

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.3 of 2025

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Sarvesh Security Services Pvt. Ltd., through its Director Col. S.N.P. Singh, (Male, Aged 77 years), S/o Late H.P. Singh Having its Registered office at - 413, Mayur Vihar, Pocket E, Phase 2, Delhi-110091.

... .. Petitioner

Versus

1. Bihar Tourism Development Corporation Ltd. through its Managing Director, Bir Chand Patel Path, Patna 800001 (Bihar).
2. The Managing Director, Bihar Tourism Development Corporation Ltd., Bir Chand Patel Path, Patna 800001 (Bihar).
3. General Manager, Bihar Tourism Development Corporation Ltd., Bir Chand Patel Path, Patna 800001 (Bihar).
4. Manager Administrative, Bihar Tourism Development Corporation Ltd., Bir Chand Patel Path, Patna 800001 (Bihar).

... .. Respondents

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Appearance :

For the Petitioner/s	:	Mr. Awadhesh Kumar, Advocate Mr. Shashi Kant Amar, Advocate Mr. Awadhesh Kumar, Advocate
For the Respondent/s	:	Mr. Anukriti Jaipuriyar, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 17-04-2026

This request case has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereafter ‘1996 Act’) by Sarvesh Security Services Pvt. Ltd. with a prayer for appointment of an arbitrator for adjudication of dispute between the parties in accordance with the Arbitration Agreement as contained in Clause 3 of the agreement dated 31.07.2018.

2. It is the case of the petitioner that an agreement was executed between the petitioner and the Respondent Bihar Tourism Development Corporation Limited for providing



security services. The respondent failed to make timely payment of the bills for security services to the petitioner. The petitioner wrote a letter dated 23.09.2019 to the respondents for making payment, but to no avail. Thereafter, the petitioner invoked the Arbitration Clause on 31.07.2018. However, the respondents failed to take any cogent action and to respond to the invocation of the Arbitration Clause. Finding no other alternative remedy available but to move this Court, the petitioner has filed the present petition for appointment of an independent Arbitrator.

3. The learned counsel for the respondents has filed counter affidavit wherein, in Paragraph Nos. 4 to 21, it is stated as follows:

“4. That the statements made in paragraph no. 1 of the request petition it is submitted that the clause 3 of the agreement dated 31.07.2018 provides the Secretary, Tourism Department, Government of Bihar as the Arbitrator to resolve the disputes between the parties. But the Petitioner has never filed the application before the Secretary, Tourism Department for resolution of dispute. Hence, the present application is misconceived and fit to be set aside.

5. That the statements made in paragraph no.2 & 3 of the request petition it is submitted that they are the submissions of the petitioner and requires no comment.



6. *That the statements made in paragraph no.4 & 5 of the request petition relates to the Petitioner, hence requires no comment.*
7. *That the statements made in paragraph nos.6 to 8 of the request petition is matter of record.*
8. *That the statements made in paragraph no.9 of the request petition it is submitted that it is totally misleading and incorrect hence denied. It is stated that the Petitioner vide Letter dated 23.09.2019 requested the due payment of past ten months from the Respondent and informed them that all the statutory payments of the security guards are done by the Petitioner. However, despite the payments of all the bills presented till November, 2021, the security agency-the Petitioner- have never submitted the details of payment under the head of EPF & ESIC of the security guards to the Corporation showing the compliance of Cl.24 of the agreement dated 31.07.2018.*
9. *That it is further submitted that the bill of December, 2021, January, 2022 and bills till 09.02.2023 was presented for clearance in the Corporation. But, since the Petitioner did not submit the duly verified absentee report of the security guards by the concerned manager along with the bills to the Corporation, the same was objected by the account department of the Corporation and could not be cleared. Thereafter, the Petitioner was directed to comply with the requirement and furnish the duly verified absentee report by the*



concerned manager along with the raised bills.

- 10. That it is pertinent to note here that when the Petitioner then submitted such verified absentee report along with bills in the office of the Corporation then the Manager; Bodh Gaya Node -2 raised an objection on the absentee report stating that his signature was forged on the absentee report which was submitted and that he has never put his signature on such forged document. Hence, a fraud has been committed by the Petitioner by submitting a forged document for clearance of their bills and fraud vitiates Arbitration.*
- 11. That it is submitted that the Respondent then immediately sent the show-cause notice to the Petitioner and demanded the true verified absentee report of the security guards vide Letter no.241/22 dated 04.07.2022 and Letter no.1319/22 dated 09.07.2022. But the Petitioner has not submitted any verified reports till date due to which the payment of Bills from December, 2021 till 09.02.2023, that is, 14 months 10 days, could not be done. Therefore, it is totally due to the fault of the Petitioner that the payment of the due bills is still pending.*
- 12. That it is further submitted that the Respondent corporation has demanded the name-wise list of security guards who got the benefit of EPF and ESI from the Petitioner vide Letter no.2823/23 dated 22.09.2023 but till date the Petitioner has not provided the list.*
- 13. That the statements made in paragraph no.10 of the request petition it is*



submitted it is misconceived hence denied. It is stated that the Petitioner had submitted a bill of Rs.12,91,650/- for the month of August, 2020 to October, 2020 for the security guards deployed in different properties of the corporation. But when the bill was examined it was found that there was no official order for deputation of security guards in Brahmakund, Rajgir, Hotel Vanavar Vihar, Nagarjun Vihar and Hotel Patliputra Ashok, Patna, therefore, after deduction of the wages of the security guards in these three properties the payment of Rs.6,53,232/- was made to the Petitioner.

- 14. That the statements made in paragraph no.11 of the request petition is matter of record.*
- 15. That the statements made in paragraph no.12 of the request petition is incorrect hence denied. It is stated that neither such letter nor any bill with revised rate of minimum wages have ever been received by the Respondents.*
- 16. That the statements made in paragraph no.13 of the request petition is misconstrued hence denied. It is stated that no sooner the notice for invoking arbitration clause was received by the respondents that the Petitioner file the present petition. So, the notice was not replied since the matter was sub judice. However, if the Petitioner furnish the requisite documents which was demanded by the respondents, the due bills may be processed as per the law without going into the lengthy litigation.*
- 17. That the statements made in paragraph*



no.14 of the request petition is misconceived hence denied. It is stated that the Petitioner knowingly and with consent has agreed to appoint the Secretary, Tourism Department as the Arbitrator to resolve the disputes between the parties, therefore, this act as an exception to Section 12 of the Arbitration and Conciliation Act, 1996 and there is no bar for the Secretary, Tourism Department to act as an arbitrator.

- 18. That the statements made in paragraph no.15 of the request petition it is stated that it is totally incorrect and erroneous hence denied. It is stated that the claim of the petitioner is inflated and beyond the terms of the contract which cannot be granted. Besides, till the Petitioner submit the requisite documents none of the due bills of the Petitioner be processed.*
- 19. That the statements made in paragraph no.16 & 18 of the request petition it is submitted that it has already been answered in the aforesaid paragraph no.17 of this affidavit which may be referred to avoid repetition.*
- 20. That the statements made in paragraph no.17 of the request petition relates to the jurisdiction and does not require any comment.*
- 21. That the statements made in paragraph no.19 of the request petition is incorrect hence denied. It is stated that Clause 3 of the agreement dated 31.07.2018 provides the Secretary, Tourism Department, Government of Bihar as the Arbitrator to resolve the disputes*



between the parties. But the Petitioner has never filed the application before the Secretary, Tourism Department for resolution of dispute. Hence, the present application is misconceived and fit to be set aside.”

4. Having heard learned counsel for the parties, I find that there is no legal impediment in the adjudication of dispute by the Arbitrator, more particularly when the dispute arises out of the agreement which is being civil in nature and the petitioner has exhausted the channel available for resolution of the dispute.

5. In view of such finding as arrived at and on consensus of both the learned counsel for the parties, Hon'ble Mr. Justice Jyoti Saran, former Judge of this Court, is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement entered into between the parties to the *lis*.

6. All the pleas and issues raised, on merits, are left open to be considered and decided by the learned Arbitrator.

7. The learned Arbitrator shall be entitled to fee as per the Schedule of the Act.

8. Since the dispute arises out of an agreement of the year 2018, the hearing be expedited.

Parties undertake to fully cooperate and not to take any unnecessary adjournment.



The issue of limitation, if any, is left open to be raised before the learned Arbitrator.

9. The grounds taken by the respondents in the counter affidavit shall also be considered by the learned Arbitrator while adjudicating the dispute.

10. Joint Registrar (List) is directed to communicate the order to the learned Arbitrator.

11. Learned counsel for the parties also undertake to communicate the order to the learned Arbitrator.

12. The learned Arbitrator shall issue notice to the parties.

13. The Request Petition stands disposed of in the above terms.

14. Interlocutory Application(s), if any, shall stand disposed of.

(Sangam Kumar Sahoo, CJ)

P.K.P./-

AFR/NAFR	
CAV DATE	
Uploading Date	18.04.2026
Transmission Date	

