

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.2 of 2020

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Aankh Aspatal (Eye Hospital) Rep. through Dr. Rajiv Ranjan Verma, Male,
Aged about 67 years, S/o Dr. Akhileshwar Prasad Verma, at Dani Bgha, P.S.-
Aurangabad, Dist- Aurangabad, Bihar- 824101.

... .. Petitioner/s

Versus

1. The National Insurance Company Ltd. 4th Floor, Sone Bhawan, B.C. Patel Marg, R-Block, Patna- 800001.
2. Medi Assist India TPA Pvt. Ltd. 47/1, Shri Krishna Arcade, 1st Main Road, 9th Cross, J.P. Nagar, 3rd Phase, Sarakki Industrial Lay out, Bangalore- 560078.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Bipin Bihari, Advocate
For the Respondent/s :

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 02-09-2020

Today when the matter was taken up, Sri Bipin Bihari, learned counsel for the petitioner, under instruction from the petitioner, clarifies that the dispute is primarily *inter se* between the petitioner and the respondents, namely, the National Insurance Company Ltd. and Medi Assist India TPA Pvt. Ltd. From the array of parties. Prayer is allowed.

Registry to make necessary correction in the memo of parties.

As per office report, notice on respondent No. 1 stands served and despite appearance none has entered appearance and as such on 05.06.2020, the matter was



proceeded *ex parte*.

The dispute, civil in nature, emanates out of service agreement dated 30.08.2015. The petitioner, through counsel, got served the notice dated 16.8.2019, invoking the Arbitration clause contained in the agreement. According to the petitioner, the respondents had not responded to the said notice.

The disputes pertains to the period from August, 2015 upto March, 2017. The petitioner has set up a monetary claim of Rs. 8 lakh (approximately). Record reveals that prior to the notice invoking Arbitration Clause, parties had exchanged correspondence with each one refuting the claim/counter claim /allegation/counter allegation made by them.

Be that as it may, the fact of the matter being that dispute *inter se* parties emanating out of the agreement dated 30.8.2015 has arisen. The said agreement contains an arbitration clause (Clause 17). The parties have subjected themselves to be governed under the Indian Laws and more specifically the Arbitration and Conciliation Act, 1996. The cause of action has also arisen within the State of Bihar and the jurisdiction is not confined to a particular place. As such, this Court finds no reason sufficient enough not to accept petitioner's prayer, which is hereby granted.



Accordingly, Shri Bidhu Bhushan Pathak, Retired District and Sessions Judge, is appointed as an Arbitrator to adjudicate the dispute *inter se* the parties.

All disputes arising out of Agreement dated 30.08.2015 entered between the parties is referred to the Arbitrator for arbitration.

On the name of the learned Arbitrator, there is no objection by either of the learned counsel for the parties.

Parties undertake to appear before the learned Arbitrator within one week after the lockdown period of current Pandemic Covid-19 is over. Parties also undertake to fully co-operate and agree to request the learned Arbitrator to complete the proceedings at the earliest, which request, this Court, hope, would be considered favourably.

Learned Arbitrator shall be entitled to fees as per law.

Learned Registrar General shall ensure that a copy of this order along with the necessary record, is made available to the learned Arbitrator positively through an electronic mode on or before 19.09.2020.

Parties shall file their statement of claims before the learned Arbitrator on such date of hearing, which the learned



Arbitrator may fix, as may be mutually convenient to all concerned.

In fact even during the lockdown period, subject to the convenience, arbitral proceeding can commence through the use of video conferencing/other electronic mode.

Learned counsel for the parties also undertake to apprise the learned Arbitrator of the passing of the order. This, they shall positively do so within next two working days.

The Request Petition stands disposed of in the above terms.

No order as to costs.

(Sanjay Karol, CJ)

sujit/-

AFR/NAFR	
CAV DATE	
Uploading Date	
Transmission Date	

