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

FAO No.4625 of 2014
Date of Order: 11.07.2017

Mukesh Kumar

....Appellant

Versus

Kulwant Singh and Ors.

....Respondents

CORAM: HON'BLE MR. JUSTICE JASWANT SINGH

Present: Mr. Madan Gupta, Advocate for the appellant.

Mr. Binat Sharma, Advocate for
Mr. A.S. Sidhu, Advocate for respondent No.8-
National Insurance Company.

JASWANT SINGH, J (ORAL)

Appellant-Mukesh Kumar is the owner of Tata Truck bearing No.HR 46B-0289 (hereinafter to be referred as "offending vehicle"). Said offending vehicle was involved in an accident on 24.2.2004 in which the Cleaner-Gurjant Singh while loading the goods on the Truck with plastic sheets (Tirpal) fell down, as a result he succumbed to the multiple injuries suffered by him on 18.12.2005. His LRs filed a claim petition under Section 10 of the Employees Compensation Act, 1923 (for short "the Act") before the Commissioner, Workmen Compensation Act, Circle Kurukshetra (for short "the Commissioner"). Learned Commissioner vide order dated 05.3.2010 directed the appellant-owner/Mukesh Kumar to deposit total amount of Rs.4,29,940/- as compensation along with interest.

Present first appeal has been filed along with an application for condonation of 1518 days' delay in filing the present appeal.

Upon notice to respondent No.8-National Insurance Company only, reply has been filed.

It is averred that the awarded compensation stands deposited before the Authority under the Act.

By filing the present appeal, an effort is being made to invoke the vicarious liability of the Insurance Company by asserting that an Insurance Policy for the offending Truck for the period w.e.f 20.11.2003 till 19.11.2004 was operational. Reliance is being placed on the Insurance Cover note dated 19.11.2003 (A.1), whereby a premium is stated to have been paid. However, no Insurance Policy for the said period has been placed on record.

Heard learned counsel for the parties and perused the paper book with their able assistance.

It is not in dispute that apart from the Insurance Cover Note (A.1), no Insurance Policy for the said period, pursuant to the cover note was ever issued by the Insurance Company. It is also not in dispute that the Insurance Cover Note is valid only for a period of 30 days, therefore, even if the Cover Note was to be treated as legal document, still the date of the accident was not at all within the zone of the operation of the said Cover Note.

In these circumstances, no ground for condonation of delay as aforesaid is made out.

Dismissed.

July 11, 2017 **(JASWANT SINGH)**
manoj **JUDGE**

Whether speaking/reasoned: Yes/No

Whether Reportable : Yes/No