

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**REQUEST CASE No.121 of 2022**

Shivangi Nursing Home, Rep. through Smriti Sinha, Female, Aged about 43 years, W/o Dharmendra Kumar, Permanent R/o Vill- Desari, P.O. and P.S.- Desari, Dist.- Vaishali, Bihar at Present residing at Shivangi Nursing Home, Ram Prasad Chowk, Marai Road, Hajipur, District- Vaishali, Bihar- 844101

... .. Petitioner/s

Versus

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

... .. Respondent/s

**Appearance :**

|                      |   |                                    |
|----------------------|---|------------------------------------|
| For the Petitioner/s | : | Mr.Bipin Bihari, Advocate          |
| For the Respondent/s | : | Mr.Durgesh Kumar Singh, Advocate   |
|                      |   | Mr. Abhijeet Kumar Singh, Advocate |

**CORAM: HONOURABLE THE CHIEF JUSTICE**  
**ORAL JUDGMENT**

**Date : 16-08-2023**

1. 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 agreement dated 20.04.2015 (Annexure-1). The said agreement contains an arbitration clause as Clause-7 (b) of Article-16. The petitioner wrote letter dated 12.02.2019, 15.01.2020 (Annexure-3) and also issued legal notice dated 01.10.2022 (Annexure-4) regarding non-payment of the amount due, 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) the respondents having failed to settle the dispute.

6. In such circumstances, as agreed by the parties, 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 the 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 2015, 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)**

P.K.P./-

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