430.

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

FAO No.4225 of 2004 (O&M)
Date of decision:12.01.2016

Oriental Insurance Company Limited ... Appellant

versus

Sanjay Kumar and another .... Respondents

CORAM: HON'BLE MR. JUSTICE K. KANNAN

Present: Mr. Ashwani Talwar, Advocate, for the appellant.

None for respondents.

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1. Whether reporters of local papers may be allowed to see the judgment ? No.
2. To be referred to the reporters or not ? No.
3. Whether the judgment should be reported in the digest ? No.

K.Kannan, J. *(Oral)*

1. The Insurance Company was pleading for exclusion of liability on the ground that the policy of insurance which was issued on 01.05.1996 specifically stated the commencement of the policy as 3 PM when the accident had taken place at 9:30 AM on the same day. The policy was post accident and did not, therefore, cover the risk. The Tribunal rejected the plea of the insurer on a reasoning that the Insurance Company must have taken an inspection of the vehicle before underwriting the risk for insurance of policy.

2. Where a policy stipulates the time of issue of the policy, then the risk will commence only from thereon and there is no scope for invoking the policy to be available for an accident that had taken place earlier. That has been considered and decided by the Supreme Court in ***<u>Oriental Insurance Company Limited Versus Dharam Chand-2010(15) SCC 141</u>***, ***<u>New India Assurance Company Limited Versus Ram Dayal-1990 ACJ 545</u>*** and ***<u>National Insurance Company Limited Versus Sobina Iakai-2007 (7) SCC 786</u>***

3. The counsel for the Insurance Company states that he has already satisfied the award. The Insurance Company will work out right of recovery only against the insured and not against the claimants.

4. The order passed already is set aside and the appeal by the Insurance Company is allowed on the above terms.

(K.KANNAN)
JUDGE

12.01.2016
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