

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.47 of 2023

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Chandra Mohan Ojha Son of Late Muktinath Ojha, resident of Village and
P.O. - Yadavchhapar (Lohiaria), P.S. - Kumarbagh (O.P), Chanpatiya, District
- West Champaran.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Water Resources Department, Government of Bihar, Patna.
2. The Principal Secretary, Water Resources Department, Government of Bihar, Patna.
3. The Chief Engineer, Flood Control and Drainage, Water Resources Department, Muzaffarpur.
4. The Superintending Engineer, Gandak Baraj Circle, Valmikinagar.
5. The Executive Engineer, Head Works Division, Valmikinagar, West Champaran.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Manish Prakash, Advocate
For the Respondent/s : Mr. Vikash Kumar, AC to AG

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 16-08-2023

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 16.01.2018 (Annexure-P-1). The said agreement contains an arbitration clause as Clause-25. The petitioner invoked the said arbitration clause vide communications dated 31.08.2022



(Annexure-P-7), 09.11.2022 (Annexure-P-8) and 29.11.2022 (Annexure-P-9) for appointment of an arbitrator, 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, Sri B.N. Pandey, District & Sessions Judge (Retd.), 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 2018, 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)

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AFR/NAFR	
CAV DATE	
Uploading Date	17.08.2023.
Transmission Date	

