

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**REQUEST CASE No.59 of 2023**

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MDS Infra Nirman Pvt. Ltd. through its directors Mahesh Dev having its principle office at South New Patliputra Colony, Road No. 1, Mahesh Nagar, Post Keshri Nagar, District- Patna, Bihar- 800024.

... .. Petitioner/s

Versus

1. Managing Director, Bihar Medical Services and Infrastructure Corporation Ltd. having its office at 2nd and 3rd floor, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Adjacent to State Health Society, Patna, Bihar- 800014.
2. General Manager (Work), Bihar Medical Services and Infrastructure Corporation Ltd. having its office at 2nd and 3rd floor, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Adjacent to State Health Society, Patna, Bihar- 800014.
3. Deputy General Manager (Project), Bihar Medical Services and Infrastructure Corporation Ltd. having its office at 2nd and 3rd floor, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Adjacent to State Health Society, Patna, Bihar-800014.

... .. Respondent/s

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**Appearance :**

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| For the Petitioner/s | : | Mr.Aryan Sinha, Advocate       |
| For the Respondent/s | : | Mr.Lalit Kishore, Sr. Advocate |
|                      |   | Mr.Vikash Kumar, Advocate      |
|                      |   | Mr.Ayush Kumar, Advocate       |
|                      |   | Mr.Kanishka Shankar, Advocate  |

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**CORAM: HONOURABLE THE CHIEF JUSTICE**  
**ORAL JUDGMENT**

**Date : 05-07-2024**

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 16.08.2019 (Annexure-2). The said agreement contains an arbitration Clause -25. The petitioner invoked the said arbitration clause vide communications dated 03.02.2023 (Annexure-



6), 20.02.2023 (Annexure-7) and on 23.03.2023 (Annexure-8), 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 arisen 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, with the consent of the parties, Mr. Pramod Bahadur Mathur, learned retired District Judge is appointed as 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. 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 2019, the hearing be expedited.



10. Parties undertake to fully cooperate and not take any unnecessary adjournment.

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

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. Parties shall file their statement of claims before the learned Arbitrator on such date of hearing which he may fix, as per mutual convenience.

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

16. Interlocutory Application(s), if any, shall stand disposed of.

**(K. Vinod Chandran, CJ)**

Anushka/-

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