

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.17696 of 2022

Ekram @ Md Ekram son of Ismail, Resident of Village- Ahilgoan P.S.-
Jalalgarh District- Purnea.

... .. Petitioner/s

Versus

1. The State of Bihar through the Secretary, the Department of Custom and Excise, the Government of Bihar, Patna.
2. The Director Mahindra and Mahindra Services Ltd. having its registered office at Gateway Building Appolo Bunder Mumbai-400001 and its Corporate office at Sadhana House, 2nd Floor, 570P, B. Marg, Behind Mahindra Towers, Worli Mumbai-400018.
3. The Zonal Director/Manager Mahindra finance Ltd, having its office First Floor Navratan Hata National Highway-31 Purnea Dist- Purnea, Bihar.
4. The Collector Purnea, District- Purnea.
5. The Sub Divisional Magistrate (S.D.M.) Barsoi, District- Katihar.
6. The Office In Charge of P.S. Balram Pur District- Katihar.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr.Nadimul Hasan, Adv
For the Respondent/s : Mr.Kumar Manish (Sc 5)

CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE PARTHA SARTHY

ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 30-01-2023

Heard learned counsel for the parties.

Petitioner has prayed for the following relief(s):-

“That, through the present writ application, the petitioner prays for issuance of an appropriate writ/writs, order/orders direction/directions, **to stay and quashing the Ex-party order dated 01.06.2022 passed by the Learned Arbitrator Mrs. T. PUSHPAVATHI with Ref. No. Feb-22AWH/5974648/kpE1638 against the petitioner under Section 25(B) of the Arbitration Act and conciliation Act, 1996 by which the learned Arbitrator has passed award and directed to the petitioner do hereby pay to the claimant a sum of Rs. 897193/- (Eight lack ninety seven thousand and**



one hundred ninety three rupees) with interest at the rate of 3% per month, and further directed on overdue installments from the date of its due till the date of payment and at contractual rate of interest on the out standing principle from loan recall dated 01.01.22 till the date of payment at the rate of 1.5% per month from the date of this award, which is illegal and malafide in the eye of law and fit to be quashed by this Hon’ble Court.”

In our considered view, the present petition is totally misconceived, inasmuch as, the award passed by an Arbitrator in terms of the agreement arrived at by the parties, under Arbitration and Conciliation Act, 1996, the impugned Award dated 01.06.2022 (Annexure-1) cannot be challenged by way of writ petition filed under Article 226 of the Constitution of India but in terms of the mechanism specifically provided under the Arbitration and Conciliation Act, 1996.

As such, the present petition is disposed of reserving liberty to the petitioner to take recourse to such remedies as are otherwise available to him in accordance with law.

(Sanjay Karol, CJ)

(Partha Sarthy, J)

ranjan/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	
Transmission Date	NA

