

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.22 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 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 Bajranj Nagar, Ratanpura Ojha Toli, Chapra, Saran - 843101.

... .. Petitioner/s

Versus

1. The Hindustan Petroleum Corporation Limited, Registered Office at 17, Jamshedji Tata Road, Mumbai 400 020 represented through the Chairman cum Managing Director.
2. The Deputy General Manager (I/C) O and D, NCZ, Hindustan Petroleum Corporation Limited TC 13, V/V, Vibhuti Khand, Gomti Nagar, Lucknow- 226010.
3. The Depot Manager, Hindustan Petroleum Corporation Limited, Patna (Bihta New IRD)- 801103.
4. The Depot Manager, Hindustan Petroleum Corporation Limited, Barauni Depot, Papraur, Begusarai- 851210.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Ramesh Kumar Agrawal, Advocate
		Mr. K. Ravish, Advocate
For the Respondent/s	:	Mr. Neeraj Kumar Gupta, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 16-08-2023

The Request Case is for appointment of an Arbitrator to resolve the dispute arising out of an Agreement produced as Annexure-1.



2. The learned counsel for the respondents raises an objection insofar as the arbitration clause having a clause in which the Courts in the city where the purchase order is issued having jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement. The purchase order is produced as Annexure-P/7 along with the supplementary affidavit which is issued from Lucknow and hence, the petitioner would have to approach the Courts in Lucknow.

3. The arbitration clause in Agreement has two distinct clauses which are extracted hereunder:

“The language of the proceedings will be in English and the place of proceedings will be at the State Capital of the Purchaser’s location where Ethanol under current Agreement was being received.

The parties hereby agree that the Courts in the city of (Place from where PO is issued) alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any Award or Awards made by the Sole Arbitrator hereunder shall be filed, if required, in the concerned Courts.”

4. Hence, while the first of the above extracts provide for an arbitration to be in the State Capital of the Purchaser’s location, the second clause makes the Courts in the city of the place from the purchase order is issued, to have jurisdiction to entertain any application or other proceedings



under the agreement. Hence, both these places ought to be considered to have jurisdiction to proceed with the arbitration. The purchaser-respondent receives Ethanol within the State of Bihar.

5. As such, with the consent of the parties, Hon'ble Mr. Justice Mihir Kumar Jha, 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*.

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

7. Learned Arbitrator shall be entitled to fee as per the Schedule of the Act.

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

9. Parties undertake to fully cooperate and not take any unnecessary adjournment.

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

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. Parties shall file their statement of claims before the learned Arbitrator on such date of hearing which he may fix, as per mutual convenience.

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

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

(K. Vinod Chandran, CJ)

Sunil/-

AFR/NAFR	NAFR
CAV DATE	
Uploading Date	17.08.2023
Transmission Date	

