

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.88 of 2022

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1. Rajesh Kumar Choudhary S/o Ram Prasad Choudhary, Resident of Moh - Shahganj, P.O. Laheriasarai, P.S. Laheriasarai, Balbhadrapur, District Darbhanga, Bihar.
 2. Anju Chaudhary, W/o Rajesh Kumar Chaudhary, resident of Moh - Shahganj, P.O. Laheriasarai, P.S. Laheriasarai, Balbhadrapur, District - Darbhanga, Bihar.

... .. Petitioner/s

Versus

1. Mr. Ashish Kumar S/o Sri Arun Sah, aged not know to the Petitioner, resident of Laxmisagar Colony, P.O. - Laxminagar, District Dharbhanga, Bihar.
2. Mrs. Meena Gupta W/o Sri Sunil Kumar, aged not know to the Petitioner, resident of Ratnopatti Sahu Chowk, Ward No. 09, Chataria, Subhankarpur, District Darbhanga, Bihar.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr. Prabhat Ranjan, Advocate
For the Respondent/s : Mr. Rakesh Kumar Sharma, Advocate

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 24.01.2020 (Annexure-1). The said agreement contains an arbitration Clause -12. The petitioner invoked the said arbitration clause vide communications dated 01.04.2021 (Annexure-2) and dated 27.06.2022 (Annexure-3), 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 Jayanandan Singh, 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*.

All pleas and issues raised, on merits, are left open to be considered and decided by the learned Arbitrator.

Learned Arbitrator shall be entitled to fee as per the schedule of the Act.

Since the dispute arises out of an agreement of the year 2020, 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 learned Arbitrator.

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

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

Parties shall file their statement of claims before the learned Arbitrator on such date of hearing which he 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)

Sunil/-

AFR/NAFR	NAFR
CAV DATE	
Uploading Date	28.04.2023
Transmission Date	

