

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.41 of 2023

1. Pankaj Kumar Singh Son of Shree Bindeshwari Prasad Singh Resident of Village- Jalalpur, Sahay Nagar, Dhanaut, P.S.- Rupaspur, District- Danapur, Patna- 801506.
2. Bhushan Kumar Singh, Son of Shree Bindeshwari Prasad Singh Resident of Village- Jalalpur, Sahay Nagar, Dhanaut, P.S.- Rupaspur, District- Danapur, Patna- 801506.

... .. Petitioner/s

Versus

M/s Vision Land Pvt. Ltd., a private Limited Company registered under Companies Act, 1956 having registration No.- U45201BR2008 PTC 013450 through its Managing Director, Shree Harsh Kumar Singh, Son of Shree Rajendra Prasad Singh, resident of Rupak Cinema Campus, Bairi Path, Post-Kadamkuaon, District- Patna- 800003, Mobile No.- 9820503657 and Present Postal address as Vision Rupak Ground Floor, Bairi Path, Dunda Shahi Complex, P.O.- Kadamkuaon, P.S.- Kadamkuaon, Patna- 800003.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr. Saurabh Bishwambhar, Advocate
For the Respondent/s : Mr.

CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 02-02-2024

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 respondent entered into an agreement dated 25.02.2010 (Annexure-1). The petitioner invoked the arbitration clause vide communication dated 30.01.2023, 14.02.2023 and 21.02.2023 (Annexure-2) 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. In the above request case, notice was issued on 19.07.2023 and the Registry has endorsed on 06.09.2023 that it has been served. Since none appeared, a second notice was also issued on 08.09.2023, on which it is reported that service was refused and the process-server, hence affixed the notice on the door. Service is deemed.

6. 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.

7. As such, Hon'ble Mr. Justice V. N. Sinha, 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*.

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

9. The learned Arbitrator shall be entitled to fee as per the schedule of the Act.

10. Since the dispute arises out of an agreement of the year 2010, the hearing be expedited.

11. The issue of limitation, if any, is left open to be raised before the Arbitral Tribunal.

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

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

14. The Arbitral Tribunal shall issue notice to the respondents.

15. The Request Petition stands disposed of in the above terms.

(K. Vinod Chandran, CJ)

sharun/-

AFR/NAFR	
CAV DATE	
Uploading Date	06.02.2024
Transmission Date	

