

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.75 of 2023

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Raitani Engineering Works Pvt. Ltd. through its Managing Director Shri Mayur Raitani, aged about 58 years (Male), Son of Shri A.R. Raitani, office situated at M.M. Choudhary's compound P.B. Road P.S.- Paltan Bazar at Rehabari Gawhati- 781008, Presently residing at 4th Floor Nirmal Sagar Apartment Rehabari Kamrup Metro P.S.- Paltan Bazar, Distt.- Guhamti, Assam Pin-781008.

therefrom; (d) t
... .. Petitioner/s

Versus

1. The Union of India through its General Manager, East Central railway office Situated at Hazipur, Vaishali Bihar- 844101.
2. The Chief Engineer (Construction), East Central Railway Office situated at Mahendru ghat 1st Floor Patna 80004.
3. The Deputy Chief Engineer/ W/ 1 /HJP, East Central Railway, Hajipur, Vaishali.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Sanjeet Kumar, Advocate
For the U.O.I. : Mr. Alok Kumar Agrawal, CGC

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CORAM: HONOURABLE THE ACTING CHIEF JUSTICE
ORAL JUDGMENT

Date : 21-03-2025

Heard Mr. Sanjeet Kumar, the learned counsel for the petitioner and Mr. Alok Kumar Agrawal, the learned counsel for the Union of India.

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. The Petitioner and the respondents entered into an agreement dated 28.04.2015. The said agreement contains an arbitration clause as Clause-47. The petitioner's firms invoked the arbitration clause by sending a notice under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator on 9th of January, 2023, but to no avail.

4. It is pleaded that the respondents have not settled the dispute till date and the dispute is of civil 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 therefrom; (d) the dispute arising out of the agreement therefrom; (d) they 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 Navin Sinha, a retired Judge of the Hon'ble Supreme Court (Address: C-19, Cedar Crest Nirwana Country, Sector-50, South City-2, Gurgaon-122018) is appointed as the learned Arbitrator to adjudicate all disputes arising out of the agreement entered into between the parties to the lis.

7. All the 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 parties.

14. The Request Petition stands disposed off in the above terms.

(Ashutosh Kumar, ACJ)

manoj/krishna-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	26.03.2025
Transmission Date	NA

