

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.42 of 2023

=====

National Projects Construction Corporation Limited, a Company incorporated Under the Provisions of Companies Act, 1956, having its Registered Office at Raja House, 30-31, Nehru Place, New Delhi-110019 through its Authorized Representative Namely Amit Kumar Sinha, Son of Awadh Prasad, aged about 51 Years, Presently Working as Zonal Manager, Purvanchal Zone, NPCC Ltd. resident of House No.293/C, Road No. 1, Ashok Nagar, Argora, Ranchi Jharkhand 834002.

... .. Petitioner/s

Versus

1. Patna Smart City Limited (SPV formed by the Government of Bihar and Patna Municipal Corporation) through its Managing Director Cum Municipal Commissioner, Patna Municipal Corporation, Maurya Lok Complex, Buddha Marg, Government of Bihar, Patna.
2. The Managing Director Cum Municipal Commissioner, Patna Municipal Corporation, Maurya Lok Complex, Buddha Marg, Government of Bihar, Patna.
3. The Chief Executive Officer, Patna Smart City Limited, 4th Floor ICCCL Cum PSCL Building. SSP Campus, West Gandhi Maidan, Patna-800001.
4. The Chief Financial Officer, Patna Smart City Limited, 4th Floor ICCCL Cum PSCL Building. SSP Campus, West Gandhi Maidan, Patna-800001.
5. The Project Manager, Patna Smart City Limited, 4th Floor ICCCL Cum PSCL Building. SSP Campus, West Gandhi Maidan, Patna-800001.

... .. Respondent/s

=====

Appearance :

For the Petitioner/s : Mr. Siddhartha Prasad, Advocate
For the Respondent/s : Mr. P.K. Shahi, AG

=====

CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 03-11-2023

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 21.02.2019 (Annexure-1). The said agreement contains an arbitration clause as Clause-25. The petitioner invoked the said arbitration clause vide communication dated 31.01.2023 (Annexure-20), for appointment of an arbitrator. Again vide communication dated 21.02.2023, 25.02.2023 and 14.03.2023 request was made for the appointment of an arbitrator, but to no avail (Annexure 22, 23 and 24 respectively).

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 Mihir 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 2019, 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)

Anushka/-

AFR/NAFR	
CAV DATE	
Uploading Date	06.11.2023
Transmission Date	

