

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.111 of 2024

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Krishna Dev Mishra S/o Baidyanath Mishra Address- Santnagar, Gangjala,
Ward No. 35, Saharsa, Bihar-852201.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Department of Information Technology, Government of Bihar, Patna.
2. Department of Information Technology, Government of Bihar, through The Principal Secretary.
3. Mr. Navin Kumar, Senior Consultant, Department of Information Technology, Govt. of Bihar.
4. District Skill Manager, Bihar Skill Development Mission, Khagaria.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Amit Kumar Mallick, Advocate
For the Respondent/s : Mr. Advocate General

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CORAM: HONOURABLE THE ACTING CHIEF JUSTICE
ORAL JUDGMENT

Date : 02-05-2025

Heard the learned counsel for the parties.

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 17.02.2022. The said agreement contains an arbitration clause as Clause 24. 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 10.06.2024 (Annexures- 6 and 7), 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, Mr. Siddhartha Prasad, the learned Advocate 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 2022, 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)

Sauravkrsinha/
Praveen-II -

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	03.05.2025
Transmission Date	NA

