IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP-14683-2015 (O&M)
Date of Decision:-19.12.2018.

Yage Pal

.....Petitioner

Versus

Permanent Lok Adalat Bhiwani and others

......Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA

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Present: Mr. B.K. Bagri, Advocate for the petitioner.

None for respondent Nos.2 and 3.

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<u>ARUN MONGA, J. (Oral)</u>

1.) Present petition has been filed impugning the award dated 13.11.2014 (Annexure P-8) passed by the learned Lok Adalat whereby claim of the petitioner has been repudiated which was towards loss of rims of his truck in a partial theft while the truck was parked outside his residence. In the said partial theft, the tyres along with rims were stolen and as per the version stated in the FIR, the vehicle was left undamaged by putting bricks in place of the tyres after removing the same. The learned Lok Adalat has placed reliance on the exclusion clause of the Insurance Policy which is extracted hereinbelow:-

> *"The company shall not be liable to make any payment in respect of*
>
> *(a) Consequential loss, depreciation, wear and tear, Mechanical or electrical breakdown, failures or breakages Nor for damage caused by overloading or strain of the Insured vehicle nor for loss of or damage of accessories by burglary, house breaking or theft unless such insured vehicle is stolen at the same time."*

2.) Learned counsel for the petitioner has placed a strong vehemence on the argument that while repudiating the claim the tyres/rims of the vehicle were held to be accessory lost during the burglary/partial theft and owing to which the said exclusion clause has been wrongly applied. He contends that the tyres/rims of the vehicle are not an accessory and the basic necessity for any vehicle to be plied on roads. On perusal of the impugned award dated 13.11.2014 (Annexure P-8), I am of the view that the said argument of the learned counsel for the petitioner is misplaced in view of the fact that the learned Lok Adalat nowhere upheld the repudiation on the ground that the tyre/rims are an accessory. On the other hand perusal of the exclusion clause which in fact was the sole reason of upholding the repudiation clearly reflects that the insurance company shall not be liable to make any payment in respect of consequential loss or for loss of any damage or theft unless the vehicle insured has also been stolen at the same time. It is the conceded case of the petitioner that the vehicle was not stolen but it was only the tyres and the rims which were taken away at the time of burglary, thus, causing a consequential loss and damage. That being the position, I am of the view that there is no error or illegality in the award of the learned Lok Adalat upholding the repudiation of the claim of the petitioner as the exclusion, ibid, is applicable to the case.

3.) Accordingly, the present writ petition is dismissed.

4.) No order as to cost.

(ARUN MONGA)
JUDGE

December 19, 2018.
sandeep

Whether speaking/reasoned:- Yes / No

Whether Reportable:- Yes / No.