

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No. 55 of 2023

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Gargee Grand, Unit of Gandhiv, Unit of Gandhiv, Builder and Engineers Private Limited, Plot No. 825, Exhibition Road, Police Station-Gandhi Maidan, Patna-800001 through its authorized representative namely Mr. Arvind Kumar (Male), aged about 43 years, Son of years, Son of Sri Mathura Singh, resident of W/S-5/56, Upper Police Chowki, Post Lohianagar, Police Station-Kankerbagh, District-Patna.

... .. Petitioner/s

Versus

1. The State of Bihar through Principal Secretary, Department of Tourism, Government of Bihar, Patna.
2. The Principal Secretary, Department of Tourism, Government of Bihar, Patna.
3. The Bihar State Tourism Development Corporation Limited, Patna, an undertaking of Government of Bihar through its Managing Director.
4. The Managing Director, Bihar State Tourism Development Corporation Limited, Birchand Patel Marg, Patna.
5. The Board of Directors, through the Managing Director, Bihar State Tourism Development Corporation Limited, Birchand Patel Marg, Patna.
6. The General Manager, Bihar State Tourism Development Corporation Limited, Birchand Patel Marg, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Sanjeev Kumar, Advocate
For the Respondent/s : Ms. Anukriti Jaipuriyar, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 01-09-2023

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 17.10.2013 (Annexure-2). The said agreement contains an arbitration clause as Clause-42. The petitioner invoked



the said arbitration clause vide communication dated 06.03.2023 (Annexure-4) and notice dated 11.04.2023 (Annexure-5) 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, 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 2013, 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	05.09.2023
Transmission Date	

