

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.128 of 2024

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Jai Maa Saraswati Contractors Pvt. Ltd. shop No. 119/A 1st Floor, Maharaja Kameshwar Complex, Frazer Road, Patna- 800001, through its Managing Director, Gautam Kumar, Male, Aged about 37, Son of Sri Dukhan Yadav, Resident of Primohani, Chhathi Gali, P.S.- Gandhi Maidan, District-Patna.800003

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Food and Consumer Protection Department, Government of Bihar, Patna.
2. The Bihar State Food and Civil Supplies Corporation Ltd Sone Bhawan, 5th Floor, Birchand Patel Path, Patna through its Managing Director.
3. The Chief Accounts Officer, Bihar State Food and Civil Supplies Corporation Ltd. Patna.
4. The District Manager, Bihar State Food and Civil Supplies Corporation Ltd, Patna

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mrs. Nivedita Nirvikar, Sr. Advocate Mrs. Shashi Priya, Advocate Mr. Arya Achint, Advocate
For the Respondent/s	:	Mr. Shailendra Kumar Singh, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 13-03-2026

This request case has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereafter ‘1996 Act’) by Jai Maa Saraswati Contractors Pvt. Ltd. with the prayer for appointment of an arbitrator for adjudication of dispute between the parties in accordance with the Arbitration Agreement as contained in Clause 17 of the agreement dated 15.04.2015.

2. It is the case of the petitioner that such agreement



was executed between the petitioner and Respondent No.4 for entrusting the petitioner company as custodian and bailee during transport only of such stock of foodgrains and other essential commodities entrusted by the Respondent No. 4.

3. It is further case of the petitioner that the petitioner company in pursuance of the said agreement discharged his contractual obligation with full satisfaction. However, some dispute arose between the parties. Petitioner submitted an application dated 04.02.2016 requesting for payment of all the transportation bills. Though the District Manager of Bihar State Food and Civil Supplies Corporation Ltd., Patna sanctioned the payment of transportation bill presented by the petitioner but he made direction for deduction of some amount from the total bill amount. The petitioner filed several representations before the respondent for payment of transportation bill but no action was taken by the respondent. Being aggrieved by the non-payment of transportation bill, the petitioner filed writ petition before this Court being C.W.J.C. No. 23122 of 2018. The said writ petition was disposed of on 20.08.2019 giving liberty to the petitioner to agitate the grievances in terms of Clause-17 of the agreement. It is further case of the petitioner that the respondents have not appointed sole arbitrator and left the aforesaid dispute



undecided till date.

4. The respondents failed to respond to the request of the petitioner, and as such, the petitioner has filed this petition for appointment of the arbitrator.

5. The learned counsel for the respondents has filed counter affidavit wherein, in Paragraph Nos. 4 to 10 it is stated as follows:

- “4. That the present petition has been filed by petitioner for appointment of sole independent arbitrator under clause 17 of the Agreement dated 15.4.2015.*
- 5. That the petitioner was selected and appointed transport -cum- handling Agent since 2015 and work order issued dated 31.3.2015 as Annexure-1 to writ petition.*
- 6. That therefore the petitioner has executed agreement on 15.4.2015 and contract period was fixed three years from the date of execution of agreement as clause 14.*
- 7. That as per allegation of black listing of public food grain and violated the terms and condition as clause 2(d) and 2(e) of agreement and finally passed order by competent authority vide memo No. 709 dated 18.1.2016 as Annexure-5 to the writ petition.*
- 8. That the petitioner has accepted the aforesaid order and last nine years has not challenged or prayer before Managing Director BSFC as per clause 17 of agreement.*
- 9. That the petitioner has annexed*



application dated 24.9.2019 as Annexure- page 47 filed before Managing Director BSFC, Patna.

10. That as per aforesaid facts and order the present petition is not maintainable and petitioner appeal is pending before the competent authority of BSFC, Patna.”

6. The learned counsel for the petitioner, on the other hand, placed the agreement and more specifically clause 17 of the agreement which, *inter alia*, states as follows:

“17. All disputes arising under or in pursuance of this agreement between the parties except matters decision of which herein expressly is otherwise provided, shall be referred to sole arbitration of the C.M.D./Managing Director of the Bihar State Food & Civil Supplies Corporation Ltd., Patna or a person nominated by the C.M.D./Managing Director decision of such arbitrator shall be final and binding on both the parties. The provisions of the arbitration and conciliation Act, 1996 and rules framed thereunder and statutory modifications thereof shall apply to the proceedings of arbitration and all such disputes shall be subject to the jurisdiction of courts at Patna.”

7. 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



having exhausted the channel available for resolution of the dispute.

8. In view of such finding as arrived at and on consensus of both the learned counsel for the parties, Hon'ble Mr. Justice Samarendra Pratap Singh, 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*.

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

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

11. Since the dispute arises out of an agreement of the year 2015, 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.

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

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



14. The Arbitral Tribunal shall issue notice to the parties.

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

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

(Sangam Kumar Sahoo, CJ)

P.K.P./-

AFR/NAFR	
CAV DATE	
Uploading Date	16.03.2026
Transmission Date	

