

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH.

CWP 901 of 2017

Date of Decision: February 20, 2017

Oriental Insurance Company Ltd.

.....Petitioner

Vs.

Gurmeet Kaur and another

.....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.

The petitioner-Insurance Company has challenged the order annexure P-1 dated August 1, 2016 passed by Permanent Lok Adalat for Public Utility Services, Patiala, granting a sum of Rs.55537/- to respondent No.1 as the insured vehicle which was a Tipper got unbalanced and overturned/ tilted towards its right side while it was stationary and unloading the sand mixed with stones, resulting in the loss.

Counsel for the petitioner has vehemently contended that no doubt the Surveyor has assessed the loss but the same is not payable to respondent No.1 as the vehicle in question was insured vide insurance

policy, copy of which has been appended as annexure P-4, under the category of Miscellaneous Class D Vehicle Package Policy subject to IMT 47 which does not cover the loss or damage resulting from overturning arising out of the operation as a tool of such vehicle. Reliance has been placed on 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 lightning 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.”

With the assistance of counsel for the petitioner, I have gone through the policy to find that the IMT endorsements i.e. IMT 47 has neither been printed nor attached with the insurance policy. It was never relied upon in the reply filed by the petitioner Company.

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, decided 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
sanjay

(M.M.S.BEDI)
JUDGE

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