

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.87 of 2023

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Prem Lata Sinha @ Premlata Sinha W/o Arvind Kumar, R/o Chitra Residency, Flat No. 202, Khagaul Danapur Road, Near DAV School, Lekha Nagar, Dinapur-cum-Khagaul, District - Patna, Bihar - 801105.

... .. Petitioner/s

Versus

1. M/s Chitra Homes Pvt. Ltd. through its Director Vikas Kumar, having its registered Office at Chitra Homes Pvt. Ltd., 309-B, Adharshila Complex, South Gandhi Maidan, Patna, Bihar - 800001.
2. Mr. Vikas Kumar, S/o Sri Someshwar Lal, Director of M/s Chitra Homes Pvt. Ltd., residing at 307, Aadharshila Complex, South Gandhi Maidan, Patna, Bihar - 800001.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Puneet Siddhartha, Advocate
Mr. Basheer Faizi, Advocate

For the Respondent/s :

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT
Date : 23-02-2024

Today, none appears on behalf of the respondents. Earlier also on 16.02.2024, though notice was served, none appeared 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 a lease agreement dated 11.02.2011 (Annexure-1). The said agreement contains an arbitration Clause-27. The petitioner



invoked the said arbitration clause vide communication dated 15.05.2023 (Annexure-2) and legal notice dated 06.07.2023 (Annexure-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 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, Shri Pramod Bahadur Mathur, 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 a lease agreement of the year 2011, 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	

