78) for



settlement of disputes, which the petitioner invoked, vide notices dated 07.01.2022 (Annexure-47, Page-235) 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 a written agreement dated 01.12.2011 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.

The parties themselves had sought suggestion of the name of the person, who can be appointed as an Arbitrator.

As such, Hon'ble Mr. Justice Vikash Jain, Former Judge, Patna High Court, Mobile No. 9473400260, is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement dated 01.12.2011 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 2011, 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)

Sujit/Ashwini

AFR/NAFR	
CAV DATE	
Uploading Date	11.07.2022
Transmission Date	

