

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.94 of 2024

=====

Kundan Kumar, Son of Late Chandra Bhushan Prasad Singh @ Late Chandra Bhushan Singh, Resident of Village Saidi, P.O.-Badi, P.S.-Katrisarai, District-Nalanda, Bihar-805105.

... .. Petitioner/s

Versus

1. The Managing Director, Bihar State Food and Civil Supplies Corporation Limited Khadaya Bhawan R Block, Daroga Prasad Rai Path Road, Patna-800001, Bihar.
2. The Regional Manager, Bihar State Food and Civil Supplies Corporation Limited, Khadaya Bhawan R Block, Daroga Prasad Rai Path Road, Patna-800001, Bihar.
3. The Manager (General) and Presenting Officer, Bihar State Food and Civil Supplies Corporation Limited, Khadaya Bhawan R Block, Daroga Prasad Rai Path Road, Patna-800001, Bihar.

... .. Respondent/s

=====

Appearance :

For the Petitioner/s	:	Mr. Abhishek Kumar Pandey, Advocate Mr. Satyam, Advocate Mr. Prakash Raj, Advocate Mr. Kuldeep Thakur, Advocate
For the Respondent/s	:	Mr. Shailendra Kumar Singh, Advocate

=====

CORAM: HONOURABLE THE ACTING CHIEF JUSTICE

ORAL JUDGMENT

Date : 18-04-2025

Heard Mr. Abhishek Kumar Pandey, the learned counsel for the petitioner and Mr. Shailendra Kumar Singh, 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 03.01.2014. The said agreement contains an arbitration clause as Clause- 17. 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 22.06.2024 (Annexure- P2), 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 Samarendra Pratap Singh, a former judge of this Court 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 2014, 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/Praveen-II

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	21.04.2025
Transmission Date	NA

