

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.1 of 2023

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M/s New Ply Ghar through its proprietor Sarla Lakhotia, aged 60 years, Female, W/o Mahesh Prasad Lakhotia, Resident of 501, Mahavira Enclave, Post Office Lane, Behind Prema Honda, Exhibition Road, P.S.- Gandhi Maidan, District/Town- Patna- 800001.

... .. Petitioner/s

Versus

1. M/s Cholamandalam MS General Insurance Company Ltd., through its Chairman cum Managing Director/CEO Dara House, 2nd Floor, New No.- 2, (Old No.- 23) NSC Bose Road, Chennai- 600001.
2. Branch Head, Cholamandalam Ms General Insurance Company Ltd., Patna Branch Office, Plot No.- 166, 3rd Floor, I.D. Complex, West Boring Canal Road, District/Town- Patna- 800001.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Mukesh Prasad Singh, Advocate
For the Respondent/s : Mr.Durgesh Kumar Singh, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date: 26-07-2023

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 respondent entered into an Insurance Agreement i.e. Enterprises Package Insurance Policy No. 2150/00030131/000/00 dated 03.02.2019 (Annexure-1). The said agreement provides arbitration as per the Protection of Policy



Holder's Interest Regulation, 2017 of IRDA. The petitioner invoked the said regulation for arbitration vide communications dated 12.07.2021 (Annexure4) and dated 18.12.2021 (Annexure-5), but the Insurance Company neither replied nor persuaded for appointment of arbitrator till date.

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 Jyoti Saran, 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. Since the dispute arises out of an agreement of the year 2019, the hearing be expedited.

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

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

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

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

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

(K. Vinod Chandran, CJ)

Sujit/-

AFR/NAFR	NAFR
CAV DATE	
Uploading Date	28.07.2023
Transmission Date	

