

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.5704 of 2021

The Oriental Insurance Company Limited represented through Mr. Prem Kumar Singh aged about 55 years, male, s/o Sri Surendra Prasad Singh, the Regional Manager In-charge, Authorized Signatory/ Duly Constituted Attorney, Regional Office, Primuhani, Patna-1.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, the Department of Health, Government of Bihar, Patna
2. The Principal Secretary, Department of Labour, Government of Bihar, Patna
3. The Principal Secretary, Department of Health, Government of Bihar, Patna
4. The State Health Society, Bihar having its office at Parivar Kalyan Bhawan, Sheikhpura, Patna through its Executive Director.
5. The Executive Director, the State Health Society, Bihar, Parivar Kalyan Bhawan, Sheikhpura, Patna
6. The Bihar Health Security Society, through the Chief Executive Officer, New Annexy Building, Old Secretariat, Patna, Bihar
7. The Chief Administrative Officer, Bihar Swasthya Suraksha Samiti, New Annexy Building, Old Secretariat, Patna, Bihar
8. The Union of India through the Ministry of Health and Family Welfare (R.S.B.Y. Division), Room No. 424C, Nirman Bhawan, New Delhi

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Durgesh Kumar Singh, Advocate
For the Respondent/s	:	Mr. K K Sinha, Advocate
		Mr. Shantanu Kumar, Advocate
		Mr. Ajay Behari Sinha, GA 8
		Ms. Seema Chayala, AC to GA 8



Ms. Punam Kumari Singh, CGC

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CORAM: HONOURABLE MR. JUSTICE RAJAN GUPTA
and
HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH
ORAL ORDER

(Per: HONOURABLE MR. JUSTICE RAJAN GUPTA)

5 21-04-2022 Heard learned counsel for the parties.

The petitioner has filed this petition seeking a direction to the State Health Society and Bihar Swasthya Suraksha Samiti at Patna to pay an amount of Rs. 3,51,13,238/-. The details of the premium payable and that which has already been paid have been given in paragraph 1(a) of the petition. A counter affidavit has been filed on behalf of respondents no. 6 and 7, who dispute the amount. Since disputed questions of fact are involved, the same cannot be adjudicated upon in writ jurisdiction. However, we find in the agreement executed between the Government of Bihar and Oriental Insurance Company under Bihar Swasthya Suraksha Samiti at Patna, there is a dispute resolution Clause-21 which is reproduced below:

“21. DISPUTE RESOLUTION

21.1 if any dispute arises between the parties hereto during the subsistence of this Agreement or thereafter, in connection with validity, interpretation, implementation or alleged breach of any provision of this Agreement or any payment to be made under the agreement or recovery to be made, either party may raise the dispute with the other party. In the event, that the other party, on



whom, notice of dispute is served and is unable to resolve the dispute within sixty days of it being referred, then either party may refer the dispute for resolution to a sole Arbitrator, who shall be jointly appointed by both the parties, or, in the event that the parties are unable to agree on the person to act as the sole Arbitrator within thirty days after any party has claimed for an arbitration in written form, by three Arbitrators, one to be appointed by each party with power to the two Arbitrators so appointed, to appoint a third Arbitrator. Provided that parties to this agreement have further agreed that if the Government constitutes an Arbitral Dispute Resolution Tribunal by any Act of Legislature or any Rule, Order, in that event, the disputes shall be referred only to such Tribunal constituted by the Government. The award given by the Arbitration Dispute Tribunal shall then be final and binding on the parties.

21.2 The law governing the arbitration shall be the Arbitration and Conciliation Act, 1996 as amended or re-enacted from time to time.

21.3 The proceeding of arbitration shall be conducted in the English language.

21.4 The arbitration shall be held in Patna (India). ”

In view of the same and also referring to paragraph nos. 21.1, 21.2, 21.3 and 21.4, we have proposed to the parties whether they are ready to invoke the said Clause in view of the dispute in the calculation of the amount payable, which cannot be a subject matter of writ jurisdiction, they have fairly agreed for the same.

Under the circumstances, we dispose off the writ



petition with liberty to the parties to invoke Section 11 of the Arbitration and Conciliation Act, 1996. In case such an application is filed by any of the parties, we direct that the same be listed within two weeks of its filing.

The writ petition stands disposed off.

(Rajan Gupta, J)

(Mohit Kumar Shah, J)

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