

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.33 of 2023

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SL RATHOUR HOTELS PRIVATE LIMITED through its Managing Director namely Santosh Kumar (Male aged about 48 years), son of Sri Suresh Prasad Singh, presently residing at House No. 10 Khagri Road Digha, Police Station Danapur, Patna.

... .. Petitioner/s

Versus

1. Bihar State Tourism Development Corporation Ltd. through its Managing Director having its office at Beerchand Patel Path, Patna.
2. The Managing Director, Bihar State Tourism Development Corporation Ltd. Beerchand Patel Path, Patna.
3. The Additional General Manager, Bihar State Tourism Development Corporation Ltd. Beerchand Patel Path, Patna.
4. The Manager, Hotel and Lodge, Bihar State Tourism Development Corporation Ltd., Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Diwakar Prasad Singh, Advocate
		Mr. Amardeep Lokpriya, Advocate
For the Respondent/s	:	Ms.Anukriti Jaipuriyar, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date: 17-05-2023

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 respondents entered into an agreement dated 05.08.2021 (Annexure-6). The said agreement contains an arbitration Clause-58. The petitioner invoked the



said arbitration clause, in view of the order dated 01.02.2023 passed in CWJC No. 18365 of 2022, titled as **SL Rathour Hotels Private Limited Vs. Bihar State Tourism Development Corporation Ltd.** (Annexure-14), 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 Samrendra Pratap Singh, 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 2021, 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	19.05.2023.
Transmission Date	

