IN THE HIGH COURT OF PUNJAB AND HARYANA AT

CHANDIGARH.

CWP 879 of 2017

Date of Decision: February 20, 2017

Oriental Insurance Company Ltd.

…..Petitioner

Vs.

Harpreet Singh and anr.

…..Respondents

CORAM: HON'BLE MR. JUSTICE M.M.S. BEDI.

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Present:- Mr.Satpal Dhamija, Advocate
for the petitioner.

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M.M.S. BEDI, J.

Vide order annexure P-1 dated August 1, 2016 passed by Permanent Lok Adalat for Public Utility Services, Patiala, the petitioner Insurance Company has been directed to pay a sum of Rs.2,46,795/- to respondent No.1 along with interest @ 9% per annum on account of Tata Tipper belonging to respondent No.1, which was comprehensively insured with the petitioner Company for a sum of Rs.16 lacs against premium of Rs.21055/- having damaged on account of overturning while it was stationary and was unloading road mixture, the tyres of rear left side having given way had lost balance.

The main contention of counsel for the petitioner is that the vehicle was insured vide Policy annexure P-4 under category of Miscellaneous Class D Vehicle Package Policy which was subject to IMT endorsement IMT 47 which does not cover the loss or damage resulting from overturning arising out of the operation as a tool of such vehicle

I have heard counsel for the petitioner and considered IMT 47 which reads as follows:-

> "IMT 47. **MOBILE CRANES/ DRILLING RIGS/ MOBILE PLANTS/ EXCAVATORS/ NAVVIES/ SHOVELS/ GRABS/ RIPPERS**.
>
> It is hereby declared and agreed notwithstanding anything to the contrary contained in this Policy that in respect of the vehicle insured the Insurer shall be under no liability-
>
> a) Under Section I of this Policy in respect of loss or damage resulting from overturning arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached thereto except for loss or damage arising directly from fire, explosion , self ignition or lightening or burglary, housebreaking or theft.
>
> b) Under Section II except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988, in respect of liability incurred by the insured arising out

of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached thereto.”

I have also carefully gone through the policy annexure P-4. Though it is mentioned in the policy that it is subject to IMT 47 but neither the IMT 47 has been printed in the policy nor it has been attached therewith. Mere mentioning that details of IMT endorsements are available on internet is not sufficient to avoid liability under the Insurance Act.

A similar question has already been dealt with by this Court in CWP No.825 of 2017-Oriental Insurance Company Ltd. Vs. Shamiksha Dua and another, dismissed vide order of even date. The facts of the present case are similar as the facts of CWP No. 825 of 2017.

This petition is accordingly dismissed in the same terms as CWP No. 825 of 2017, decided today.

February 20, 2017 (M.M.S.BEDI)
sanjay JUDGE

Whether speaking/ reasoned:	Yes/ No.
Whether reportable:	Yes/No.