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

FAO No.6056 of 2013 (O&M)

Date of decision : 08.01.2016

Shri Ram General Insurance Company Ltd.

......Appellant

Versus

Dalijodh Singh @ Daljot Singh and others

...Respondents

CORAM : HON'BLE MR. JUSTICE DARSHAN SINGH

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

Present: Mr. Tajender K. Joshi, Advocate for applicant-appellant.

****

DARSHAN SINGH, J.

CM-24941-CII-2013

This is an application filed by the appellant-appellant for condonation of delay of 124 days in filing the present appeal.

Heard on the application.

As per the grounds mentioned in the application, the delay occurred as the file containing copy of the impugned award and other relevant papers was misplaced in the office of the appellant and was traced out only on 06.11.2013.

In view of the reasons mentioned in the application, the application for condonation of delay is hereby allowed.

<u>FAO No.6056 of 2013</u>

2. Shri Ram General Insurance Company Limited has preferred this appeal against the award dated 02.05.2013 passed by the learned Motor Accidents Claims Tribunal, Amritsar (hereinafter called the 'Tribunal'), vide which the claim petition filed by respondent No.1 for grant of compensation has been allowed and compensation to the tune of Rs.4,06,000/- was awarded on account of death of Smt. Sukhjinder Kaur, the mother of respondent No.1-claimant on account of her death as a result of injuries received in the motor vehicular accident, which took place on 05.07.2011.

3. The order passed by this Court at the motion stage shows that the appeal of the appellant-Insurance Company against respondent No.1 qua the quantum of compensation was dismissed. The notice of motion was issued to respondents No.2 & 3 only qua liability on the ground that the route permit was not produced by the owner and the driver of the vehicle in question.

4. It is the settled principle of law that the burden is always on the insurer to establish the violation of the terms and condition of the insurance policy.

5. From the perusal of the impugned award it comes out that the appellant has not led any evidence to discharge its burden and to establish that any of the term and condition of the insurance policy has been violated by respondent No.2 the insured. In the absence of any

evidence adduced by the appellant, there is no substance in the contentions raised by learned counsel for the appellant that the insured has violated the terms and conditions of the insurance policy on account of route permit.

6. Thus, I do not find any illegality in fastening the liability on the appellant insurance company by the learned Tribunal.

7. Consequently, the present appeal has no merits and the same is hereby dismissed.

08.01.2016 **(DARSHAN SINGH)**
sunil yadav **JUDGE**