

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.37 of 2023

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M/S MBL Infrastructure Ltd., a company registered under India Companies Act, 1956, having its registered office at Banni Corporate one, 308, 3rd Floor, Plot No. 5, Commercial District Centre, Jasola, New Delhi- 110025 and also having office at Divine Bliss, 2/3 Judges Court Road, 1st Floor Kolkata-700027 through its Authorized Signatory, Darban Singh Nayal, aged about 49 years (Male), son of Late Shri Ranjit Singh Nayal, Resident of RZF-766/26, Gali No. 7, Raj Nagar- 2, Palam Colony, New Delhi- 110077

... .. Petitioner/s

Versus

1. The State of Bihar through the Chief Engineer, Water Resources Department, Irrigation Department, Gandak Golony, 68GR 9HF, Ayodhyapuri, Siwan, Bihar- 841226
2. The Chief Engineer, Water Resources Department, Irrigation Department, Gandak Golony, 68GR 9HF, Ayodhyapuri, Siwan, Bihar- 841226
3. The Superintending Engineer, Saran Canal Division, Irrigation Department, Chapra, Bihar- 841301
4. The Executive Engineer, Saran Canal Division, Gandak Project, Marhaura, Bihar- 841418
5. The Principal Secretary, Water Resources Department, Government of Bihar, Patna.
6. The Engineer-in-Chief, Head Quarters, Water Resources Department, Government of Bihar, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Y.V. Giri, Sr. Advocate Mr.Brisketu Sharan Pandey, Advocate
For the Respondent/s	:	Mr.Anjani Kumar (AAG 4)

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CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 19-07-2023

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 02.03.2015 (Annexure-P/1). The said agreement contains an arbitration Clause-25. The petitioner invoked the said arbitration clause vide communications dated 31.01.2023 (Annexure-P/9) 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 Prabhat 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 2015, 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)

K.C.Jha/-

AFR/NAFR	
CAV DATE	
Uploading Date	21.07.2023
Transmission Date	

