

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.100 of 2023

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M/s Sarkar Gurumurthy and Associates a partnership firm having its registered office at 35, CR Avenue, 3rd Floor, Kolkata, West Bengal 700012 through its Managing Partner Parimal Sarkar (M), aged about 65 years, son of Late Shri Bishnupada Sarkar, resident of Flat No. 1A, Baishnabhgata Patuli Township, Kolkata-700094, West Bengal.

... .. Petitioner/s

Versus

1. The State of Bihar through its Principal Secretary, Department of Urban Development and Housing Department, Government of Bihar, Vikas Bhawan, Bailey Road, PS-Secretariat, Patna, Bihar-800015.
2. Assistant Director cum Joint Secretary, Department of Urban Development and Housing Department, Government of Bihar, Vikas Bhawan, Bailey Road, PS-Secretariat, Patna, Bihar-800015.
3. Additional Secretary, Department of Urban Development and Housing Department, Government of Bihar, Vikas Bhawan, Bailey Road, PS-Secretariat, Patna, Bihar-800015.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Deepak Kumar, Advocate
For the Respondent/s : Mr. P.K. Shahi (AG)

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 16-02-2024

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 an agreement dated 15.10.2019 (Annexure P-3). The said agreement contains an arbitration clause as Clause-9.2. The petitioner invoked the said arbitration clause vide notice dated 24.07.2023 (Annexure P-15) for appointment of an arbitrator, 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, learned Mr. Bateshwar Nath Pandey, former District and Sessions Judge 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 2019, 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)

Anushka/-

AFR/NAFR	
CAV DATE	
Uploading Date	17.02.2024
Transmission Date	

