IN THE HIGH COURT FOR THE STATES OF PUNJAB AND HARYANA AT CHANDIGARH

FAO No.5666 of 2013 (O&M)
Date of Decision.03.02.2016

United India Insurance Company Limited ....Appellant

Vs.

Harpreet Singh and others ......Respondents

Present: Ms. Swati Sharma, Advocate
for the appellant.

Mr. Anil Chawla, Advocate
for respondent No.2.

Mr. Subhash Goyal, Advocate
for respondent No.4.

CORAM:HON'BLE MR. JUSTICE K. KANNAN

1. Whether Reporters of local papers may be allowed to see the judgment ?
2. To be referred to the Reporters or not ?
3. Whether the judgment should be reported in the Digest?

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K. KANNAN J. (ORAL)

1. The insurance company is on appeal that there was no valid policy of insurance at the date of accident. The accident had taken place on 12.07.2009. Originally, the claimants had not made the insurer a party and had merely made reference to the fact that the insurer will be made party as and when details are furnished. The owner gave the details of the insurance company, who is the present appellant, as an insurer of the vehicle and on that basis, the impleadment had been ordered. The Tribunal failed to take note of the fact that without actual proof of current policy during the relevant time, the owner could not have secured indemnity.

2. On the previous hearing, I directed the insured to give

affidavit that there was no policy of insurance in respect of his vehicle which was involved in the accident. The respondent-owner has himself filed the cover note which is issued for a period from 23.04.2007 to 22.04.2008. Admittedly, this does not cover the date of the accident. The liability cast on the insurer is erroneous and it is set aside. The liability shall be fastened on the owner and driver of the vehicle involved in the accident jointly and severally.

3. The appeal is allowed on the above terms.

(K. KANNAN)
JUDGE

February 03, 2016
Pankaj*