**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH**

**CR No. 2385 of 2004 (O&M)**
**Date of decision: 02.09.2015**

M/s Vikram Oil Co.

... Petitioner

versus

The New India Assurance Co. Ltd.

.... Respondent

**CORAM: HON'BLE MR. JUSTICE K. KANNAN**

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Present: Mr. G.S. Bal, Senior Advocate with
Mr. A.D.S. Bal, Advocate for the petitioner.

Mr. R.C. Kapoor, Advocate for the respondent.

**K.Kannan, J.**

The Claims Tribunal had directed right of recovery to the Insurance Company from the owner on the ground that the driving licence relied on was a fabricated one. In appeal by the owner, the Court declined to interfere with the quantum, but, allowed the owner the liberty to satisfy the Executing Court that the licence was genuine. On a thorough consideration by the Executing Court, the learned Judge confirmed the earlier finding by the Tribunal regarding the fabricated character of the document, after elaborately going through the evidence given by both the parties at the Executing Court. The owner is again in revision against the order of the Executing Court.

The counsel relies on a statement given by the owner that he saw the driving licence, believed the same to be genuine and allowed him the custody of the vehicle. The Insurance Company respondent denies that there were any *bonafides* on his part and this cannot be brought about at this length of time.

Counsel appearing on behalf of the owner suggested that he will undertake the liability to pay the amount as awarded by the Tribunal and within a period of 3 months in 3 installments. I put it across for the counsel for insured that he should seriously consider that over. He cannot probably take a decision for a public sector undertaking without appropriate instructions, but, in the interest of justice I believe that the offer is fair enough. He is prepared to pay Rs. 3,60,000/- as originally awarded with interest. I find it is a fair offer and allow for the Insurance Company the benefit of recovery of portion of the amount as awarded by the Tribunal. But for the offer, there is a danger of the Insurance Company completely losing the right of recovery going by the statement made, though belated by, at the state of execution.

The amount as awarded by the Tribunal, upon modification by the High Court shall be paid by the owner within a period of 12 weeks. The respondent party may approach this Court for any complaint of non-compliance, for appropriate directions later.

**(K.KANNAN)**
**JUDGE**

02.09.2015
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