

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.43 of 2022

1. Sachidanand Singh son of late Radhika Singh, resident of 15A, Indira Roy Road Flat- C, Bhawanipore, Kolkata, West Bengal, Pin Code- 700025.
2. Manoj Kumar Prabhat son of Sri Janardan Singh, resident of Rajiv Nagar, Road No.- 8D, P.S. Rajeev Nagar, District- Patna.

... .. Petitioner/s

Versus

1. Ranjan Kumar Mertiya son of Sri Kailash Chand, resident of Hiranand Shaw Ki Gali, Chowk Patna City, Patna, presently at 4th Floor Vasudev City, Opposite Rajhans Guest House, Beni Babu Ka Bagicha, Rajendra Path, P.S. Kadamkuan, District- Patna.
2. Mohan Chand Upadhyay son of Mosadi Upadhyay, resident of Village and P.O.- Ram Nagar, P.S.- Dokati, District- Baliya, U.P., presently at Ramlakhan Singh Market, Ramlakhan Path, Bhojpur Colony, Road No. 8, Ashok Nagar, P.S. Kankarbagh, District- Patna.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr.Sanjay Kumar, Advocate
For the Respondent/s	:	Mr. Suresh Pd Singh No.1, Advocate

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').

Petitioners and the respondents entered into a Deed of Partnership dated 10.06.2019 (Annexure-2 Page 40). The said agreement/Deed of Partnership contains an arbitration



Clause- 20 (Page 46) for settlement of disputes, which the petitioners invoked, vide notice dated 26.03.2022 to the respondent no. 2 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/ Deed of Partnership dated 10.06.2019 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/ Deed of Partnership 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 Prabhat Kumar Jha, Former Judge of this Court, Mobile No. 9431015012 is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement/ Deed of Partnership dated 10.06.2019 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/ Deed of Partnership of the year 2019, 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 19.12.2022 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	06.12.2022
Transmission Date	

