

IN THE HIGH COURT OF JHARKHAND AT RANCHI
Arbitration Application No. 32 of 2025

Dinesh Raisurana, Aged about 60 Years, S/o- Late L.C. Raisurana,
R/o-6, Circuit House Area (North West) Sonari, P.O. & P.S.-Sonari,
Town- Jamshedpur, District-East Singhbhum
... Petitioner

Versus

Devesh Nandan Pathak, Aged not known to the Applicant, S/o-Late
PP Pathak, R/o-E-01, Zinnia, Ashiana Gardens, Sonari, P.O. & P.S.-
Sonari, Jamshedpur, District- East Singhbhum, Jharkhand, Pincode-
831011
... Respondent

CORAM: HON'BLE THE CHIEF JUSTICE

For the Petitioner: Mrs. Swati Shalini, Advocate
For the Respondent: Mr. Nitin Kumar Pasari, Advocate

05/Dated: 27.11.2025

1. Heard both sides.
2. The instant application has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 read with Part VIII of the High Court of Jharkhand Rules, 2001 for appointment of Arbitrator.
3. It is averred that the applicant and the respondent originally entered into a partnership agreement dated 07.12.2010 under the name '*M/s D & D Solar*' engaged in manufacturing of solar equipment at Adityapur Industrial Area, Jamshedpur. The firm was subsequently renamed as '*M/s Unisolar India*' vide Partnership Deed dated 06.02.2017.
4. Subsequently, on 07.01.2018, a deed of retirement was executed whereby the applicant retired from the said partnership effective from 25th of October 2017. It was agreed that the respondent would pay applicant Rs.18,00,000/- in settlement of his shares in

agreed installments. However, despite repeated requests and assurances, respondent failed to pay the agreed amount.

5. It is also averred that after the applicant had retired from the partnership, the respondent inducted his wife Mrs. Roma Pathak as a partner in the said firm and changed its name from 'M/s Unisolar India' to 'M/s. Indus Multitech'.

6. Thereafter, on 24th of September 2018, the applicant was re-inducted as a partner in the reconstituted firm under the name and style of M/s. Indus Multitech with a 49% share in the said business. However, the reconstituted partnership deed was ended when Mrs. Roma Pathak, W/o Devesh Nandan Pathak, retired.

7. The applicant during COVID-19 Pandemic had to avail unsecured business loan of Rs.34.75 lakhs in the name of the aforesaid partnership firm standing as a sole guarantor to sustain the business.

8. Despite efforts when the business could not continue anymore due to financial distress, both the parties on 29th of July 2024 sold the business operation infrastructures to one M/s Airflex, while liabilities of employees and vendors were settled from the sale proceeds. The aforesaid unsecured loan of Rs.34.75 lakhs taken by the applicant was not paid.

9. Despite repeated reminders from the end of the applicant to make necessary payments towards the said due amount, the respondent sat tight over the matter and did not make any payment.

10. It is then averred that the respondent is currently operating a small business within the same premises under different entity "M/s

Corian Engineering Pvt. Ltd.” allegedly using the registration and credentials of “M/s. Indus Multitech”.

11. The applicant had vide a legal notice dated 31st of January 2025 apprised the respondent about the entire matter and further asked him to make the payment in furtherance of the dues which he owes to the applicant.

12. The respondent vide his letter dated 12th of March 2025 replied to the aforesaid legal notice, wherein, according to the applicant, he admitted the facts that there exists a dispute between both the parties for which adjudication by way of arbitration is necessary.

13. The reconstituted partnership deed entered on 6th day of February 2017 has been placed on record as Annexure-1 and Clause 16 thereof contains the provision of arbitration which reads as under:

“16. *ARBITRATION:*

That in the event or any dispute between the parties to this deed the same shall be referred in the first instant to a Board of Arbitrators constituted by one Nominee of each parties to this deed. The unanimous decision of these arbitrators shall wholly binding and conclusive.”

14. As stated, it may be necessary to point out that even though the respondent has made a feeble attempt to contest the amount claimed by the applicant herein, however, that is a matter to be determined by the Arbitrator, as it is not for this Court to prejudge the issue. I am also clarifying that whatever has been stated above is only a narration of facts of the applicant and need not otherwise be construed to be the

admitted position which, as observed above, is required to be determined by the Arbitrator.

15. Accordingly, Shri Ranjeet Kumar Choudhary, Retired Principal District and Sessions Judge, Jharkhand, presently residing at 602, Sri Ram Krishna Enclave, Green Park Area, new Area Morabadi, Ranchi 834008 is hereby appointed as the Sole Arbitrator to adjudicate the dispute between the parties.

16. All contentions available to the parties are left open.

17. 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.

18. 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.

19. Accordingly, this application is allowed.

20. 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.

21. Urgent Certified Copies as per Rules.

(Tarlok Singh Chauhan, C.J.)

November 27, 2025

N.A.F.R.

Manoj/Pramanik/Cp.2

Uploaded on 02.12.2025