

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.19673 of 2014

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Narayan Medical College and Hospital Jamuhar(Rohtas) through it's Secretary, Govind Narayan Singh, Son of Sri Gopal Narayan Singh Resident of Village +P.O-Jamuhar P.S-Dehri-On-Sone: Distt.Rohtas.

.... Petitioner/s

Versus

1. The State of Bihar through the Secretary, Department of Labour Resources. Govt. of Bihar, Patna.
2. Genins India TPA Ltd.,Noida, through it's Assist. Manager Hospital Network,B-127,Sector 2 ,Noida-201301(U.P)
3. District Development Commissioner, Rohtas at Sasaram
4. Director, D.R.D.A.Rohtas at Sasaram
5. The United India Insurance Company Limited through its Chief Regional Manager, Birchand Patel Path,Patna.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Rajeev Kumar Singh, Advocate.

For the Respondent/s : Mr. Rajiv Kumar Singh, G.P.-2.

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CORAM: HONOURABLE MR. JUSTICE MIHIR KUMAR JHA
ORAL JUDGMENT

3 08-01-2015 Heard learned counsel for the parties as with regard to the following relief prayed in this writ application:-

"To pay the arrear of services provided i.e. Rs. 35,41,536/- (Thirty five lacs forty one thousand five hundred thirty six only) under the "Rastriya Swasthya Bima Yojna" (RSBY) of with 15% interest immediately within a time-frame."

2. Having regard to the fact that there is a privity of contract only between the petitioner and the respondent no. 2, both of whom are private parties and at least Respondent no. 2 being not a 'State' within the meaning of Article 12 of the Constitution of India is not amenable to a writ jurisdiction, this writ application has to be held

to be not maintainable.

3. Mr. Rajiv Kumar Singh, learned counsel for the petitioner, however, has tried to read between the lines from the agreement to contend that even appointment of respondent no. 2 was made by the United India Insurance Company Limited which is a 'State' within the meaning of Article 12 of the Constitution of India and, therefore, the writ application will be maintainable.

4. This Court would find it difficult to accept such submission of learned counsel for the petitioner inasmuch as the privity of contract is between the petitioner and the respondent no. 2 and whatever service has been rendered by the petitioner to respondent no. 2 may become reimbursable or payable by any State or State agency, but that will not make any privity of contract between the petitioner or the State agency or the Insurance Company. The petitioner has to look to only respondent no. 2 for enforcement of its claim for payment and, therefore, the view taken by this Court that the writ application is not maintainable is correct both on fact and in law.

5. That being so, this writ application fails and is, accordingly, dismissed.

6. When this part of the part of the order has been dictated Mr. Rajeev Kumar Singh learned counsel for submits that the petitioner should be given liberty to move the consumer forum for redressal of its grievance.

7. In the considered opinion of this Court, whatever has been said above is only in relation to the relief sought in this writ application and, therefore, nothing said in this order shall come in the way of the petitioner in seeking its remedy before the consumer forum.

(Mihir Kumar Jha, J)

Sujit/-

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