

IN THE HIGH COURT OF JUDICATURE AT PATNA

REQUEST CASE No.95 of 2023

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M/s Binod Construction through its Proprietor- Binod Kumar Singh, Gender- Male, aged about - 55 years, Son of Bikramadity Singh, Resident of B 12, Shivlok Colony, Raipur Road, Ladpur, Dehradun, Uttarakhand.

... .. Petitioner/s

Versus

1. The Union of India through Chairman, Railway Board, New Delhi.
2. The General Manager, East Central Railway, Hazipur, Vaishali, Bihar.
3. The Divisional Railway Manager, East Central Railway, Danapur, Patna.
4. The Divisional Engineer (HQ), East Central Railway, Danapur, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Prasoon Kumar, Advocate

For the Respondent/s : Dr.K.N. Singh, Additional Solicitor General

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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 24/29.09.2019 (Annexure-1). The Regulation



of Tender and Contract and General conditions of Contract contains an arbitration clause as Clause-64. The petitioner invoked the said arbitration clause vide communication dated 19.06.2023 (Annexure-5) 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. Learned counsel for the petitioner proposes the name of Shri J.K. Verma (IRSE), Retd. PCE/SECR and Shri Bharat Prasad Gupta (IRSE), Retd. CAO/C/N/ECR and learned counsel for the respondents proposes the name of Shri Hare



Krushna Sahu (IRAS), former FA&CAO/(F&B)/SER for appointment as arbitrator.

7. As such, Shri Bharat Prasad Gupta (IRSE), Retd. CAO/C/N/ECR, Shri J.K. Verma (IRSE), Retd. PCE/SECR and Shri Hare Krushna Sahu (IRAS), former FA&CAO/(F&B)/SER are appointed as learned Arbitrators to adjudicate all disputes arising out of agreement entered into between the parties to the *lis*.

8. All pleas and issues raised, on merits, are left open to be considered and decided by the learned Arbitrator.

9. The learned Arbitrator shall be entitled to fee as per the schedule of the Act.

10. Since the dispute arises out of an agreement of the year 2019, the hearing be expedited.

11. The issue of limitation, if any, is left open to be raised before the Arbitral Tribunal.

12. Joint Registrar (List) is directed to communicate the order to the learned Arbitrator.

13. Learned counsel for the parties also undertake to communicate the order to the learned Arbitrator.

14. The Arbitral Tribunal shall issue notice to the respondents.



15. The Request Petition stands disposed of in the
above terms.

(K. Vinod Chandran, CJ)

Anushka/-

AFR/NAFR	
CAV DATE	
Uploading Date	20.02.2024
Transmission Date	

