

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.49 of 2022

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Vedavaag Systems Limited, (Previously Known as SARK Systems India Ltd.), a Company registered Under the Companies Act, 2013 having CIN No. L72200TGI998PLC029240 and its registered Office at 103, West Block, Sirisai Orchid, Madhapur, Hi-tech City, Hyderabad 500081, Telangana, India, Represented through its authorized representative Mr. Mukesh Kumar, aged about 31 Years, Male, S/o Ravindra Prtasad

... .. Petitioner/s

Versus

1. The State of Bihar represented through its Principal Secretary, Department of Information and Technology
2. Principal Secretary, Department of Information and Technology, Secretariat, Patna. Bihar-800015.
3. Bihar State Electronics Development Corporation Limited through its Managing Director, BELTRON Bhawan, Shastri Nagar, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Dayanand Singh, Advocate Mr. Nagadeo Choubey, Advocate Ms. Pallavi Trividi, Advocate Mr. Dhananjay Kashyap, Advocate Ms. Somali Acharya, Advocate
For the Respondent/s	:	Mr. Gyan Prakash Ojha (GA 7)
For BELTRON	:	Mr. Girijish Kumar, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 12-10-2022

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.

Petitioner and the respondents entered into a written



agreement dated 06.10.2007. The said agreement contains an arbitration clause. The petitioner, vide communication dated 15.02.2022 has invoked the arbitration Clause-8 (Annexure-3) seeking appointment of an Arbitrator.

It is pleaded that the respondents have neither settled the dispute nor responded to the said notice. The disputes are civil in nature, arising out of an agreement dated 06.10.2007.

Today, there is no dispute about-(a) the legality, validity and binding effect of a written agreement dated 06.10.2007 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 respondent having failed to appoint an Arbitrator pursuant to the invocation of the arbitration clause by the petitioner.

As such, Hon'ble Mr. Justice Rajan Gupta, Former Judge of the Patna High Court and Punjab and Haryana High Court (Mobile No. 09780008140) is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement



dated 06.10.2007 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 dated 06.10.2007, the hearing be expedited.

Parties are directed to fully cooperate and not take any unnecessary adjournment.

It is expected of the learned Arbitrator to decide the issues expeditiously.

Joint Registrar (List) is directed to 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 09.11.2022 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)

K.C.Jha/-

AFR/NAFR	
CAV DATE	
Uploading Date	18.10.2022
Transmission Date	

