

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.76 of 2023

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Sheela Verma W/o Dr. Anil Kumar Sinha at Dr. Anil Kumar Sinha Clinic,
Opposite- Hotel Amrit, Maharajganj Road, P.S.- Aurangabad, Dist.-
Aurangabad, Bihar.

... .. Petitioner/s

Versus

Hitachi Payment Services Pvt. Ltd. through its authorized signatory, Silver
Metropole, 4th Floor, Jai Coach Compound, Goregaon (E), Mumbai-
824101.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Bipin Bihari, Advocate
For the Respondent/s : Mr.

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 23-02-2024

None appears on behalf of the respondent.

Earlier also, though notice was served, none appeared on behalf
of the respondent. Even vide order dated 16.02.2024, further
opportunity was granted for his appearance in the matter, but
none appeared today also.

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 a lease
agreement dated 15.05.2021 (Annexure-1). The said agreement
contains an arbitration Clause-6.7(b). The petitioner invoked the



said arbitration clause vide communications dated 30.08.2022 (Annexure-3), dated 22.09.2022 (Annexure-4), dated 07.12.2022 and legal notice dated 22.03.2023 (Annexure-7), 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 lease 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 lease 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 Shailesh Kumar Sinha, 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 a lease agreement of the year 2021, 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	24.02.2024
Transmission Date	

