

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.89 of 2024

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M/S Apna Ashiana Development Pvt Ltd. a Company registered Under the Companies Act 1956 having its registered Office at West Patel Nagar, District-Patna represented through its Managing Director Sheo Mangal Kumar, aged about 51 Years (Male), Son of Ramchandra Ray, Resident of Village-Adarsh Colony, Vani Vidya Mandir School, West Patel Nagar, P.s.-Shastri Nagar, District-Patna.

... .. Petitioner/s

Versus

1. Malti Kumari, Wife of Pawan Kumar Prasad, Resident at Bajrang Bagh, P.S. and P.O.-Hilsa, District-Nalanda, Pin Code-801302
2. Dr. Ritesh S/o Pawan Kumar Prasad At-Gokul Medicare, Naya Tola, Kumrarh (Block of Durga Asthan), P.O.-Lohiya Path, Bhoothnath Road, Patna-800026

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Gaurav Kishore, Advocate
For the Respondent/s : Mr. Lovekush Kumar, Advocate

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CORAM: HONOURABLE THE ACTING CHIEF JUSTICE
ORAL ORDER

3 02-05-2025 Heard Mr. Gaurav Kishore, the learned counsel

for the petitioner and Mr. Lovekush Kumar, the learned

counsel for the respondents.

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 12.07.2019 (Annexure-1). The



said agreement contains an arbitration clause. The petitioner invoked the arbitration clause by sending a notice under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator on 24.04.2024 (Annexure-2), 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, Sri D.K. Sharma, the Principal District & Sessions Judge (Retd.) 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 2013, 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)

Rajesh/-

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