

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.19 of 2023

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M/S Jay Shree Tea and Industry Limited proprietor of Majhaulia Sugar Industries, having its registered office and head Office at Industry House, 15th Floor, 10 Chemic Street Calcutta - 700017 and the Mill is situated in the District of West Champaran, Bihar - 845454 represented through its Authorized Signatory and Deputy General Manager (Commercial), namely Upendra Nath Rai, Gender Male aged about 60 years, Son of Late Chandrika Rai, resident of New Bajrang Nagar, Ratanpura Ojha Toli, Chapra, Saran - 843101.

... .. Petitioner/s

Versus

1. The Bharat Petroleum Corporation Limited having its registered office at Bharat Bhawan, 4 and 6 Currimbhoy Road, Ballard Estate, Mumbai 400001 represented through its Chairman-cum-Managing Director.
2. The Deputy General Manager (Transport) Retail, East, Bharat Petroleum Corporation Limited, BPCL Eastern Regional Office, Bharat Bhavan, 31, Prince Gulam Md. Shah Road, Golf Green, Kolkata - 700095.
3. The Depot Manager, BPCL, Barauni TOP, NH 31, Paprour, Bihar - 851210, Bihar.
4. The Depot Manager, BPCL, Muzaffarpur Depot, Village Sherpur, M.I.C. Bela - 842005, Bihar.
5. The Depot Manager, BPCL, Patna TOP, Pakri, Patna - 800002, Bihar.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Ramesh Kumar Agrawal, Advocate
For the Respondent/s : Mr.Siddhartha Prasad, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 26-07-2023

Heard learned counsel for the parties.

2. 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.

3. Petitioner and the respondent entered into an



agreement dated 13.11.2020 (Annexure-1). The said agreement contains an arbitration clause at Page-31. The petitioner invoked the said arbitration clause vide communications dated 22.04.2022 (Annexure-P/3) as also email dated 21.05.2022, but to no avail.

4. It is pleaded that the respondents have not settled the dispute till date and the dispute is of civil in nature.

5. Today, there is no dispute about-(a) the legality, validity and binding effect of the written agreement 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 arising 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.

6. As such, Hon'ble Mr. Justice Mihir Kumar Jha, a former Judge of the Patna High Court, is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement entered into between the parties to the *lis*.

7. All pleas and issues raised, on merits, are left open to be considered and decided by the learned Arbitrator.



8. The learned Arbitrator shall be entitled to fee as per the schedule of the Act.

9. Since the dispute arises out of an agreement of the year 2020, the hearing be expedited.

10. The issue of limitation, if any, is left open to be raised before the Arbitral Tribunal.

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

12. Learned counsel for the parties also undertake to communicate the order to the learned Arbitrator.

13. The Arbitral Tribunal shall issue notice to the respondents.

14. The Request Petition stands disposed of in the above terms.

(K. Vinod Chandran, CJ)

Sujit/-

AFR/NAFR	NAFR
CAV DATE	
Uploading Date	31.07.2023
Transmission Date	

