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

**FAO No.1322 of 2016**
**Date of decision : 04.03.2016.**

**Kabal Singh Rathaur and Anr.**

**.... Appellants**

**Vs.**

**Sohan Lal and others**

**.... Respondents**

**CORAM : HON'BLE MR.JUSTICE AMOL RATTAN SINGH**

1. To be referred to the Reporters or not?
2. Whether the judgment should be reported in the Digest?

Present : Mr.Rajshekhar, Advocate,
for the appellants.

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**AMOL RATTAN SINGH, J.**

**CM No.4315-CII of 2016**

The application is allowed and permission to file non-certified copy of Annexures A-1 and A-2 is granted.

**FAO No.1322 of 2016**

This appeal has been filed by the driver and owner respectively of the three-wheeler vehicle bearing registration No.PH-10DK-3634, which was held to cause the accident in which Parmod Kumar died, due to the negligence of appellant No.1, as held by the learned Motor Accident Claims Tribunal, Mohali, vide its Award dated 04.04.2015. A total compensation of Rs.5,86,600/- was awarded by the Tribunal to the first two respondents herein, i.e. the parents of the deceased, though no compensation was awarded to respondent No.3 (claimant No.3 before the Tribunal), who is the brother of the deceased.

2. The 4th respondent before this Court, i.e. the Shri Ram General Insurance Company Ltd., was absolved of its liability to pay the compensation, in view of the fact that on the date of accident, i.e. on 17.12.2012, the vehicle was not insured, though earlier it had been insured from 01.12.2011 to 30.11.2012 and thereafter, was again insured from 01.01.2013 to 31.12.2013. Thus, the vehicle remained uninsured for the period of December 2012.

3. The only ground of challenge raised by the appellants, is that, as per their contention, the vehicle was insured even during the period of December 2012 in view of the fact that the cover note of the insurance policy showed that it was insured from 01.12.2011 to 31.12.2012.

This fact was duly noticed by the learned Tribunal and it was held that on the cover note (Ex.R1 before the Tribunal), there was a cutting showing a change of date from 30.11.2012 to 31.12.2012, with the initial of an official beneath it. However, thereafter actually the policy was issued for the period 01.12.2011 to 30.11.2012.

It was further held by the Tribunal that the cover note issued at the time of issuance of the policy, i.e. on 01.12.2011, was valid for a period of only 60 days. Hence, no benefit could be derived from the said cover note with the policy itself issued thereafter, valid from 01.12.2011 to 30.11.2012. Hence, it was held that for the month of December 2012, the vehicle was not insured, as the renewal took place only w.e.f. 01.01.2013.

Consequently, the entire liability to pay compensation was foisted upon the present appellants, i.e. the driver and the owner of the vehicle concerned.

4. Mr.Rajshekhar, learned counsel appearing for the appellants, submitted that the Tribunal wholly erred in holding the vehicle to be not insured for the month of December 2012, in view of the fact that the Claim Officer examined by the Company itself, Sushil Singh Rawat, appeared as RW1 and stated that there was a cutting on the cover note, which bore the initial of an official beneath it. Hence, that being the admitted position, learned counsel submitted that the vehicle would have to be treated as having been insured for the month of December 2012 also.

5. Having heard learned counsel for the appellants, I am unable to agree with the aforesaid contention; firstly, for the reason that, as noticed by the Tribunal, the cover note was a document issued for an interim period of two months, till the issuance of the policy itself for the period commencing on 01.12.2011. That period of 60 days expired on 31.01.2012 and the accident having taken place on 17.12.2012, i.e. more than 10½ months later, nothing contained on the cover note would hold good for the period in question, i.e. December 2012, when the actual insurance policy, was issued for the period 01.12.2011 to 30.11.2012.

6. Secondly, the very fact that there was a cutting on the date, on the cover note, showing the period of insurance to be from 01.12.2011 to 31.12.2012, an inference can be drawn that there was some connivance between an official of the Insurance Company and the appellants, for getting the date changed after the accident, on the cover note.

This is specifically so as an insurance policy covering an insured vehicle, is always issued for a period of one year (12 months) and not for 13 months.

Even presuming that due to some reason, the insurance policy may have been issued for 13 months initially, it could not be shown by learned counsel that premium for 13 months, instead of the normal premium for a period of one year, was paid by appellant No.2 to respondent No.4. That not being the case, there can be no doubt that the insurance policy issued for the period 01.12.2011 to 30.11.2012 was a valid and correctly issued policy.

Hence, I find no fault with the reasoning adopted by the learned Tribunal, to the effect that the cover note issued on 01.12.2011, showing a period of 13 months (including December 2012) to be the period of insurance of the insured vehicle, cannot enure to the benefit to the appellants, the cover note having expired 60 days after its issuance and the actual insurance policy having been issued only w.e.f. 01.01.2013, even if it is presumed that there was no connivance and the cover note was actually issued for 13 months initially.

This is especially so, because if the policy was actually intended to be for 13 months, the appellants raised no grievance with the Insurance Company at the time of issuance of the policy itself (after expiry of the period of the cover note) that the policy should have been issued for 13 months and not 12 months, as per any agreement to that effect. Thus, with the actual policy having replaced the cover note, at least after the period of expiry of validity of the cover note on 31.01.2012, and the accident having taken place on 17.12.2012, no benefit of the cover note can be taken by the appellants.

7. For the reasons given above, I find no merit in this appeal, which is consequently dismissed, with no order as to costs.

**CM Nos.4313-CII of 2016 and 4314-CII of 2016**

8. With the appeal having been dismissed on merits, the applications seeking exemption from depositing the statutory amount of Rs.25,000/- and condoning the delay of 216 days in filing the appeal respectively, are rendered only academic in nature and are therefore, disposed of without considering the merits thereof.

**(AMOL RATTAN SINGH)**
**JUDGE**

**04.03.2016**
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