

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.73 of 2021

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Gopal Prasad Son of Late Vishwanath Prasad Resident of House No. 13,
Durga Smriti, Justice Rajkishore Path, Kadam Kuan New Area, Patna, Bihar-
800003. Email Id meenakshigopal8587@gmail.com

... .. Petitioner/s

Versus

1. M/s Nysaa Retail Private Limited having its registered office at Khasra no 556 Kapashera, Main Bijwasan Road, New Delhi- 110037. Email Id Cs@indiafamilymart.com
2. Sri Jai Prakash Shukhla, Managing Director, M/s Nysaa Retail Private Limited, S/o Ram Kalash Shukla resident of G- 16, Plot 7, Brahma APP Dwarka, New Delhi- 110075, Email Id ravindra111222@gmail.com
3. Ravinder Singh, Managing Director, M/s Nysaa Retail Private Limited, S/o Parmvir Singh Resident of H.No 100A, Block J, Sector 10 DLF Faridabad Haryana- 121006, Email Id ravindra111222@gmail.com

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Manoj Kumar, Advocate
For the Respondent/s :

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CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 22-06-2022

On 27.04.2022, following order was passed:

“As per office report, the
respondents stand served.

Despite repeated calls, none enters
appearance on behalf of the respondents.

In the interest of justice, matter is
adjourned.

List on 11.05.2022.”

Even today, none has entered appearance on behalf
of the respondents.



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 in view of the Arbitration Agreement between the parties containing appointment procedure agreed upon between them vide Clause 17 of the Memorandum of Understanding between the parties dated 8.3.2021 and on failure on the part of respondent to act.

Petitioner and the respondents entered into a written agreement termed as Memorandum of Understanding dated 8.3.2021 (Annexure 1, page 14). Clause 17 of the agreement contains the arbitration and conciliation clause. Petitioner, vide notice (undated) Annexure-2, page 12, invoked the arbitration clause.

It is pleaded that the respondents have neither settled the dispute nor responded to the said notice. The disputes are civil in nature, arising out of an agreement dated 8.3.2021.

Today, there is no dispute about-(a) the legality, validity and binding effect of a written agreement dated 8.3.2021 and subsequently 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 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 Aditya Kumar Trivedi, Former Judge, Patna High Court, Mobile No. 9473400262, is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement dated 8.3.2021 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 2021, it is expected of the learned Arbitrator to adjudicate the disputes expeditiously.

Parties are directed to fully cooperate and not take any unnecessary adjournment.

The proceedings, during the time of current Pandemic- Covid-19 shall be conducted through digital mode,



unless the parties otherwise mutually agree to meet in person i.e. physical mode.

Joint Registrar (List) is directed to communicate the order to the learned Arbitrator.

Learned counsel for the parties to communicate the order to the learned Arbitrator. Also, parties are directed to appear before him, through physical/digital mode on 29.07.2022 and apprise him of passing of this 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)

K.C.Jha/-

AFR/NAFR	
CAV DATE	
Uploading Date	12.07.2022
Transmission Date	

