

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.58 of 2021

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M/s SS (JV) a joint venture having its registered office at 34/A, Metacalfe Street fourth floor, suit number 4F/1, Kolkata-700013 its authorized representative namely Amulya Kumar Das, son of Anirudh Chandra Das, aged about 50 years, Resident of D/1, Sai Phoneix, Sri Sai City, Sai Baba Mandir, New Pundag, Ranchi-834004, Jharkhand.

... .. Petitioner/s

Versus

The Bhagalpur Smart City Ltd., a registered company having its registered office Municipal Corporation Court Compound, Bhagalpur, Bihar-812001 through its Managing Director.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Gautam Kumar Kejriwal, Advocate
Mr. Alok Kumar Jha, Advocate
For the Bhagalpur Smart City Ltd.Mr. Manish Kumar, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 20-04-2022

Petitioner has prayed for the following relief(s):-

“For appointment of an arbitrator in the matter of dispute arising out of agreement number 04 of 2020 dt. 19.09.2020 between the petitioner and the respondent Bhagalpur Smart city Ltd (hereinafter referred to as the BSCL for short) and its authorities on account of illegal termination of the said agreement and consequential invocation of bank guarantee furnished by the petitioner against performance security and other ancillary issues.”

Shri Gautam Kumar Kejriwal, learned counsel for



the petitioner, invites attention to Article-26 containing the dispute resolution mechanism provided under the agreement dated 19.09.2020, entered into between the parties. He further invites attention to the communication dated 28th of November, 2020, whereby the said agreement stood terminated by the respondent.

Noticeably, in response thereto, parties sat together with an endeavour to resolve the issues in terms of Clause-23 of the agreement. The decision in that regard is contained in communication dated 15th of December, 2020. Subsequently, vide communication dated 27th of March, 2021, the respondent reiterated its decision taken in terms of communication dated 4th of December, 2020, whereby the agreement stood terminated. As such, petitioner, by invoking the arbitration clause sought referral of dispute to arbitration of a retired Judge of this Court in terms of communication dated 07.07.2021. In the absence of any response, petitioner preferred the instant petition under Section 11(6) of the Arbitration and Conciliation Act, 1996.

Today, after the matter was heard for some time, parties agree for the petition to be disposed of on the following mutually agreeable terms:-

(a) Petitioner shall make himself available in the



office of the respondent Bhagalpur Smart City Ltd. within two weeks from today;

(b) Mr. Manish Kumar, learned counsel for the respondent Bhagalpur Smart City Ltd., states that the competent authority shall positively, within 30 days, the time-frame stipulated in the agreement, take a decision thereupon;

(c) All endeavour for settlement of the dispute amicably shall be made;

(d) Should the parties feel aggrieved of the outcome thereof, it shall be open for them to invoke Clause-26.3 of agreement and initiate appropriate proceedings in accordance with law.

Petition stands disposed in the aforesaid terms.

Interlocutory Application(s), if any, shall stand disposed of.

(Sanjay Karol, CJ)

K.C.Jha/-DKS

AFR/NAFR	
CAV DATE	
Uploading Date	25.04.2022
Transmission Date	

