

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of decision: 2nd November, 2012

+ **MAC APP.1002/2012**

NEW INDIA ASSURANCE COMPANY LTD. Appellant

Through: Mr. S.L.Gupta, Adv. with
Mr. Ram Ashray, Adv.

Versus

KULBIR SINGH & ORS. Respondents

Through: Nemo.

CORAM:

HON'BLE MR. JUSTICE G.P.MITTAL

J U D G M E N T

G. P. MITTAL, J. (ORAL)

CM APPL.15851/2010 (For Additional Evidence)

1. The Appellant New India Assurance Company Limited seeks permission to lead additional evidence on the ground that certain documents, that is, investigation report of the driving licence, Mathura and the copy of the driving licence issued by MLO, Faridabad have been filed along with the Appeal. The same may be taken on record and permitted to be proved.
2. There is not even a whisper as to why these documents could not be obtained and proved during inquiry before the Claims Tribunal. I have before me the Trial Court record. The Appellant Insurance Company did not take any specific plea that the driving licence held by Parmanand Singh, Respondent No.1 (the driver) was fake. The Counsel for the Appellant (Respondent No.3 New India Assurance Company Limited

before the Claims Tribunal) himself closed the evidence as is evident from the order dated 31.01.2012 passed by the Claims Tribunal.

3. The Appellant has failed to make any ground for granting him permission to produce additional evidence.
4. The Application is accordingly dismissed.

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5. The Appellant Insurance Company seeks to avoid its liability to pay the compensation of ₹1,29,000/- awarded in favour of the Respondent Zia-ul Haque solely on the ground that the Respondent No.2 Parmanand did not possess a valid and effective driving licence at the time of the accident and thus the Insurance Company was not liable to pay the compensation awarded.
6. An Application for additional evidence moved by the Appellant has been dismissed by an order passed above. No evidence whatsoever has been produced by the Appellant to show that there was willful breach of the terms and conditions of the Insurance policy. Thus, the Appellant cannot avoid its liability.
7. The Appeal is devoid of any merit; it is dismissed in limini.
8. Deficiency of ₹729/- in the Court fees shall be made up within four weeks.
9. The statutory deposit of ₹25,000/- shall be refunded to the Appellant Insurance Company.

10. Pending Applications also stand disposed of.

(G.P. MITTAL)
JUDGE

NOVEMBER 02, 2012
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