

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.21 of 2025

Lord Vishnu Construction Private Limited having its registered office at 102A, Lotus Apartment, New Patliputra Colony, Patna (Bihar), Pin-800013 through its Director/Authorised representative Ramakant Singh, aged about- 71 years, Gender- Male, Son of Late Ram Khelawan Singh, Resident of New Godown, Maharani Road, P.S.- Kotwali, District and Town- Gaya.

... .. Petitioner/s

Versus

1. The Union of India through the General Manager, East Central Railway having its office at Mahendru Ghat, 1st Floor, Patna-800004.
2. The Sr. DEN-II (Senior Divisional Engineer- II), East Central Railway, DRM Building, 2nd Floor, Pt. Dindayal Upadhyay Nagar, District- Chandauli, Uttar Pradesh, Pin- 232101.
3. The Divisional Engineer (DEN)/HQ, East Central Railway, DRM Building, 2nd Floor, Pt. Dindayal Upadhyay, Nagar, District- Chandauli, Uttar Pradesh, Pin- 232101.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Lal Babu Singh, Advocate Mr. Nilesh Kumar Pandey, Advocate
For the Respondent/s	:	Additional Solicitor General Mr. Anshay Bahadur Mathur, CGC

CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 13-10-2025

The present application is filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as ‘the Act, 1996’) seeking appointment of Arbitrator to adjudicate the disputes that have arisen among the parties under the agreement dated 14.02.2022.

2. Brief facts of the case is that the petitioner and respondents entered into an agreement / contract on 14.02.2022.



The agreement contains an Arbitration Clause *namely* Clause 64(1)(i) which reads as under :

“64 (1) (i) : In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the “excepted matters” referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.
”

3. Dispute arises among the parties in respect of partnership. The petitioner *vide* its letter dated 01.05.2024, invoked the dispute resolution mechanism and formally requested that the matter be referred for adjudication through arbitration proceedings, the respondents have failed to act in terms of the arbitration Clause. Learned counsel for the petitioner submits that the arbitration agreement exists and is valid, but the respondents have failed to co-operate in appointment of Arbitrator.



4. Considering the fact that whether valid arbitration agreement among the parties and whether disputes have arisen thereon warranting reference to arbitration, it is admitted that there is agreement and so also valid Clause 64(1)(i) and it relates to arbitration and it is binding among the respective parties. Disputes have admittedly arisen among the parties. The respondents have failed to act as required for constitution of arbitral tribunal. In view of the law laid down by the Hon'ble Supreme Court in the case of *Duro Felguera, S.A. vs. Gangavaram Port Limited* reported in (2017) 9 SCC 729 and *Mayavati Trading Private Limited vs. Praduyat Deb Burman* reported in (2019) 8 SCC 714, the Court, at this stage, is only required to examine the existence of the arbitration agreement and nothing beyond.

5. Perusal of the agreement, it is evident that Clause 64(1)(i) is crystal clear that there is Arbitration Clause existing. Accordingly, this court is satisfied with the requirement of Section 11 of the Act, 1996 and petitioner has made out a case, therefore, this Court appoints Hon'ble Mr. Justice Raj Mohan Singh, Resident of House No. 283, Section 21-A, Chandigarh, Mobile No. 8558809931, former Judge of the Chandigarh High Court and Madhya Pradesh High Court as the sole arbitrator to adjudicate the dispute among the parties. The Learned Arbitrator shall make



disclosure under Section 12 of the Act, 1996 before entering upon the reference. Fees of the Arbitrator shall be governed by the Fourth Schedule of the Act, 1996 (unless otherwise agreed by the parties / arbitrator). The present case is accordingly allowed in the above terms.

6. No order as to costs.

7. Registry is hereby directed to communicate the order to the learned Arbitrator.

(P. B. Bajanthri, CJ)

GAURAV S./-

AFR/NAFR	
CAV DATE	
Uploading Date	15.10.2025
Transmission Date	

