

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.81 of 2024

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M/s Rajendra Singh and Brothers through its Managing partner Smt. Seema Singh, aged about 45 Years (Female) wife of Amit Kumar, Resident of Singh Villa Madhukam, Tiwari Lane, Near Cinema Hall, Ratu Road, P.O. - Hehal, P.S.- Sukhdeo Nagar, District - Ranchi (Jharkhand), Pin 834005, Official Address - Badri Narayan Bhawan, Ratu Road, Ranchi (Jharkhand), Pin - 834005.

... .. Petitioner/s

Versus

1. The State of Bihar through its Principal Secretary, Water Resources Department, Sinchai Bhawan, Patna - 15.
2. The Principal Secretary, Water Resources Department, Sinchai Bhawan, Patna - 15.
3. The Engineer-In-Chief (Irrigation Creation), Water Resources Department, Sinchai Bhawan, Patna - 15.
4. The Chief Engineer (Irrigation Creation), Water Resources Department, Darbhanga.
5. The Superintending Engineer, Water Resources Department, Western Kosi Canal, Circle No. 1, Darbhanga.
6. The Executive Engineer, Water Resources Department, Western Kosi Canal Division, Darbhanga.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Manish Sahay, Advocate Mr. Anil Kumar Sinha, Advocate Mr. Siddharth Aditya, Advocate
For the State	:	Mr. P.K. Shahi, Advocate General

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CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 06-09-2024

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 15.02.2010 (Annexure-P/2). The said agreement contains an arbitration clause as Clause-25. The petitioner invoked the arbitration clause vide communication dated 22.01.2024 (Annexure-P/16), 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 2010, 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)

ranjan/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	
Transmission Date	NA

