

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**REQUEST CASE No.68 of 2022**

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M/s Madan Kumar Singh a Partnership firm having its registered Office at Naya Bazar, Police Station-Sadar Saharsa, District- Saharsa through its One of the Partners, Namely Sri Gopal Kumar Singh, aged about 43 Years, Son of Sri Ramanand Prasad Singh Resident of Naya Bazar, Police Station-Saharsa, District-Saharsa.

... .. Petitioner/s

Versus

1. The State of Bihar through Principal Secretary, Rural Works Department, Government of Bihar, Patna.
2. The Principal Secretary, Rural Works Department, Government of Bihar, Patna.
3. The Engineer-in-Chief, Rural Works Department, Government of Bihar, Patna.
4. The Chief Engineer-2, Rural Works Department, Government of Bihar, Patna.
5. The Superintending Engineer, Rural Works Department, Work Circle, Saharsa.
6. The Executive Engineer, Rural Works Department, Works Division, Saharsa.

... .. Respondent/s

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**Appearance :**

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|----------------------|---|-------------------------------------------------------------|
| For the Petitioner/s | : | Mr. Rajeev Shekhar, Advocate<br>Mr. Sanjeev Kumar, Advocate |
| For the Respondent/s | : | Mr. Ajay, GA-5                                              |

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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 no. 26 SBD of 2014-15 (Annexure-1, page-12). The said agreement contains an arbitration clause (Clause-25, page-96). The petitioner, invoked the arbitration clause vide communication dated 09.01.2022 (Annexure-6, Page-138); communication dated 24.01.2022 (Annexure-7, Page 140); Communication dated 23.02.2022 (Annexure-8, Page-142) and Communication dated 06.05.2022 (Annexure-9, Page-144), 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 no. 26 SBD of 2014-15 (Annexure-1, page-12).

Today, there is no dispute about-(a) the legality, validity and binding effect of the written agreement no. 26 SBD of 2014-15 (Annexure-1, page-12) 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.

From the response filed by the State, and more particularly Paragraph 9 thereof, execution of the agreement, containing an agreement clause and its validity, is not in dispute.

As such, Hon'ble Justice Smt. Nilu Agrawal, a retired Judge of the Patna High Court (Mobile No. 9431015004), is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement no. 26 SBD of 2014-15 (Annexure-1, page-12) 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

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

