

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.34 of 2021

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S.P. Singla Constructions-Arvind Techno Engineers, A Joint Venture between
SP Singla Construction Pvt Ltd and Arvind Techno Engineers Pvt Ltd.,
Through its Authorised Signatory Shri A.K. Mirchandani, Male aged about 72
Years, S/o Late Shri K.L. Mirchandani, resident of Kothi No. 47, Sector-9,
Panchkula, P.S. and District Panchkula, Haryana

... .. Petitioner/s

Versus

1. Union of India, through Secretary, Ministry of Railways, having Office at
Rail Bhawan, Rafi Marg, New Delhi-110001
2. Chief Administrative Officer, Construction, South, having Office at Chief
Administrative Office, Construction, East Central Railway, Mahendrughat,
Patna-800004
3. General Manager, East Central Railway, Hajipur, having Office at
Mahendrughat, Patna-800004

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Satyabir Bharti, Advocate
Ms. Sushmita Sharma, Advocate
Mr. Abhishek Anand, Advocate

For the Respondent/s : Dr. K.N.Singh, ASG
Mr. Ravindra Kumar Sharma, CGC
Mr. Sriram Krishna, Advocate
Mr. Devansh Shanker Singh, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 26-04-2023

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 an agreement dated 08.06.2009 (Annexure-3). The said agreement contains an arbitration Clause (Clause-64). The petitioner invoked the said arbitration clause vide communication dated 03.07.2015 (Annexure-8), but to no avail.

It is pleaded that the respondents have not settled the dispute till date and the dispute is of civil in nature.

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 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, with the consent of the parties, Hon'ble Mr. Justice Iqbal Ahmad Ansari and Hon'ble Mr. Justice



Prabhat Kumar Jha, former Judges of the Patna High Court, are appointed as learned Arbitrators to adjudicate all disputes arising out of agreement 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.

The Arbitrators appointed shall appoint another, all of whom shall be entitled to fee as per the schedule of the Act.

Since the dispute arises out of an agreement of the year 2009, the hearing be expedited.

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

The issue of limitation, if any, is left open to be raised before the Arbitral Tribunal.

Joint Registrar (List) is directed to communicate the order to the learned Arbitrators.

Learned counsel for the parties also undertake to communicate the order to the learned Arbitrators.

Parties shall file their statement of claims before the Arbitral Tribunal on such date of hearing which it 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.

(K. Vinod Chandran, CJ)

Sujit/-

AFR/NAFR	NAFR
CAV DATE	
Uploading Date	29.04.2023
Transmission Date	

