

IN THE HIGH COURT OF JHARKHAND AT RANCHI

Arbitration Application No. 30 of 2025

M/s Unno Reality, having its office at Suit-4A, 4th Floor, Ceretrium, 5-main road, P.O.- G.P.O., P.S.- Kotwali, District- Ranchi (Jharkhand) through its proprietor Mr. Nihit Garodia, aged about 42 years S/o Shravan Kumar Garodia, R/o-5/1 Vasant Vihar, Kanke Road, P.O.- Kanke, P.S.- Gonda, Ranchi (Jharkhand) Petitioner

Versus

1. Meera Singh, wife of Prof. Jitendra Kumar Singh, resident of H. No. 297/B-3, Basant Vihar, Kanke Road, P.O. and P.S.- Gonda, District-Ranchi, Jharkhand Respondent
2. Mrs. Neelima Singh, aged about 40 years, daughter of late Sri. Jitendra Kumar Singh, R/o- House 297/B3, Basant Vihar Kanke Road, P.O. & P.S.-Kanke, District-Ranchi (Jharkhand).
3. Miss Madhuri Singh, aged about 30 years, daughter of late Sri. Jitendra Kumar Singh, R/o- House 297/B3, Basant Vihar Kanke Road, P.O. & P.S.-Kanke, District-Ranchi (Jharkhand).
4. Mrs. Soni Kumari, aged about 42 years, daughter of late Sri. Jitendra Kumar Singh, R/o- House 297/B3, Basant Vihar Kanke Road, P.O. & P.S.-Kanke, District-Ranchi (Jharkhand).

..... Proforma Respondents

CORAM: HON'BLE THE CHIEF JUSTICE

For the Petitioner : Mr. Rahul Kumar Gupta, Advocate
For the Respondents: Mr. Ayush, Advocate

06/Dated: 27.11.2025

1. Heard.
2. The instant application has been filed for appointment of arbitrator under section 11(6) of Arbitration and Conciliation Act, 1996 since the respondent has denied the request made by the petitioner for such appointment.
3. The respondents have opposed the appointment on the ground that the initial agreement was entered into between the predecessor in interest of the petitioner company with the late

father of the respondent nos. 2 to 4 and the husband of respondent no. 1 on 06.07.2012 whereunder the predecessor in interest had received Rs. 52,00,000/-. However, after the death of the predecessor in interest Prof. Jitendra Kumar Singh, a fresh agreement was entered into between the petitioner and the respondent no. 1 and in such circumstances, if at all an arbitrator is to be appointed, the same can only be between the petitioner and the respondent no. 1 in terms of the agreement of 2016 and not between the petitioner and respondent nos. 2 to 4, who have to be kept out of such proceedings.

4. However, I find no merit in this contention for the simple reason that the initial agreement dated 06.07.2012 (Annexure-1) was entered between Prof. Jitendra Kumar Singh, who as stated above, was the husband of the respondent no.1 and the father of respondent nos. 2 to 4 herein and Nihit Enterprises Pvt. Ltd. Under which agreement as observed above, the said Prof. Jitendra Kumar Singh had received an amount of Rs. 52,00,000/-.
5. A bare perusal of this development agreement entered into between the parties on 06.07.2012 clearly stipulates that the owner would include their respective heirs, legal representatives, executors, administrators, successors-in-interest and assigns of the First Part and similarly as regards the developer it has been clearly provided that the said expression shall, unless repugnant to the context or excluded

by these presents mean and include its, successors in interest and assigns of the Second Part.

6. It cannot be disputed that the petitioner herein is the successor of Nihit Enterprises Pvt. Ltd. and that is clearly evident from the fact that a separate development agreement was thereafter entered between the respondent no. 1 with the petitioner herein acknowledging the receipt of Rs. 52,00,000/-. The agreement does not in any way indicate that the earlier agreement dated 06.07.2012 has been superseded or there has been a novation of contract as is sought to be urged on behalf of the respondent.
7. In such circumstances obviously the respondent nos. 2 to 4 who are the heirs or legal representatives of Prof. Jitendra Kumar Singh cannot be permitted to contend that they are not bound by the agreement dated 06.07.2012 which admittedly contains a Arbitration Clause (Clause-19).
8. Likewise the respondent no. 1 in addition to being bound by the development agreement dated 06.07.2012 is further bound by the development agreement dated 08.05.2016 which she has entered with the petitioner herein.
9. Accordingly, the objections raised by the respondents seeking to oppose the appointment of arbitrator are rejected and turned down.
10. Since, there is an arbitration clause which is admitted by both parties, therefore, in the interest of justice Hon'ble Mrs. Justice Jaya Roy, former Judge of this High Court, presently residing at Roy Compound, Dr. Fatullah Road, Vikrant Chowk, P.S. Lower

Bazar, Ranchi- 834001, is hereby appointed as the Arbitrator to adjudicate the dispute between the parties.

11. All contentions available to the parties are left open in accordance with law.
12. Learned Arbitrator would be free to lay down the fees and other expenses towards conduct of the arbitration proceedings, however, while doing so he shall take into account the ceiling prescribed under Schedule IV of the Act of 1996 as amended.
13. Learned Arbitrator would endeavor to conclude the proceedings expeditiously by taking into regard the mandate of the Legislature under Section 29-A of the Act of 1996.
14. Accordingly, this application is allowed.
15. The Registry is directed to intimate the Arbitrator so appointed with a request to take up the arbitration proceedings and shall also provide photocopies of the entire pleadings along with copies of the entire order-sheets to the learned Arbitrator.
16. Urgent Certified Copies as per Rules.

(Tarlok Singh Chauhan, C.J.)