

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.49 of 2024

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Bharat Petroleum Corporation Limited a Company registered under the Indian Companies Act, 2013, having its registered office at 4 and 6, Currimbhoy Road, Ballard Estate, Mumbai and Territory Office at BPCL, LPG Bottling Plant, Fathua Industrial Area, P.O. and P.S.- Fathua, District- Patna- 803201, through its authorized representative Mr. Arun Kumar Sonvani, aged about 51 years, Gender- Male, Son of Ram Avatar Sonvani, Resident of Flat 301, Everest Building Jalalpur Heights, Kaliket Nagar, RPS Nagar, Danapur, Patna, Bihar 801503.

... .. Petitioner/s

Versus

1. M/s Roh Bharatgas Gramin Vitrak, a partnership firm through its Partners, Shri Umesh Kumar and Smt. Rubi Kumari, Resident of Village and P.O.- Roh, District- Nawada, Bihar- 805141.
2. Shri Umesh Kumar Son of Shri Bindeshwari Prasad Resident of Village and P.O.- Roh, District- Nawada, Bihar- 805141.
3. Smt. Rubi Kumari W/o Shri Umesh Kumar Resident of Village and P.O.- Roh, District- Nawada, Bihar- 805141.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Ms. Aditi Hansaria, Advocate
For the Respondent/s : Mr. Dharendra Singh, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 13-09-2024

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 14.03.2015 (Annexure-P/1). The said agreement contains an arbitration clause as Clause-38. The



petitioner invoked the arbitration clause vide communication dated 08.11.2023 (Annexure-P/13) for appointment of an arbitrator, 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, Mr. Ajay Kumar, a practicing Advocate of the Patna High Court, residing at- 14, Patliputra Path, Rajendra Nagar, Patna-800016, Mob no. 9431015690 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 2015, 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)

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AFR/NAFR	
CAV DATE	
Uploading Date	13.09.2024.
Transmission Date	

