

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.72 of 2023

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Jai Maa Bhawani Construction Pvt. Ltd. through its Managing Director namely Lalit Kumar Singh, Gender- Male, aged about- 66 years, Son of Late Bhishma Narayan Singh, Resident of Village Deodha, P.S. Deepnagar, District- Nalanda, Bihar Sharif.

... .. Petitioner/s

Versus

1. The State of Bihar through the Secretary, Rural Works Department, Vishweshwariya Bhawan, Bailey Road, Patna.
2. The Engineer-in-Chief, Rural Works Department, Vishweshwariya Bhawan, Bailey Road, Patna.
3. The Chief Engineer-3, Rural Works Department, Vishweshwariya Bhawan, Bailey Road, Patna.
4. The Superintending Engineer, Rural Works Department, Works Circle, Darbhanga.
5. The Executive Engineer, Rural Works Department, Works Division, Darbhanga-2.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Lal Babu Singh, Advocate
For the Respondent/s	:	Mr.P.K. Shahi (AG)
		Mr. Vikas Kumar, A.C. to AG

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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 09.07.2016 (Annexure-1). The said agreement contains an arbitration clause as Clause-25. It is stated that



without giving any notice to the petitioner the respondent Executive Engineer rescinded the agreement. The petitioner approached the respondents but the respondents refused to revive the agreement. The petitioner thereafter approached the respondents for settlement of the dispute, 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) the respondents having failed to settle the dispute.

6. In such circumstances, as agreed by the parties, Shri B.N. Pandey, District & Sessions Judge (Retired) is appointed as learned Arbitrator to adjudicate all disputes arising out of the 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 2016, 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)

P.K.P./-

AFR/NAFR	
CAV DATE	
Uploading Date	06.11.2023
Transmission Date	

