

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.65 of 2022

North Brook Jute Company Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office and mill at 1 I.G.T. Road, Champdany, Baidyabati, Hooghly-712222 through its Authorized Representative namely Kumar Rajesh, son of Late Suresh Chandra Prasad, aged about 50 years, working for gain at Rameshwara Jute Mills, Muktapur, Bihar.

... .. Petitioner/s

Versus

1. The State of Bihar through Principal Secretary, Department of Agriculture, Government of Bihar, Patna.
2. The Principal Secretary, Department of Agriculture, Government of Bihar, Patna.
3. The Bihar Rajya Beej Nigam Ltd through its Managing Director, Bihar Rajya Beej Nigam Ltd. Pant Bhawan, Bailey Road, Patna-800001.
4. The Managing Director, Bihar Rajya Beej Nigam Ltd. Pant Bhawan, Bailey Road, Patna-800 001.
5. The Chief of Processing, Bihar Rajya Beej Nigam Ltd. Pant Bhawan, Bailey Road, Patna-800 001.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Sunit Kumar, Advocate Mr. Siddhartha Prasad, Advocate
For the Respondent/s	:	Mr. Sarvesh Kumar Singh, AAG-13 Mr. Arya Achint, A.C. to AAG-13

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 01.04.2014 (Annexure-1, page-17). The said agreement contains an arbitration clause (Clause-14, page-18). The petitioner, invoked the arbitration clause vide communication dated 25.02.2022 (Annexure-12, Page-51), 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 01.04.2014 (Annexure-1, page-17).

Today, there is no dispute about-(a) the legality, validity and binding effect of the written agreement dated 01.04.2014 (Annexure-1, page-17) 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 Sadanand Mukherjee, a retired Judge of the Patna High Court (Mobile No.



9430901552), is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement dated 01.04.2014 (Annexure-1, page-17) 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 2014, 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	07/12/2022
Transmission Date	

