

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.116 of 2022

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Shri Ajit Kumar Son of Late Sh. Haridwar Sharma Resident of Anantkala Complex, NH- 31, Bye-pass Road, Near Mangala Asthan, Biharsharif, Nalanda, Bihar- 803101.

... .. Petitioner/s

Versus

1. M/s Dev Deva Automobiles Private Limited, A Company incorporated under provisions of the Companies Act, represented by Shri Nilesh Kumar Pandey, in the capacity of Director having its registered office at Anantkala Complex, NH 31, Bye-pass Road, Near Mangala Asthan, Biharsharif, Nalanda, Bihar- 803101 having its e-mail ID- prasadandsantoshaliasgmail.com.
2. Shri Nilesh Kumar Pandey, Son of Shri Dinesh Chandra Pandey Resident of A-1, Srikrishnapuri, P.O.- Deoghar, District- B Deoghar, Jharkhand- 514112.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Vaibhava Veer Shanker, Advocate
For the Respondent/s : Mr. Manoj Kumar Ambastha, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT
Date : 19-01-2024

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 agreement dated 21.03.2014 (Annexure-P/1) and agreement dated 05.12.2017, (Annexure-P/2). The said lease agreement contains an arbitration clause as Clause-36 and the agreement contains arbitration clause as Clause-31. The petitioner invoked the said arbitration



clause vide communication dated 04.07.2022 (Annexure-P/23) 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, Hon'ble Mr. Justice Dinesh Kumar Singh, 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 an agreement of the year 2016, 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)

aditya/-

AFR/NAFR	
CAV DATE	
Uploading Date	19.01.2024.
Transmission Date	

