

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.91 of 2023

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Anand Lal Prasad S/o Ramotara Prasad R/o- Mananpur, Nawada Govindganj,
P.S.- Govindganj, Areraj, Dist.- East Champaran- 845411, Bihar.

... .. Petitioner/s

Versus

The Government of India represented through the Superintendent of Post
Offices, Champaran Division, Motihari- 845401.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Bipin Bihari, Advocate
For the Respondent/s	:	Dr. K.N.Singh, A.S.G.
		Mr. Manoj Kumar Singh, CGC
		Mr. Amish Kumar, CGC
		Mr. Sriram Krishna, Advocate
		Mr. Devansh Shankar Singh, Advocate
		Mr. Prabhat Kumar Singh, Advocate
		Mr. Shivaditya Dhari Sinha, Advocate
		Ms. Tripti, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT
Date : 19-04-2024

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 09.11.2021 (Annexure-2). The said agreement contains an arbitration Clause 65 of the lease agreement. The petitioner invoked the said arbitration clause vide communication dated 09.09.2023 (Annexure-5), 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 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, as agreed upon by the parties, Shri Sanjeev Kumar Mishra, Advocate, Mob.- 9835068340/ 9431041615, Resident of Jyotipuram Colony, Khajpura, P.O.- B.V.College, Patna-800014, 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 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	20.04.2024
Transmission Date	

