

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.52 of 2024

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M/s Pawansut Construction through its proprietor namely Abhishek Kumar Singh age about 35 years (M), son of Tribhuvan Narayan Singh, Resident of D-242, Chandrashekhar Nagar Rauza, P.S.-Kotwali, District-Ghazipur (U.P.).

... .. Petitioner/s

Versus

1. The State of Bihar through Secretary, Road Construction Department, Visheshwaraiya Bhawan, Baily Road, Patna.
2. The Engineer in Chief, Road Construction Department, Visheshwaraiya Bhawan, Baily Road, Patna.
3. The Chief Engineer, Transport South Bihar Section Road Construction Department, Patna.
4. The Superintending Engineer, Road Construction Department, Road Division, Buxar.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Anjani Kumar Jha, Advocate
For the Respondent/s : Mr. P.K. Shahi, Advocate General

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CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 23-08-2024

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 10.11.2009 (Annexure-P2). The said agreement contains an arbitration clause as Clause-25. The petitioner invoked the Claim Petition before the Arbitration Tribunal for appointment of an arbitrator, which was registered as Reference



Case no. 02 of 2015 which was disposed off on the ground of the case being not maintainable vide order dated 20.07.2022 (Annexure-10).

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 Justice Smt. Mridula Mishra, 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 2009, 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)

Anushka/-

AFR/NAFR	
CAV DATE	
Uploading Date	27.08.2024
Transmission Date	

