

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.73 of 2023

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M/s Laloo Ji and Sons 1, Rambagh, Prayagraj, U.P. through its Partner J.K. Agrawal S/o Late Bal Govind Das Agrawal, R/o 1, Rambagh, Allahabad, (Uttar Pradesh).

... .. Petitioner/s

Versus

Bihar State Tourism Development Corporation Limited, Beerchandra Patel Path, Bihar-800001 through its Managing Director.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Niraj Kumar, Advocate Ms. Saloni Sinha, Advocate
For the Respondent/s	:	Mr. Kumar Abhimanyu Pratap, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 10-11-2023

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 respondents entered into an agreement dated 28.12.2017 (Annexure-2). The said agreement contains an arbitration Clause-14 The petitioner invoked the said arbitration clause vide communications dated 12.04.2022 and notice dated 16.05.2022 (Annexure-6). In reply to the notice dated 16.05.2022, petitioner was called upon by the respondents vide Annexure-8 for settlement of dues, 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 Justice Smt. Nilu Agrawal, 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 2017, 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)

Sujit/-

AFR/NAFR	NAFR
CAV DATE	
Uploading Date	28.11.2023.
Transmission Date	

