

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP No.19866 of 2016
Date of decision: 23.09.2016

Oriental Insurance Company Limited

... Petitioner

Vs.

Jagsir Singh and others

... Respondents

CORAM: HON'BLE MR. JUSTICE RAMESHWAR SINGH MALIK

Present: Mr. Satpal Dhamija, Advocate
for the petitioner.

RAMESHWAR SINGH MALIK, J.

Present writ petition is directed against the order dated 17.09.2015 (Annexure P-1) passed by the learned Permanent Lok Adalat (Public Utility Services), Faridkot, whereby claim of respondent No.1 was found to be genuine and was allowed, however, specifically protecting the right of the petitioner-Insurance Company.

Heard learned counsel for the petitioner.

It is not disputed before this Court that the vehicle in question was insured with the petitioner-company. It is the own pleaded case of the petitioner that Jagsir Singh was working as Power of Attorney holder of the registered owner namely Sukhdev Singh. So far as the claim amount of Rs.2,70,000/- on account of repair charges was concerned, it was found to be a genuine claim. While passing the impugned order, learned Permanent Lok Adalat has rightly directed respondent No.1 namely Jagsir Singh to furnish an indemnity bond in favour of the petitioner-company that if the registered owner namely Sukhdev

Singh puts a claim on the petitioner-company, in that situation, respondent No.1 namely Jagsir Singh shall refund the amount to the petitioner-company. Having said that, this Court feels no hesitation to conclude that learned Permanent Lok Adalat committed no error of law, while passing the impugned order and the same deserves to be upheld.

In fact, the entire case of the petitioner-company is based on technicalities alone. When confronted about the genuineness of claim of respondent No.1, learned counsel for the petitioner fairly conceded that so far as the claim was concerned, it was found to be genuine and this fact was not in dispute. In view of this undisputed fact situation, it goes without saying that no prejudice, of any kind whatsoever, has been caused to the petitioner-company, while passing the impugned order, which may warrant interference at the hands of this Court, while exercising its writ jurisdiction under Articles 226/227 of the Constitution of India.

Once there is no dispute between the parties about the genuineness of claim, in that situation, technicalities alone will not weigh with the Court, while deciding the lis between the parties, with a view to do complete and substantial justice. Had the learned Permanent Lok Adalat not protected the right of the petitioner-company by incorporating a specific clause (b) in the operative part of the impugned order, matter could have been slightly different. However, once the right of the petitioner-company has been specifically protected, the learned Permanent Lok Adalat was well within its jurisdiction to pass the impugned order and the same deserves to be upheld, for this reason also.

The operative part of the impugned order passed by learned Permanent Lok Adalat, which deserves to be noticed here, reads as under: -

“All the factors when considered in the light of Section 22-D of the Act application deserves to be allowed because it is covered by the principles of natural justice, objectivity, fair play and other principles of justice. Interest of insurance company has to be protected at the same time. It can be done by directing the applicant to indemnify the insurance company by executing indemnity bond in favour of respondent to the effect that if in future Sh. Sukhdev Singh lays any claim to the claim amount paid to applicant then applicant shall refund the claim money to respondent. In the light of above discussion applicant appears to be entitled to the relief prayed for. Application is allowed and following award is passed in favour of applicant and against the respondent.

a. That respondent The Oriental Insurance Company Limited shall pay Rs.2,70,000/- to the applicant Sh. Jagsir Singh.

b. The applicant shall execute indemnity bond in favour of respondent to the effect that if and when Sh. Sukhdev Singh registered owner lays his claim on the claim amount then applicant Sh. Jagsir Singh will refund the amount paid to him (Jagsir Singh) to respondent. It be submitted to respondent within fortnight of passing of this award.

c. After submission of indemnity bond the award amount Rs.2,70,000/- be paid to the applicant within one month of submission of indemnity bond. Copies of award be given to the parties free of cost.”

A bare reading of the abovesaid operative part of the impugned order would make it crystal clear that learned Permanent Lok Adalat was conscious of the fact that right of the petitioner-company deserves to be protected and the same was accordingly protected.

Another contention raised by learned counsel for the petitioner that respondent No.1 did not comply with the provisions of Section 157 of the Motor Vehicles Act, has been found to be wholly misplaced and the same is not worth acceptance. It is so said because genuineness of the claim of respondent No.1 has gone completely uncontroverted. In such a situation, technicalities would not weigh with the Court, once there is no dispute on the substance of the matter between the parties. Further, as noticed hereinabove, no prejudice, of any kind whatsoever, has been caused to the petitioner-company, while passing the impugned order.

No other argument was raised.

Considering the peculiar facts and circumstances of the case noted above, coupled with the reasons aforementioned, this Court is of the considered view that the writ petition is wholly misconceived, bereft of merit and without any substance, thus, it must fail. No case for interference has been made out.

Resultantly, with the abovesaid observations made, present writ petition stands dismissed, however, with no order as to costs.

[RAMESHWAR SINGH MALIK]
JUDGE

23.09.2016

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Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No