

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.93 of 2022

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NACOF (National Federation of Farmers, Procurement Processing Retailing Cooperatives of India Pvt. Limited) Shri Datta Sai Complex, B - Block, 3rd Floor, 312, Opp. Saptagiri Theatre, RTC X Road, Hyderabad - 500020 represented through its State Manager.

... .. Petitioner/s

Versus

1. The Municipal Commissioner, Patna Municipal Corporation Maurya Lok Complex, Buddha Marg, Patna - 800001, Bihar and
2. The Chief Municipal Engineer, Patna Municipal Corporation, Maurya Lok Complex, Buddha Marg, Patna - 800001, Bihar.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Kumar Ravish, Advocate
For the Respondent/s : Mr.Prasoon Sinha, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 19-07-2023

Sufficient time was given to the respondent-Municipal Corporation to file a counter affidavit. No counter affidavit stands filed as of today.

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 29.07.2019 (Annexure-P/1). The said agreement contains an arbitration Clause-16. The petitioner invoked the said arbitration clause vide communications dated 18.07.2022 (delivered



on 22.07.2022) (Annexure-P/4 series) 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 Jayanandan Singh, 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 2019, 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)

K.C.Jha/-

AFR/NAFR	
CAV DATE	
Uploading Date	21.07.2023
Transmission Date	

