

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.112 of 2024

Lord Vishnu Constructions Private Limited having its registered Office at 102A, Lotus Apartment, New Patliputra Colony, Patna. (Bihar), PIN-800013 through its Director/Authorized Representative Ramakant Singh, aged about-70 Years, Gender-Male, Son of Late Ram Khelawan Singh, Resident of New Godown, Mararani Road, P.S.-Kotwali, District and Town-Gaya.

... .. Petitioner/s

Versus

1. The Union of India through the General Manager, East Central Railway Having its Office at Mahendru Ghat, 1st Floor, Patna-800004.
2. The Sr, DEN-II (Senior Divisional Engineer-II), East Central Railway, DRM Building, 2nd Floor, Pt. Dindayal Upadhyay Nagar, District-Chandauli, Uttar Pradesh, PIN-232101.
3. The Assistant Divisional Engineer, East Central Railway, Gaya.
4. The Senior Section Engineer (SSE)/Works, East Central Railway, Gaya.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Lal Babu Singh, Advocate
For the Respondent UOI	:	Dr. K. N. Singh, ASG
		Mr. Alok Kumar CGC

CORAM: HONOURABLE THE ACTING CHIEF JUSTICE

ORAL JUDGMENT

Date : 18-04-2025

Heard Mr. Lal Babu Singh, the learned counsel for the petitioner and Dr. K. N. Singh, 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 19.01.2022. In the said agreement the General Condition of Contract in Part II contains provision for arbitration at Clause-64. The petitioner invoked the said arbitration clause vide communication dated 23.09.2023, 25.10.2023, 13.12.2023, 15.04.2024, 01.05.2024, 20.07.2024, 29.07.2024, (Annexure-P6 series) for appointment of an arbitrator, 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 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)

Manoj/Praveen-II

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

