

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.84 of 2022

M/s Anil Sharma, through its Proprietor Mr. Anil Sharma, aged about 56 Years (Male), Son of Late Ram Chandra Singh, Resident of Mohalla-North Office Para Road, G.S.P., P.S.-Doranda, District-Ranchi, State-Jharkhand, Pin-834002.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secreary, Water Resources Department, Sinchai Bhawan, Patna-15.
2. The Principal Secretary, Water Resources Department, Sinchai Bhawan, Patna-15.
3. The Engineer-in-Chief (Middle), Water Resources Department, Sinchai Bhawan, Patna-15. now it Has Been Changed as Irrigation Creation, Water Resources Department, Sinchai Bhawan, Patna-15.
4. The Chief Engineer, Water Resources Department, Katari Hill Road, Gaya-823001, Now it has Been Changed as Irrigation Creation, water Resources Department, Nalanda, Bihar Sharif-803101.
5. The Superintending Engineer, Water Resources Department, Water Ways Circle, Ghoshi (Jehanabad), Now it has been Changed as Irrigation Circle, Nalanda at Bihar Sharif-803101.
6. The Executive Engineer, Water Resources Department, Water Ways Division, Ghoshi (Jehanabad), Now it has been Changed as Irrigation Division, Ghoshi (Jehanabad).
7. The Joint Secretary, Water Resources Department, Bihar Patna-15.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Manish Sahay, Advocate Mr. Siddharth Aditya, Advocate Mr. Anil Kumar Sinha, Advocate
For the Respondent/s	:	Mr. Anjani Kumar, AAG-4 Mr. Alok Kumar Rahi, Advocate Mr. Utkarsh Bhushan, Advocate

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 11.06.2009 (Annexure-2, page-28). The said agreement contains an arbitration clause (Clause-25, page-87). The petitioner, invoked the arbitration clause vide communication dated 22.11.2021 (Annexure-P-8, Page 159); communication dated 15.12.2021 (Annexure-P-9, Page-165); communication dated 16.02.2022 (Annexure-P-12, Page 175); communication dated 20.03.2022 ((Annexure-P-13, Page- 177) and communication dated 05.04.2022 (Annexure-P-1, Page-21), 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 11.06.2009 (Annexure-2, page-28).

Today, there is no dispute about-(a) the legality, validity and binding effect of the written agreement dated 11.06.2009 (Annexure-2, page-28) 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.J. Mukhopadhaya, Former Judge, Supreme Court of India (Mobile No. 8800555332), is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement dated 11.06.2009 (Annexure-2, page-28) 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	07 /12/2022
Transmission Date	

