

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.71 of 2023

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Rawatsons Engineers Private Limited A Company incorporated under the Companies Act, 1956, through its Director Manas Rawat, and having its registered office at 7C, Money Square, 164/1, Manick Tala Main Road, Kolkata West.

... .. Petitioner/s

Versus

1. The General Manager East Central Railway, Hajipur.
2. The Principal Chief Engineer, East Central Railway, Hajipur.
3. The Chief Bridge Engineer, East Central Railway, Hajipur.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Rajeev Verma, Advocate Mr. Rohan Verma, Advocate
For the Respondent/s	:	Dr. K.N. Singh, ASG Mr. Alok Kumar, CGC

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 19-04-2024

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 06.06.2018 (Annexure-1). The said agreement contains an arbitration Clauses 63 and 64 of the General Conditions of Contract of Indian Railways. The petitioner invoked the said arbitration clause vide communications dated 03.09.2022 (Annexure-5) and 21.01.2023 (Annexure-6), 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, as agreed upon by the parties, Shri Chittaranjan Sinha, Senior Advocate, 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 2018, 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	20.04.2024
Transmission Date	

