

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.3160 of 2021**

National Insurance Company Limited, through Basudev Marandi, aged about 56 years, male, s/o Late H P Marandi Regional Manager / Authorized Signatory / Duly Constituted Attorney, Regional Office, 4th Floor, Son Bhawan, Vir Chand Patel Marg, Patna.

... .. 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 Swasthya Suraksha Samiti, 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 Nos. 6 & 7 | : | Mr. Shantanu Kumar, Advocate      |
| For the Respondent No. 4      | : | Mr. K. K. Sinha, Advocate         |
|                               |   | Mr. Shashi Shekhar Advocate       |

**CORAM: HONOURABLE MR. JUSTICE RAJAN GUPTA**

**and**

**HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH**

ORAL ORDER

**(Per: HONOURABLE MR. JUSTICE RAJAN GUPTA)**

4      24-03-2022

Heard learned counsel for the parties.

The petitioner is seeking following relief :-

*“a) For issuance of an appropriate writ/order or direction commanding the respondent authorities especially the State Health Society and Bihar Swasthya Suraksha Samiti at*



*Patna to pay an amount of Rs. 69,18,23,815/- being the due premium payable to the petitioner company by the State Government as well as the Central Government (to be paid through the State Government), i.e., the respondents. Total; premium payable stands at Rs. 69,18,23,815/- (including the premium share of 2010-11, 2015-16 and 2016-17).*

*b) The bifurcation of the outstanding premium for payment is as under-*

| <i>FY</i>        | <i>Central Share</i> | <i>State Share</i> | <i>Total</i>     |
|------------------|----------------------|--------------------|------------------|
| <i>2010-2011</i> | <i>17138190</i>      | <i>0</i>           | <i>17138190</i>  |
| <i>2015-2016</i> | <i>338179612</i>     | <i>24271783</i>    | <i>362451395</i> |
| <i>2016-2017</i> | <i>234175674</i>     | <i>78058556</i>    | <i>312234230</i> |

*c) The amount due is for the Health Insurance Cover provided by the petitioner company to the beneficiary family units in the districts of the State of Bihar under the Rastriya Swasthya Bima Yajana (hereinafter referred to as the RSBY/Scheme) during the policy period 2010-11, 2015-16 and extended twice upto March, 2017.*

*d) For issuance of any other or further order as the Hon'ble Court may deem fit in the facts and circumstances of the case and in the interest of justice."*

The petitioner's claim is based on an agreement between the Government of Bihar and the Company under *Rastriya Swasthya Bima Yojana*. A copy of the agreement has been brought on record by way of Annexure-1 to the writ application, Clause-20 of which deals with grievance redressal arising out of the said agreement. Clause 20.3D deals with grievance against State Nodal Agency/ State Government.



Considering the submissions advanced on behalf of the petitioner and the State of Bihar, State Health Society, *Biharand Bihar Swasthya Suraksha Samiti*, this application is disposed of with a liberty to the petitioner to invoke the said grievance redressal mechanism as provided under Clause 20.3D of the agreement or before any other forum in accordance with law.

**(Rajan Gupta, J)**

**(Mohit Kumar Shah, J)**

P. Kumar

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