

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.101 of 2024

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Ravi Kumar @ Dr. Ravi Kumar, Male, Aged about 36 years, S/o Baldeo Prasad, R/o- 54, Adarsh Bhawan ke Samne, Bhikhna Pahari, P.S.- Purbahor, Dist.- Patna- 800004, Bihar.

... .. Petitioner/s

Versus

1. Sanjeev Kumar Mishra S/o Late Chandrashekhar Mishra, R/o- Shekhar Sadan, New Harnichak, Anisabad, P.S.- Beur, Town and District- Patna- 800001.
2. Mrs. Simpi Rani, W/o Sanjeev Kumar Mishra, R/o- Shekhar Sadan, New Harnichak, Anisabad, P.S.- Beur, Town and District- Patna- 800001.

... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Bipin Bihari, Advocate

For the Respondent/s :

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CORAM: HONOURABLE THE ACTING CHIEF JUSTICE
ORAL JUDGMENT

Date : 19-09-2025

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 15.04.2024.

2. Brief facts of the case is that the petitioner and respondents entered into an agreement / contract on 15.04.2024. The agreement contains an Arbitration Clause *namely* Clause 19 which reads as under :

“19. Arbitration Clause

Every dispute or difference arising between the partners as to the interpretation, operation, or effect of any clause in the



partnership which cannot be mutually resolved, shall be referred to the arbitrator namely SHAILENDRA PRASAD SINGH ADVOCATE R/O YARPUR RAJPUTANA, SHIVA JEE PATH, PATNA-800001. The decision of such an arbitrator shall be binding on the partners. Subject as aforesaid the Arbitration and Conciliation Act, 1996 and the rules made there under shall apply to the arbitration proceedings under this clause.”

3. Dispute arises among the parties in respect of partnership. The petitioner invoked arbitration while issuing notice to the respondents on 17.06.2024 calling upon the respondents to concur in appointment of Arbitrator. Despite service of notice, 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. None appears for the respondents despite service of notice. The same has been recorded in the previous order dated 02.05.2025.

5. 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 19 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.

6. Perusal of the agreement, it is evident that Clause 19 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 Mr. Justice Shailesh Kumar Sinha (Former Judge of Patna High Court), resident of Mundrika Niwas, Ramkrishna Avenue (Nala Road), P.O. Bankipore, Patna 800004, Mob. No. 9431021844 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 (unless otherwise agreed by the



parties / arbitrator). The present case is accordingly allowed in the above terms.

7. No order as to costs.

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

(P. B. Bajanthri, ACJ)

GAURAV S./-

AFR/NAFR	
CAV DATE	
Uploading Date	24.09.2025
Transmission Date	

