

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.57 of 2022

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Kashish Developers Limited, Registered Office at-87 Old AG Colony, Kadru, Ranchi, Jharkhand-834002, Local address at-201, Kamla Sadan Apartment, Punai Chak, District-Patna, through its Director Mukesh Kumar, aged about 45 Years, Gender-Male, Son of Sri Mukut Prasad Rao, Resident of 171, Mushahari, Bijbaniya, P.S.-Lauriya West Champaran, District-West Champaran.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary-Cum-Commissioner, Building Construction Department, Government of Bihar, Patna.
2. The Engineer-in-Chief-Additional Commissioner-Cum-Special Secretary, Building Construction Department, Government of Bihar, Patna.
3. The Chief Engineer, Building Construction Department, Government of Bihar, Patna.
4. The Superintending Engineer Building Division, Katihar, Building Construction Department, Bihar, Patna.
5. The Executive Engineer, Building Division, Katihar, Building Construction Department, Bihar, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Ranjeet Kumar, Advocate

For the Respondent/s : Mr.Uday Shankar Sharan Singh, GP 19

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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 written agreement dated 07.03.2017 (Annexure-1 Page 21). The said agreement contains an arbitration Clause- 25 (Page 117) for settlement of disputes, which the petitioner invoked, vide notice dated 13.04.2022 (Annexure-11, Page 331) to the respondents concerned 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 07.03.2017 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.

As such, Hon'ble Mr. Justice S. Kumar, Former Judge of this Court, Mobile No. 9430001773, is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement dated 07.03.2017 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 2017, 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	

