

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**REQUEST CASE No.126 of 2024**

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M/s. Orange Business Services India Technology Pvt. Ltd. having its registered office at Tower B, 7th and 8th Floor, DLF Infinity Tower, Phase II, DLF Cyber City, Sector-25 Gurgaon, Haryana-122002, India through its Regional Sales Director East, Prasun Sengupta, aged about 45 years, Male, son of Sushobhan Sengupta, Resident of North Grande Wing G6th Floor, Flat No. G6/1 BH-(88) Rabindra Sarani Ward NO. 22 Nimta Kolkata Nimta North Dumdum (m) North Grade North 24, P.S. Parganas Nimta, District West Bengal-700049.

... .. Petitioner/s

Versus

1. M/s. Bihar State Electronics Development Corporation Limited through the Managing Director, having its office at Beltron Bhavan, Shastri Nagar, Patna-800023.
2. The Managing Director, M/s Bihar State Electronics Development Corporation Limited having its office at Beltron Bhavan, Shastri Nagar, Patna-800023.

... .. Respondent/s

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**Appearance :**

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| For the Petitioner/s | : | Mr. Mohit Agarwal<br>Mr. Ravi Bharuka<br>Mr. Rahul Kumar |
| For the Respondent/s | : | Mr. Girijish Kumar                                       |

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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 26.05.2017.

2. Brief facts of the case is that the petitioner and respondents entered into an agreement / contract on 26.05.2017.



The agreement contains a Dispute Resolution Clause *namely* Clause 31.5 which reads as under :

***“31.5 Dispute Resolution Clause. Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the Parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration the Parties shall resolve to settle the Dispute/s through mutual negotiation and discussions. In the event that the said Dispute/s are not settled within thirty (30) days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration & Conciliation Act, 1996 or any amendment thereof The place of arbitration shall be Patna and the language used in the arbitral proceedings shall be English.”***

3. Dispute arises among the parties in respect of partnership. The petitioner invoked arbitration while issuing notice for amicable settlement to the respondents on 05.07.2024 followed by notice dated 11.10.2024 for invoking arbitration clause 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. 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 31.5 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.

5. Perusal of the agreement, it is evident that Clause 31.5 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 Rakesh Kumar (Former Judge of



Patna High Court), resident of House No. 5/7, Urja Nagar, Khagaul Road, Danapur, Pin – 81105, Mob. No. 8102665366 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.

6. No order as to costs.

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

(P. B. Bajanthri, ACJ)

GAURAV S./-

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