

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.64 of 2022

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M/s Trishul Construction At and P.O.- Balmikinagar, West Champaran- At present 205, Ashiana Tower, Exhibition Road, Patna through its Partner Chandra Prakash Gupta, aged about 54 years, son of Sushil Kumar Gupta, resident of Mohalla- Bank Road, Bagaha Bazar, P.S.- Bagaha, District- West Champaran.

... .. Petitioner/s

Versus

1. The Union of India
2. The Chief Engineer, Construction, NIEC Railway, Mahendru Ghat, Patna.
3. The Deputy Chief Engineer Construction, NIEC Railway, Darbhanga.
4. The Deputy Chief Engineer Construction, EC Railway, Darbhanga.
5. The Financial Advisor, F.A/CON E.C. Railway, Mahendru Ghat, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Radha Mohan Pandey, Advocate Mr. Chandra Shekhar Verma, Advocate Mr. Amit Bhaskar, Advocate
For the Respondent/s	:	Dr. K.N. Singh, ASG Mr. Kumar Sachin, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 23-11-2022

Heard learned counsel for the parties.

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 respondent entered into a written agreement dated 16.10.2009 (Annexure-P/10, page-39). The said agreement contains an arbitration clause (Clause-63, page-



40). The petitioner, invoked the arbitration clause vide communication dated 28.03.2022 (Annexure-P/11, Page- 44), but to no avail.

It is pleaded that the respondents have not settled the dispute till date. The dispute is civil in nature, arising out of the agreement dated 16.10.2009 (Annexure-P/10, page-39).

Today, there is no dispute about-(a) the legality, validity and binding effect of the written agreement dated 16.10.2009 (Annexure-P/10, page-39) 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 the 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 S. Kumar, former Judge of the Patna High Court (Mobile No. 9430001773), is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement dated 16.10.2009 (Annexure-P/10, page-39)



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 2009, the hearing be expedited.

Parties undertake to fully cooperate and not take any unnecessary adjournment.

The issue of limitation, if any, is left open to be raised before the learned Arbitrator.

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 also undertake to communicate the order to the learned Arbitrator. In fact, they volunteered to appear before him, through digital mode/physical mode on 14.12.2022 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)

Amrendra/PKP

AFR/NAFR	
CAV DATE	
Uploading Date	06/12/2022
Transmission Date	

