

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.11906 of 2023

Achal Products Private Limited through its Director namely Sri Rakesh Kumar Singh, Male, aged about 38 years, S/o Achal Singh, Resident of Mohalla- Phulwaria-01, Ward No.-12, P.O.- Barauni, P.S.- Phulwaria, District-Begusarai.

... .. Petitioner/s

Versus

1. The Union of India through the General Manager, East Central Railway, Hajipur.
2. The Divisional Railway Manager (Commercial), Sonapur Division, East Central Railway, Sonapur.
3. The Chief Commercial Inspector, Sonapur Division, East Central Railway, Sonapur.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Himanshu Shekhar, Advocate
For the Respondent/s	:	Dr. K. N. Singh, Addl. SG
		Mr. Ram Tujabh Singh, CGC
		Mr. Radhika Raman, Sr. Panel Counsel
		Mr. Shivaditya Dhari Sinha, AC to ASG

CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE HARISH KUMAR

ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 25-04-2024

The dispute is with respect to a parking contract given at the time of Covid. The petitioner's Counsel submits that the *force majeure* clause has to be enforced, which the Central Government has also brought in, insofar as contracts, which were unable to be taken up during the pandemic period. The Covid pandemic condition was specified to be a *force majeure* situation.



2. The learned Additional Solicitor General, however, submits that there is an Arbitration clause in the agreement and the petitioner could at any time invoke the Arbitration clause. It is also submitted that many opportunities were given to the petitioner for restoring the contract, which was not done. It is also specifically pointed out by the learned Additional Solicitor General from para. 12 and 13 of the counter affidavit that some concessions were granted, which has to be reckoned by the learned Arbitrator; which we agree with.

3. In any event finding that there is Arbitration Clause, we appoint Mr. Sanjay Singh, Sr. Advocate (Mob. No. 8809657031) as the Arbitrator.

4. All pleas and issues raised, on merits, are left open to be considered and decided by the learned Arbitrator.

5. The learned Arbitrator shall be entitled to fee as per the schedule of the Act.

6. Since the dispute arises out of an agreement of the year 2018, the hearing be expedited.

7. The issue of limitation, if any, is left open to be raised before the Arbitral Tribunal.

8. Joint Registrar (List) is directed to communicate the order to the learned Arbitrator.



9. Learned counsel for the parties also undertake to communicate the order to the learned Arbitrator.

10. The Arbitral Tribunal shall issue notice to the respondents.

11. The writ petition stands disposed of in the above terms.

(K. Vinod Chandran, CJ)

(Harish Kumar, J)

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AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	26.04.2024
Transmission Date	NA

