

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.110 of 2023

Star Build Max Pvt. Limited Balua Tal, Motihari, District- East Champaran
through its Proprietor Parvez Ahmad Khan, aged about 51 years, Gender-
Male, Son of Haseen Ahmad Khan, Resident of Balua Tal, Motihari, P.O.-
Motihari, P.S.- Motihari Town, District- East Champaran.

... .. Petitioner/s

Versus

1. The State of Bihar through the Additional Chief Secretary cum Principal Secretary, Road Construction Department, Government of Bihar, Patna.
2. The Engineer-in-Chief, Road Construction Department Government of Bihar, Patna.
3. The Chief Engineer (North), Road Construction Department Road Division, Darbhanga.
4. The Superintending Engineer, Road Construction Department Road Circle, Darbhanga.
5. The Executive Engineer, Road Construction Department, Road Division, Darbhanga.
6. The Executive Engineer, Flying Squad - 3, Road Construction Department, Government of Bihar, Patna.
7. The Junior Engineer, Road Construction Department, Road Division, Darbhanga.
8. The Assistant Engineer, Road Construction Department, Road Division, Darbhanga.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr.Ranjeet Kumar, Advocate
		Mr. Shikhar Mani, Advocate
		Mr. Rishabh Gupta, Advocate
		Ms. Lakshmi Kumari, Advocate
For the Respondent/s	:	Mr. P.K. Shahi, Advocate General

CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT
Date : 06-09-2024



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 respondents entered into an agreement dated 28.04.2015 (Annexure-1). The said agreement contains an arbitration clause as Clause-25. The petitioner invoked the arbitration clause by sending a notice under Section -11 of the Arbitration and Conciliation Act, 1996 by Speed Post dated 15.10.2023 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, **Mr. Sanjay Singh, a Senior Advocate** of this 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 2015, 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)

ranjan/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	
Transmission Date	NA

