

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.89 of 2023

Winsome International Limited a Company incorporated Under India Companies Act 1956 having its Registered Office at 5th Floor, 16A Brabourne Road, Kolkata 700001 through its Authorized Representative Namely Kumar Rajesh, Son of Late Suresh Chandra Prasad aged About 54 Years, R/o Chhapra Colony, New Jakkanpur, P.O. Patna GPO, P.S.-Jakkanpur, Patna 800001, Bihar.

... .. Petitioner/s

Versus

1. The State of Bihar through Principal Secretary, Sugarcane Industries Department, New Secretariat, Vikash Bhawan, 2nd Floor, Bailey Road, Patna-800015.
2. The Principal Secretary, Sugarcane Industries Department, New Secretariat, Vikash Bhawan, 2nd Floor, Bailey Road, Patna-800015.
3. The Secretary, Sugarcane Industries Department, New Secretariat, Vikash Bhawan, 2nd Floor, Bailey Road, Patna-800015.
4. The Cane Commissioner, Sugarcane Industries Department, New Secretariat, Vikash Bhawan, 2nd Floor, Bailey Road, Patna-800015.
5. The Bihar State Sugar Corporation Limited through its Managing Director, 2nd Floor, Udyog Bhawan, East Gandhi Maidan, Patna.-800004.
6. Managing Director, Bihar State Sugar Corporation Limited, 2nd floor, udyog Bhawan, East Gandhi Maidan, Patna-800004.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Swetang Sinha, Advocate
For the Respondent/s	:	Mr. Vipin Kumar, Advocate
		Mr. Rajesh Kumar, Advocate

CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date: 09-02-2024

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 respondent entered into a Lease Deed dated 05.03.2021 (Annexure-1). The said Lease Deed contains an arbitration Clause-18 at page 36. The petitioner invoked the said arbitration clause vide communications dated 29.09.2022 (Annexure-21) and dated 20.10.2022 (Annexure-22), 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 Deed 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 Deed 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 Shivaji Pandey, a former Judge of the Patna High Court, is appointed as learned Arbitrator to adjudicate all disputes arising out of Lease Deed 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 Lease Deed 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	12.02.2024
Transmission Date	

