

In the High Court of Punjab and Haryana at Chandigarh

CR No.8621 of 2017(O&M)
Date of decision: 07.09.2018

Monika**Petitioner**
Versus
Gurmeet Singh and others**Respondents**

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. Sahil Khunger Advocate
for the petitioner.

Mr. Labh Singh, Advocate
for respondents No.1 and 2.

RAJ MOHAN SINGH, J.(Oral)

[1]. Petitioner has challenged the order dated 19.08.2017 passed by Civil Judge (Junior Division), Patiala, vide which the application filed by the petitioner under Order 1 Rule 10 CPC for impleadment of United India Insurance Company Limited as party defendant was dismissed.

[2]. Suit for damages on account of medical negligence was filed by the plaintiffs/respondents No.1 and 2 against defendant No.2/petitioner. During pendency of the suit, an application was filed by defendant No.2/petitioner for impleadment of United India Insurance Company Limited with whom the clinic of the petitioner was insured. In case of any liability, the insurance company is liable to reimburse the liability of the insured.

[3]. The application was dismissed by the trial Court on the ground that the petitioner has placed on record the copy of his professional indemnity policy and the same was valid from

06.03.2011 to 05.03.2012 midnight. The policy was statedly expired on 05.03.2012 and therefore, the relationship between the insurance company and the insured came to an end on 05.03.2012 itself. Due to severance of relationship, the application was dismissed.

[4]. Learned counsel for the petitioner submitted that policy was valid from 06.03.2011 to 05.03.2012. The ultrasound report was dated 26.08.2011 and child was born on 16.09.2011. On both the aforesaid dates, the risk was covered.

[5]. At this stage, without embarking upon merits of the case, in my considered opinion, United India Insurance Company Limited can be impleaded as party defendant No.6 in the pending suit to which learned counsel for the respondents has no objection. The added defendant would be entitled to contest the suit on merits by filing the written statement.

[6]. At this stage, without meaning anything on merits of the case, United India Insurance Company Limited is ordered to be impleaded as party defendant, leaving it to file its written statement and contest the suit on merits.

[7]. Disposed of.

September 07, 2018
Prince

(RAJ MOHAN SINGH)
JUDGE

Whether reasoned/speaking

Yes/No

Whether reportable

Yes/No