

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.44 of 2023

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M/S Suresh Prasad Singh through its Proprietor, Suresh Prasad Singh (Male,) aged about- 67 years, son of Late Sarju Singh resident of Shanti Kunj, Magadh Colony, Road No-3, Gaya, District- Gaya, Bihar.

... .. Petitioner/s

Versus

1. The Union of India through the Chief Engineer, Jabalpur Zone, MES, Ridge Road, Jabalpur-482001 (M.P.)
2. The Engineer-in-Chief's Branch, Military Engineer Services (M.E.S.), Directorate of Contract Management, E8, Kashmir House, Rajaji Marg, New Delhi- 110011.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Harsh Vardhan, Advocate
For the Respondent/s	:	Dr. K. N. Singh, Additional Solicitor General
For the UOI	:	Mr. Kumar Priya Ranjan, CGC
		Mr. Sandeep Kumar, Advocate
		Ms. Nirmala Singh, Advocate
		Mr. Girish Nandan Abhishek, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 05-01-2024

Heard learned counsel for the parties.

2. The only submission of the learned counsel for the respondents is that the matter is grossly delayed. However, the learned counsel for the petitioner submits that it can be demonstrated on facts that there is no delay occasioned. In any event, since an arbitration is sought, this question also would be considered in the arbitration, to which both the parties do not have any dispute.

3. 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.



4 Petitioner and the respondent entered into an agreement dated 19.07.2007 (Annexure-3 series). The petitioner invoked the arbitration clause vide communication dated 11.04.2022 (Annexure-12) and 24.05.2022 (Annexure-13) for appointment of an arbitrator, but to no avail.

5. It is pleaded that the respondents have not settled the dispute till date and the dispute is civil in nature.

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 Dr. Justice Ravi Ranjan, 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 2007, 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	NAFR
CAV DATE	
Uploading Date	08.01.2024
Transmission Date	

