IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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RSA No.4958 of 2017 (O & M)
Date of decision :26.10.2017

Reliance General Insurance Company Limited ...Appellant

Versus

Ghan Shyam Dass and another ...Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Paras Money Goyal, Advocate
for the appellant.

ANIL KSHETARPAL, J.(Oral)

CM No.13050-C-2017

For the reasons stated in the application, which is duly supported by an affidavit, delay of 24 days in filing the appeal is condoned.

Application is allowed.

Main Case

Defendant-Insurance Company is in appeal against the concurrent findings of fact arrived at by the Courts below.

Plaintiff had filed a suit for recovery of Rs.10,46,000/- qua theft of the vehicle owned by him, which was insured with the defendant-appellant.

It is not in dispute that the vehicle was insured qua theft during the period when vehicle was stolen. Plaintiff after trying to locate the vehicle ultimately got an FIR registered i.e. FIR No.358 dated 17.11.2009.

Both the Courts on appreciation of evidence have found that the vehicle was stolen. Plaintiff had got insured his vehicle against theft and, therefore, defendant-appellant is liable.

Learned counsel for the appellant has vehemently argued that since there is a delay of 35 days in registeration of FIR, therefore, terms of the policy have been violated. He has referred to Clause 1 of the Policy, which has been extracted in the grounds of the appeals, which reads as under:-

> *"1. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental loss or damage and in the event of any claim and thereafter the insured shall given all such information and assistance as the Company shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution Inquest or Fatal Inquiry in respect of any occurrence which may give rise to a claim under this policy. In case of theft or criminal act which may be the subject of a claim under this policy the insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender."*

Learned counsel has drawn the attention of the Court to last three lines of the Clause 1, which provide that in case of theft, the insured shall give immediate notice to the police. He submits that since immediate notice was not given to the police, therefore, the terms of policy have been violated.

I have considered the submission, the word immediate has to be interpreted depending upon the facts and situation of a case. The immediate word cannot mean that it has to be at that very moment. In the present case, there was a theft of vehicle. Plaintiff has specifically pleaded that he made efforts at his own level to search the vehicle. After having failed to locate the vehicle, he got the FIR registered. It may further be noticed that even the police was unable to search the vehicle and filed an untraced report in the Court.

It is not a case where a false claim has been lodged. Both the Courts have examined the facts of the case and have found that the claim lodged by the plaintiff is genuine and indeed there was a theft of vehicle.

Taking into consideration the aforesaid facts, this Court does not find any good ground to interfere with the concurrent findings of fact arrived at by the Courts below.

Hence, this regular second appeal is dismissed.

26.10.2017 **(ANIL KSHETARPAL)**
sheetal **JUDGE**

Whether Speaking/reasoned : Yes
Whether Reportable : No