

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.28 of 2023

=====

M/s Siemens Construction Corporation (A Partnership Firm) through its
Managing Partner, Mr. Rakesh Ranjan, B-29, Abhiyanta Nagar, Ashiyana-
Digha Road, Near Post Office, Patna- 25

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Road Construction Department, Govt. of Bihar, Bishwashraiya Bhawan, Bailey Road, Patna.
2. The Engineer-in-Chief, Road Construction Department, Govt. of Bihar, Bishwashraiya Bhawan, Bailey Road, Patna.
3. The Chief Engineer, N.H. Wings, Bihar, Patna, Bishweshraiya Bhava, Bailey Road, Patna.
4. The Executive Engineer, Road Construction Department, N.H Division, Gulzarbag, Patna.

... .. Respondent/s

=====

Appearance :

For the Petitioner/s	:	Mr. Shashi Bhushan Singh, Advocate
For the Respondent/s	:	Mr. Uday Shankar Sharan Singh (GP-19) Mr. Swapnil Kumar Singh, AC to GP-19

=====

CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 13-10-2023

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 21.03.2013 (Annexure-1). The said agreement contains an arbitration Clause-25.3. The petitioner had diligently commenced and continued the work, as per the agreement but there were local hindrance, resulting in the delay being occasioned. The petitioner's pleas to remove the problems at the site were not heeded.



The contract was rescinded and the petitioner debarred, despite the petitioner having completed major portion of the work.

4. It is pleaded that the respondents have not settled the dispute till date and the dispute is 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 Ravi Ranjan Kumar, 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 2013, 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)

sharun/-

AFR/NAFR	NAFR
CAV DATE	
Uploading Date	17.10.2023
Transmission Date	

