

IN THE HIGH COURT OF JUDICATURE AT PATNA

REQUEST CASE No.108 of 2023

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Manoj Kumar Prabhat Son of Sri Janardan Singh, resident of Rajiv Nagar,
Road No. 8D, P.S. Rajeev Nagar, District-Patna.

... .. Petitioner

Versus

1. Amit Kumar Son of Late Kameshwar Singh, resident of A/6 Indrapuri Path,
Saristabad, P.O. GPO, P.S. Gardanibagh, District-Patna.
2. SCB Engicon Pvt. Ltd. through its Managing Director Rajeev Ranjan, aged
about 43 years, son of Late Birendra Kumar, resident of Village Ramnagri,
Flat No. 303, Azad Enclave, P.S. Rajeev Nagar, District-Patna.

... .. Respondents

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Appearance :

For the Petitioner/s	:	Mr. Sanjay Kumar, Advocate
For the Respondent No.1:		Mr. Dhananjay Kumar, Advocate
		Mr. Kundan Kr. Ojha, Advocate
For the Respondent No.2:		Mr. D.K. Sinha, Sr. Advocate
		Mr. Alexander Ashok, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 19-06-2026

Heard learned counsel for the parties.

2. The petitioner has filed this petition under
Section 11 of the Arbitration and Conciliation Act, 1996
seeking appointment of an independent Arbitrator.

3. Learned counsel for the petitioner submits



that the Arbitrator be appointed for the grounds as put forth in the petition.

4. Opposing the submission, learned counsel appearing for Respondent Nos. 1 and 2 invites attention of this Court to Paragraph 14 of the petition, wherein it is mentioned as follows:

“14. That though there is no specific clause in the development agreement dated 23.03.2013 with regard to referring the matter to the Arbitrator as per Arbitration and Conciliation Act, 1996 for resolving the dispute, occurred between the parties but by legal notice the petitioner intended to invoke the provisions of Arbitration and Conciliation Act, 1996 for resolving the dispute between the petitioner and the respondents.”

5. Learned counsel for Respondent No.1 submits that not only is there no Arbitration Clause in the agreement between the parties before this Court, but the agreement pointed out to by the petitioner is between him and his partner in business and has nothing to do with the instant matter.

6. Having given due consideration to the submissions advanced and having perused the averments put forth, when there is no Arbitration Clause, it is incomprehensible as to how this Court can appoint an Arbitrator to resolve the dispute.

7. In such circumstances, I am of the considered view that this petition is not maintainable and deserves to



be and is accordingly dismissed and disposed of.

(Meenakshi Madan Rai, CJ)

shailendra/-

AFR/NAFR	
CAV DATE	
Uploading Date	22.06.2026
Transmission Date	

