

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.106 of 2023

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M/s Raghubar Singh through its Working Partner Mr. Raghubar Singh aged about 64 Years, (male), Son of Late Sunder Singh, Resident of Village-Kamta Chak, P.O.-Mittan Chak, P.S.-Gopalpur, District-Patna, At Present-Resides at Mohalla-Laljee Tola, Jitendra Bilash Bhawan, Flat No. 202, P.O.-G.P.O., P.S.-Gandhi Maidan, District-Patna.

... .. Petitioner/s

Versus

1. The State of Bihar through the Secretary, Building Construction Department, Vishweshwaraiya Bhawan, Bailey Road, Patna-15.
2. The Secretary, Building Construction Department, Vishweshwaraiya Bhawan, Bailey Road, Patna-15.
3. The Engineer-in-Chief, Building Construction Department, Vishweshwaraiya Bhawan, Bailey Road, Patna-15.
4. The Chief Engineer (South), Building Construction Department, Vishweshwaraiya Bhawan, Bailey Road, Patna-15.
5. The Superintendent Engineer, Building Construction Department, Building Circle, Gaya.
6. The Executive Engineer, Building Construction Department, Building Division, Jehanabad.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Manish Sahay, Advocate
For the Respondent/s : Mr. P.K. Shahi, Advocate General

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CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 01-03-2024

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 02.05.2012 (Annexure-P-2). The said



agreement contains an arbitration Clause-25. The petitioner invoked the said arbitration clause vide communications dated 28.03.2023 (Annexure-P-9), 08.04.2023 (Annexure-P-10) and notice dated 24.07.2023 (Annexure-P-14), 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 Shyam Kishore Sharma, 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 2012, 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)

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AFR/NAFR	
CAV DATE	
Uploading Date	
Transmission Date	

