

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.50 of 2021

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M/s Kameshwar Singh through its Proprietor Kameshwar Singh, Aged about
Years, Male, Son of Raghunath Singh, Registered H and T Contractor, Gandhi
Smarak, G.T. Road, Sasaram, District-Rohtas.

... .. Petitioner/s

Versus

1. The Central Warehousing Corporation through its Managing Director.
2. The Managing Director, Central Warehousing Corporation, Warehousing
Bhawan, 4/1 Siri Industrial Area, August Kranti Marg, New Delhi.
3. The Regional Manager, Central Warehousing Corporation, Regional Office,
Maurya Lok Complex, Block-A, 2nd Floor, Dak Bungalow Road, Patna.
4. The Warehousing Manager, Central Warehouse Mohania, Kaimur

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Bindhyachal Singh, Sr. Advocate Mr. Satya Prakash, Advocate Mr. Vipin Kumar Singh, Advocate
For the Respondent/s	:	Mr. Anjani Kumar, Sr. Advocate Mr. Alok Kumar Rahi, Advocate

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

Having heard learned counsel for the parties, this
Court is persuaded to allow the present application filed under
Section 11(6) of the Arbitration and Conciliation Act, 1996.

Undisputedly, vide written agreement dated
05.08.2013, parties entered into a commercial transaction. The
said agreement thus contains an arbitration clause-XIX
(Annexure-P7, Page 25).

It is also not in dispute that the petitioner, being
one of the parties to the written agreement, invoked such clause



vide notice dated 13.06.2018 and a reminder dated 27.03.2019.

In the response, the factum of receipt thereof is not disputed, but, however, what is stated is that the petitioner had been pursuing his remedies for release of certain funds by way of the writ petition, which has been disposed of with a direction to the respondents for consideration of the petitioner's case in accordance with law, which representation stands already decided.

It is the petitioner's case that the decision taken is not in terms of the agreement and corresponding contractual obligations, which purportedly stands breached by the respondents. However, such fact is seriously disputed by the respondents.

Be that as it may, the disputes mean civil in nature, do arise out of commercial transaction in relation to written agreement dated 05.08.2013.

As such, as jointly prayed for, Shri Vikash Kumar Sharma, District Judge (Retired) is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement dated 05.08.2013 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 fee as per the schedule.

Since the dispute arises out of an agreement of the year 2013, it is expected of the learned Arbitrator to hear and decide the issues expeditiously.

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.

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/physical 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)

Sujit/Ashwini

AFR/NAFR	
CAV DATE	
Uploading Date	09.05.2022
Transmission Date	

