

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.1 of 2024

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Hriday Narayan Ray @ Hriday Narain Singh, S/o Late Narsingh Rai,
Resident of Village- Tarachak, P.O. and P.S.- Danapur, District- Patna.

... .. Petitioner/s

Versus

1. M/s Aastik Buildcon Pvt. Ltd. through the Director, Add- 2nd Floor Nankut Pahalwan Jee Complex, Saguna Khagaul Road, Patna 801503.
2. Mr. Kousar Khan, Son of Zahir Hussain Khan, Director of Aastik Buildcon Pvt. Ltd., R/o Flat No. 207, S.S. Enclave, Ashiyana Main Road, District- Patna, 800014.
3. Mr. Rohit Kumar, Son of Late Ajay Kumar, Resident of Flat No. 101, Block-A, Vidyanand Maheshwari Complex Mangalam Vihar, Sudha Diary Booth Road, Bailey Road, Patna, Bihar 801503.
4. Mr. Deepam Kumar, Son of Brij Mohan Purbey, R/o Flat No. 401, Block-A Vamika Kunj Apartment Vetnary College Khajpura, Rukanpura, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Shailesh Kumar, Advocate
For the Respondent/s	:	Mr. Ankit Katriar, Advocate

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CORAM: HONOURABLE THE ACTING CHIEF JUSTICE
ORAL ORDER

4 02-05-2025 Heard Mr. Shailesh Kumar, the learned counsel

for the petitioner and 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 15.09.2014(Annexure-P1). The said agreement contains an arbitration clause. The petitioner invoked the arbitration clause by sending a notice under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator on 21.10.2023 (Annexure-P7), 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 Hemant Kumar Srivastava, a retired 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 2013, 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)

Rajesh/-

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