

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.60 of 2024

M/s Thakur Contractors and Developers Pvt. Ltd., a Company Registered under the Companies Act, 1956 having its Registered Office at Bishanpur, P.S.- Katra, District Muzaffarpur through its Managing Director, Ashutosh Kumar Thakur, Male, Aged about 48 Years, Son of Vijay Chandra Thakur, Resident of Village Ward- 2, Near Gramin Main Road, Bishanpur, P.S. Katra, District- Muzaffarpur.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Water Resources Department, Government of Bihar, New Secretariat, Vikas Bhavan, Bailey Road, Patna.
2. The Principal Secretary, Water Resources Department, Government of Bihar, New Secretariat, Vikas Bhavan, Bailey Road, Patna.
3. The Engineer-in-Chief (North), Water Resources Department, Government of Bihar, Patna.
4. The Chief Engineer, Irrigation Creation, Water Resources Department, Darbhanga.
5. The Superintending Engineer, Western Koshi Canal Circle, Water Resources Department, Darbhanga.
6. The Executive Engineer, Western Koshi Canal Division, Benipur, Darbhanga.
7. The Assistant Engineer, Western Koshi Canal Division, Benipur, Darbhanga.
8. The Sub Division Officer - I, Kalhuia, Darbhanga.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. S.D. Sanjay, Advocate Mr. Mohit Agarwal, Advocate Mr. Vishal Kumar, Advocate Ms. Sonam, Advocate
For the Respondent/s	:	Mr. P.K. Shahi, Advocate General

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 27.01.2020 (Annexure-P/2). The said agreement contains an arbitration clause as Clause-25. The petitioner invoked the arbitration clause vide communication dated 28.04.2023 (Annexure-P/7) and vide legal notice dated 08.09.2023 (Annexure-P/10) 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, Hon'ble Mr. Justice Chandra Mohan Prasad, 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 2020, 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)

aditya/-

AFR/NAFR	
CAV DATE	
Uploading Date	23.08.2024.
Transmission Date	

