

IN THE HIGH COURT OF JUDICATURE AT PATNA
REQUEST CASE No.1 of 2025

=====

M/S Chaudhuri Imaging Associates Pvt. Ltd. through its Director, Rajan Chaudhuri, aged about 61 years, male, S/o Late Vinay Kumar Choudhary, Road No. 2 Behind Rajendra Nagar Telephone Exchange, Rajendra Nagar, P.S. Kadam Kuan, District/Town-Patna-800016.

... .. Petitioner/s

Versus

1. The Oriental Insurance Company Ltd. through its Chairman cum Managing Director Head Office, Oriental House, A-25/27, Asaf Ali Road, New Delhi-110 002.
2. Chief Regional Manager, The Oriental Insurance Company Ltd. Regional Office at Sone Bhawan, 5th Floor, Birchand Patel Marg, Patna-800001.
3. The Oriental Insurance Company Ltd. through its Divisional Manager, Divisional Office No. 1, Anand Vihar, 4th Floor, East Boring Canal Road, Patna-800001.

... .. Respondent/s

=====

Appearance :

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

=====

CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date : 17-04-2026

This request case has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereafter ‘1996 Act’) by M/S Chaudhuri Imaging Associates Pvt. Ltd. with a prayer for appointment of an arbitrator for adjudication of dispute between the parties in accordance with the Arbitration Agreement as contained in Condition No. 13 of the contract of insurance agreement dated 04.07.2019 (Annexure-P1).

Condition No. 13 of the insurance agreement dated 04.07.2019 reads as follows:-



“13. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.”

2. It is the case of the petitioner that an agreement was executed between the petitioner and the respondent Oriental Insurance Company Ltd. for insuring the petitioner's property. On 27/28.09.2019, unfortunately the insured properties of the petitioner got damaged due to heavy rain. For assessing the



damage, a surveyor was appointed who assessed the damage caused to the petitioner and submitted a report to the Insurance Company regarding the loss suffered by the petitioner. The petitioner raised serious objection to the quantum of amount sanctioned to him and sent Arbitration Notice dated 31.07.2021 invoking the arbitration clause, but to no avail. Thereafter, the petitioner filed Request Case No. 74 of 2021, which was disposed of granting liberty to the petitioner to file afresh on the same and subsequent cause of action, in case there is any need so arises subsequently. As the dispute regarding quantum of the insurance amount could not be resolved, the petitioner again invoked the arbitration clause provided in the insurance policy, which could not bear any fruit and therefore, the petitioner has filed the present petition for appointment of an independent arbitrator.

3. Having heard learned counsel for the parties, I find that there is no legal impediment in the adjudication of dispute by the Arbitrator, more particularly when the dispute arises out of the agreement which is being civil in nature and the petitioner has exhausted the channel available for resolution of the dispute.

4. In view of such finding as arrived at and on consensus of both the learned counsel for the parties, Hon'ble



Mr. Justice Jyoti Saran, former Judge of this Court, is appointed as learned Arbitrator to adjudicate all disputes arising out of agreement entered into between the parties to the *lis*.

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

6. The learned Arbitrator shall be entitled to fee as per the Schedule of the Act.

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

Parties undertake to fully cooperate and not to take any unnecessary adjournment.

The issue of limitation, if any, is left open to be raised before the learned Arbitrator.

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

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

10. The learned Arbitrator shall issue notice to the parties.

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

12. Interlocutory Application(s), if any, shall stand



disposed of.

(Sangam Kumar Sahoo, CJ)

P.K.P./-

AFR/NAFR	
CAV DATE	
Uploading Date	18.04.2026
Transmission Date	

