

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.39 of 2023

=====

The Oriental Insurance Company Limited represented through Mr. Ajit Prasad, aged about 43 years, male, S/o Sri Bankey Bihari Prasad, the Dy. Manager./Authorized Signatory/Duly Constituted Attorney, Regional Office, Pirmuhani, 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, Shiekhpora, Patna through its Executive Director.
5. The Executive Director, The State Health Society, Bihar Parivar Kalyan Bhawan, Shiekhpora, 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 State	:	Mr.P.K. Shahi, AG
For the Resp. No. 4-5	:	Mr. K.K.Sinha, Advocate
For the Resp. No. 6-7	:	Mr. Shantanu Kumar, Advocate
For the Resp. No. 8	:	Mr. Kumar Priya Ranjan, CGC.

=====

CORAM: HONOURABLE THE CHIEF JUSTICE

ORAL JUDGMENT

Date : 17-05-2023

Heard learned counsel for the parties.

2. This application has been moved seeking appointment of an Arbitrator invoking the powers of this Court under Section 11(6) of the Arbitration and Conciliation Act, 1996.



3. Petitioner and the respondents entered into an agreement (Annexure-1). The said agreement contains an arbitration Clause-21 The petitioner sent several representations to the respondents for paymnt of due premium amount vide representations dated 24.04.2018, 12.09.2019, 20.03.2020, 19.06.2020, 20.08.2020 and 20.10.2020 (Annexure-4 series), but to no avail.

4. It is pleaded that the respondents have not settled the dispute till date and the dispute is of civil in nature.

5. Today, there is no dispute about-(a) the legality, validity and binding effect of the written agreement entered into between the parties to the lis; (b) the existence of arbitration clause contained therein; (c) the existence of dispute(s) arising there from; (d) the dispute arising out of the agreement being civil in nature; (e) no legal impediment in the adjudication of the dispute by the learned Arbitrator; (f) Petitioner having exhausted the channel available for resolution of the dispute; (g) the respondent having failed to appoint an Arbitrator pursuant to the invocation of the arbitration clause by the petitioner.

6. As such, Hon'ble Mr. Justice Jayanandan Singh, a former Judge of the Patna High Court, is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement



entered into between the parties to the *lis*.

7. All pleas and issues raised, on merits, are left open to be considered and decided by the learned Arbitrator.

8. The learned Arbitrator shall be entitled to fee as per the schedule of the Act.

9. The issue of limitation, if any, is left open to be raised before the Arbitral Tribunal.

10. Joint Registrar (List) is directed to communicate the order to the learned Arbitrator.

11. Learned counsel for the parties also undertake to communicate the order to the learned Arbitrator.

12. The Arbitral Tribunal shall issue notice to the respondents.

13. The Request Petition stands disposed of in the above terms.

(K. Vinod Chandran, CJ)

Sujit/-

AFR/NAFR	NAFR
CAV DATE	
Uploading Date	19.05.2023
Transmission Date	

