IN THE HIGH COURT OF JHARKHAND AT RANCHI

Arbitration Application No. 50 of 2026

Surya Nursing Home, Represented through its Director Gouri Shankar Mahto, S/o Lakhindra Mahto aged about 54 years, R/o-Thana Road Ward No-2, Purana Basti, Charkadharpur, PO- Chakradharpur PS- Chakradharpur, West Singhbhum, Jharkhand 833102 having its office and principal of business at Ward No. 1. Thana Road, Chakradharpur, PO- Chakradharpur PS- Chakradharpur West Singhbhum, Jharkhand - 833102.

... Petitioner

Versus

1. Jharkhand State Arogya Society represented through its Executive Director (ED) having its office at Nepal House, Doranda, PO-Doranda, PS- Doranda, District- Ranchi, Jharkhand 834002.
2. National Insurance Company Ltd through its Chairman-cum-Managing Director having its office at 3, Middleton Street, Prafulla Chandra Sen Sarani, PO- Middleton Row S.O., PS- Shakespeare Sarani, Kolkata, West Bengal - 700071.

... Respondents

CORAM: HON'BLE THE CHIEF JUSTICE

For the Petitioner: Mr Harshit Sahay, Advocate
Mr Sudhanshu Singh, Advocate
Mr Harshit Shekhar, Advocate
Mr Jagdeesh, Advocate

For the Respondent: Mr Rahul Dev, Advocate
Mr Priyanshu Nilesh, Advocate

04/Dated: 27.11.2026

1. Heard the parties.

2. The existence of the arbitration agreement is not disputed.

3. Accordingly, with the consent of both the parties, Mr Parth Jalan, an Advocate practising in this Court and residing at 48, Cart Sarai Road, Upper Bazar, Ranchi 834001 (Mob. No. 8873565101/ 9570065101, Email - adv.parthjalan@gmail.com) is appointed as an Arbitrator to adjudicate upon the disputes which have now arisen between the

parties in the context of an agreement at Annexure 1 to this application.

4. Mr Parth Jalan, who is present in the Court, has consented to his appointment as an Arbitrator. He agrees to issue the statutory statement of disclosure under Section 11(8) read with Section 12(1) of the Arbitration and Conciliation Act, 1996, to the parties within two weeks of the uploading of this order.

5. It is clarified that this Arbitration will be restricted between the applicant and the 1st and 2nd respondents, because the 3rd respondent is not a party to the arbitration agreement.

6. At the request of learned counsel for the applicant, the 3rd respondent is in fact deleted from the array of the respondents in this application.

7. The fees of the learned Arbitrator and other costs relating to arbitration shall be initially borne by both the parties in equal proportions.

8. All contentions of all parties on the merits of the matter are left open for the decision by the Sole Arbitrator, so constituted.

9. Learned Arbitrator would endeavor to conclude the proceedings expeditiously by taking into regard the mandate of the Legislature under Section 29-A of the Act of 1996.

10. This application is disposed of in the above terms, without any order for costs.

(M. S. Sonak, C.J.)

November 27, 2026
N.A.F.R.
Manoj/Sharda/Cp.2
Uploaded on 27.11.2026