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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP No.16659 of 2017
Date of decision:31.07.2017

Bharti AXA General Insurance Co. Ltd. …Petitioner

Versus

The Permanent Lok Adalat and another ...Respondents

Coram: Hon'ble Mr. Justice Rakesh Kumar Jain

Present: Mr. Shakti Paul Sharma, Advocate,
for the petitioner.

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Rakesh Kumar Jain, J. (Oral)

The petitioner has challenged the order passed by the Permanent Lok Adalat (Public Utility Services), Karnal, on an application filed by respondent no.2 under Section 22-C of the Legal Services Authorities Act, 1987. The finding recorded by the Permanent Lok Adalat against the petitioner is as under:-

> "The petitioner has taken a special plea in para no.1 of the petition that he had purchased the insurance policy at Karnal. The respondent no.2 did not deny this fact specially and admitted that the insurance policy of the Innova car which was purchased by the petitioner vide cover note no.31217915, commencing from 23.01.2012 to 22.01.2013. The fact that the policy was purchased at Karnal has not been denied or accepted. Sh. Vinod Chopra has been impleaded as respondent no.1 being agent of the insurance company. Said Vinod Chopra resides at Karnal and also carries on his own business at this place and it is a specific case of the petitioner that he had purchased the insurance policy through Vinod Chopra at Karnal. The respondent no.2 did not take any pain to contest these facts. It has not been denied that Vinod

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> Chopra was not its agent or that he does not carry on his business from Karnal or that he had never sold the insurance policy to the petitioner at Karnal. The respondent no.2 has been maintaining silence on this fact and has been very evasive. Even in preliminary objection no.3 taken in written statement where territorial jurisdiction of this adalat has been questioned, it has not been mentioned that the policy was not purchased at Karnal. It was simply alleged that the claim was processed and repudiated at New Delhi. Repudiation of the claim at New Delhi does not bar this adalat to adjudicate this dispute. Further, petitioner has given an affidavit that he had purchased the policy through Vinod Chopra at Karnal while on the other hand, the affidavit filed on behalf of respondent no.2 is silent on this fact. This all leads to the inference that the petitioner had purchased the insurance policy of his Innova Car at Karnal through agent Vinod Chopra (respondent no.1). As such, a part of cause of action arose at Karnal and hence, this court at Karnal has the territorial jurisdiction to entertain this dispute.
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> 11. As a result of our above discussion, we hold that the petitioner is entitled to get an amount of Rs.4,11,271/- spent by him on the repair of his insured damaged vehicle vide bills Ex.P18 and Ex.P23. As regards to the amount of Rs.4,850/- spent on purchase of battery vide Ex.P25, to our mind the petitioner is not entitled to get that amount. Further, regarding the bill Ex.P24 for a sum of Rs.30,450/- as parking charges, we find it proper if an amount of Rs.15,000/- is assessed for that purpose and, thus, we come to the conclusion that the petitioner is entitled to get a total sum of Rs.4,26,000/- (round figure) from the respondent no.1 as compensation for expenses incurred on the repair of the insured damaged Innova Car. The petitioner is further entitled to Rs.5,500/- as litigation charges. This total awarded amount of Rs.4,31,500/- (Rupees Four Lcas thirty one thousand five hundred only) would be paid by respondent no.2 to the petitioner within a period of two months from the date of award, failing which the petitioner would be entitled to receive interest @ 9% per annum on the awarded from the date of award till payment."

The only argument raised by counsel for the petitioner is that the previous policy obtained by respondent no.2 was not genuine. However, it is not denied that the present policy obtained by respondent no.2 from the petitioner was in order and there was nothing wrong in it, respondent no.2 paid the premium and his risk was also covered.

Counsel for the petitioner has failed to satisfy this Court with the support of law that if the earlier insurance policy from a different insurance company was not genuine, then the present insurance company would not be liable.

Thus, I do not subscribe to the argument raised by learned counsel for the petitioner and consequently, the present petition is hereby dismissed, being denuded of any merit, though without any order as to costs.

July 31, 2017 **(Rakesh Kumar Jain)**
vinod* **Judge**

Whether speaking / reasoned: Yes/No

Whether Reportable: Yes/No