

CWP No.4663 of 2015

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

CWP No.4663 of 2015

Date of Decision: March 17, 2015

Shri Ram General Insurance Company Ltd.

...Petitioner

Versus

Permanent Lok Adalat (PUS) & another

...Respondent

CORAM: HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH

Present: Mr. Sanjeev Goyal, Advocate
for the petitioner.

AUGUSTINE GEORGE MASIH, J. (Oral):

Present petition has been filed challenging the order dated 11.08.2014 (Annexure P-1) passed by the Permanent Lok Adalat, Public Utility Services, Bhiwani, whereby, the claim of respondent No.2-Dev Karan has been accepted and the award has been passed with a direction to the petitioner-company to pay the insured value i.e. ₹8,20,000/- to the petitioner (respondent No.2 herein) alongwith interest at the rate of 10% per annum from the date of repudiation till the realization with further costs of ₹3,300/- as litigation charges.

It is the contention of the counsel for the petitioner that as per the policy, intimation to the company in writing or orally required to be given upon the occurrence of any accidental loss or damage. This, he states is provided in exclusive Clause-I. The intimation was submitted to the petitioner-company after a period of 7 days and therefore, there can be no liability on the petitioner-company. Counsel for the petitioner, however, on being asked as to whether any First Information Report was registered of the

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theft of the vehicle, he admits that the same was done on the same day. Merely because the intimation has been sent to the petitioner-company after a delay of 7 days of the date of occurrence cannot be a ground for discharging the liability of the petitioner.

Perusal of the such clause on which reliance has been placed by the counsel for the petitioner, it is apparent that there is no specific time fixed for intimation what is required that it must be intimated at the earliest rather immediate. As it apparent from the record and the submission of the counsel for the petitioner, there was no delay on the part of respondent No.2 to take steps and the the first step which the reasonable important take is to get the First Information Report registered which was done forthwith. That being so, the order passed by the Permanent Lok Adalat, Public Utility Services, Bhiwani, cannot be said to be not in accordance with law.

Another submission which has been put forth by the counsel for the petitioner is that as per Section 22-C (8) of the Legal Services Authority Act, the award could not have been passed as the parties failed to reach an agreement under sub-section 7 of the Permanent Lok Adalat as the dispute related to an offence. This contention of the counsel for the petitioner cannot be accepted as the offence, if any, was admittedly of theft of the vehicle and it is also not disputed that the policy covered the theft as well. If there being a specific provision in the policy itself which was covered the plea as raised by the counsel for the petitioner cannot be accepted.

In view of the above, finding no merit in the present writ petition, the same stands dismissed.

(AUGUSTINE GEORGE MASIH)
JUDGE

March 17, 2015