

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.68 of 2023

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M/s Yash Homes through its Partner namely Dilip Kumar Thakur, Son of Late Jagannath Thakur, Resident of Mohalla - Ankur Anand Apart, Road No.4, Mahesh Nagar, Police Station - Rajiv Nagar, District - Patna, Office Address - 185-B, S.K. Puri, Police Station - S.K.Puri, District - Patna.

... .. Petitioner/s

Versus

1. Smt. Asha Thakur @ Asha Devi Wife of Late Surendra Prasad Thakur, Resident of Village - Madhaul, Post Office - Susta Madhopur, Police Station - Kurhani, District - Muzaffarpur.
2. Pintu Thakur representative of Late Surendra Prasad Thakur, Son of Late Ram Vilas Thakur, Resident of Village - Madhaul, Post Office - Susta Madhopur, Police Station - Kurhani, District - Muzaffarpur.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Sumeet Kumar Singh, Advocate Ms. Alka Singh, Advocate Ms. Deepali Singh, Advocate Mr. Nikhil Singh, Advocate
For the Respondent/s	:	None

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 10-04-2024

None appears on behalf of the respondents.

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 31.01.2017 (Annexure-P/1). The said agreement contains an arbitration Clause-26. The petitioner invoked the said arbitration clause vide communications dated



04.11.2019 (Annexure-P/2) and legal notice dated 08.02.2023 (Annexure-P/3), 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, Shri Bhanu Pratap Singh, District Judge (Retired), 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 2017, 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)

Sujit/-

AFR/NAFR	NAFR
CAV DATE	
Uploading Date	11.04.2024
Transmission Date	

