

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.25 of 2023

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Ghanshyam Choudhary Son of Late Chhedan Choudhary, resident of Ward No. 2, Nariyar Bazar, Naya Bazar, Saharsa, P.O. and P.S. - Saharsa, District - Saharsa, PIN - 852201.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Food and Consumer Protection Department, Government of Bihar, Khadya Bhawan, R-Block, Patna 800001.
2. The Managing Director, Bihar State Food and Civil Supplies Corporation Limited, Government of Bihar, Khadya Bhawan, R-Block, Patna - 800001.
3. The District Manager, Bihar State Food and Civil Supplies Corporation Limited, Government of Bihar, Madhubani.
4. The District Manager-cum-Collector, Madhubani.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Sanket, Advocate Mr. Vinay Mistry, Advocate Mr. Sanjay Kumar, Advocate
For the Respondent/s	:	Mr. S. Raza Ahmad, AAG-5 Mr. Md. Shahid Seddique, A.C. to AAG-5 Mr. Shailendra Kumar Singh, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT
Date : 01-02-2023

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 05.05.2014 (Annexure-P/1, page-14). The said



agreement contains an arbitration clause (Clause-17, page-19). The petitioner, invoked the arbitration clause vide communication dated 29.11.2021 (Annexure-P/3 Page No. 23), 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 05.05.2014 (Annexure-P/1, page-14).

Today, there is no dispute about-(a) the legality, validity and binding effect of the written agreement dated 05.05.2014 (Annexure-P/1, page-14) 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, Shri Piyush Kamal Dixit, District & Sessions Judge (Retired) is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement 05.05.2014



(Annexure-P/1, page-14) 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 2014, the hearing be expedited.

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

The issue of limitation 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 20.02.2023 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.

Amrendra/PKP

(Sanjay Karol, CJ)

AFR/NAFR	
CAV DATE	
Uploading Date	
Transmission Date	

