$~R-330

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Decided on: 13th October, 2017

\+ MAC APPEAL No. 395/2011

RELIANCE GENERAL INSURANCE CO. LTD..... Appellant
Through: Mr. Pankaj Seth & Mr. Shoumik Mazumdar, Advs.

versus

NEETU & ORS. ..... Respondents
Through: Mr. S.N. Parashar, Adv. for R-1 to 3.

CORAM:
HON'BLE MR. JUSTICE R.K.GAUBA

JUDGMENT (ORAL)

1. By its judgment dated 05.02.2011 in accident claim case (MAC 544/10/08) which was instituted on 13.10.2006 by the first to third respondents seeking compensation on account of death of Shyam Singh in a motor vehicular accident that had occurred on 02.10.2006 due to negligent driving of car bearing registration no. DL 8CK 4030, the liability was fastened against the appellant insurance company (insurer), rejecting its plea that the cover note bearing no. 772324 dated 29.09.2006 issued under the signatures of its agent Jatinder had been falsely manufactured due to collusion with the fourth respondent (the owner of the vehicle in question) by playing fraud and misrepresentation.

2. The insurer by the appeal at hand questions the finding returned by the Tribunal rejecting its above-mentioned defence fastening the liability to pay the compensation thereby determined upon it.

3. Having heard the learned counsel for the insurer and for the claimants and having gone through the Tribunal's record, this Court finds no substance or merit in the appeal. The findings returned by the Tribunal on the above noted issue do not call for any interference. The Tribunal has set out sound reasons for reaching such conclusions including the fact that the booklet containing the cover note in question had been withheld, the production whereof would have substantiated the plea of ante-dating. The insurance company relied mainly on the report of investigator (Lamba Associates) proved through witness R2W3 whose testimony brought out that the investigation was not carried out entirely by him but through certain other persons who were not examined. The agent in question (Jatinder) has not been called upon to give his explanation nor any action taken against him on such account by the insurer. The alleged manipulation of the dates of the previous insurance cover which statedly had lapsed in June, 2006 is inconsequential. The cover note in question concededly was issued by the agent of the insurer during the course of such engagement as an agent. The principal is bound by the acts of the agent. The evidence showing collusion or fabrication is on shaky grounds.

4. The appeal is, therefore, dismissed.

5. The insurance company had deposited the entire awarded amount in terms of order dated 06.05.2001 and 75% thereof was allowed to be released to the claimants. The balance held back in fixed deposit receipt shall also now be released to the claimants in terms of the impugned judgment.

6. The statutory amount shall be refunded to the appellant.

R.K.GAUBA, J.

OCTOBER 13, 2017
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