

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.113 of 2023

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M/s Kumar Construction through its working Proprietor Mr.Suresh Kumar, Aged about 57 Years (Male), son of Late Ram Prasad Singh, Resident of Mohalla- Station Road, Hilsa, P.S and P.S- Hilsa, District- Nalanda, Pin- 801302.

... .. Petitioner/s

Versus

1. The State of Bihar through the Additional Chief Secretary, Road Construction Department, Vishweshwaraiya Bhawan, Nehru Path, Patna-15.
2. The Additional Chief Secretary, Road Construction Department, Vishweshwaraiya Bhawan, Nehru Path, Patna-15.
3. The Engineer-in-Chief (Karya Prabandhan), Road Construction Department, Vishweshwaraiya Bhawan, Nehru Path, Patna-15.
4. The Chief Engineer (South Bihar Wing), Road Construction Department, Chajjubagh, Near RCD Central Circle, Patna-15.
5. The Superintending Engineer, Road Construction Department, Central Circle, Patna-1
6. The Executive Engineer, Road Construction Department, Road Division, Biharsharif (Nalanda).

... .. 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
		Mr. Vikas Kumar, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 23-02-2024

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 24.10.2018 (Annexure-2). The said agreement contains an arbitration Clause-25. The petitioner invoked the said arbitration clause vide communications dated 29.05.2023 (Annexure-5), dated 05.06.2023 (Annexure-6), dated 14.08.2023 (Annexure-1) and also filed Appeal which was rejected on 18.10.2023 (Annexure-10), 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 2018, 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	24.02.2024
Transmission Date	

