IN THE HIGH COURT FOR THE STATES OF PUNJAB AND HARYANA AT CHANDIGARH

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CWP No.13306 of 2018
Date of Decision:24.05.2018

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Jatinderpal Kaur

. . . . . Petitioner

Vs.

Permanent Lok Adalat, Public Utility Services, Mohali and others

. . . . . Respondents

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CORAM: HON'BLE MR.JUSTICE RAKESH KUMAR JAIN

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Present: - Mr. Manoj Vashishtha, Advocate,
for the petitioner.

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RAKESH KUMAR JAIN, J.

This petition is directed against the order dated 7.9.2017 passed by the Permanent Lok Adalat, Public Utility Services, Mohali [for short 'the PLA'] by which an application filed by the petitioner under Section 22-C of the Legal Services Authorities Act, 1987 [for short 'the Act'] has been dismissed.

In brief, one Honda Civic Car bearing chassis No. MAKFD152ABN400947, engine No. R18A17403003 and Registration No.PB-12N-7100 was purchased by Surinderpal Singh husband of the petitioner, which was financed on 21.7.2011 by the HDFC Bank Limited and insured with respondent No.2. Surinderpal Singh died on 19.10.2011. The insurance policy of the car was renewed regularly by the petitioner. The policy in question was taken by the petitioner on 24.3.2013 which was valid upto 23.3.2014. The car met with an accident on 26.11.2013 in respect of which the petitioner lodged the FIR with the Police Station Dera Bassi on 26.11.2013. The petitioner filed the claim for the damage to the car to respondent No.2 on 9.12.2013. The respondent No.2 repudiated the claim of the petitioner on 19.1.2015 on the ground that the policy was purchased on 24.3.2013 in the name of Surinderpal Singh without disclosing the fact to it that he has already died which amounts to the suppression of material fact. The claim was repudiated also on the ground that there could not be a contract with a person who is no more in this world. At one point of time, the PLA tried to settle the dispute between the parties by way of conciliation but after its failure, the matter was decided on merits against the petitioner on the ground that she had never informed respondent No.2 about the death of her husband Surinderpal Singh. It is a case of respondent No.2 that as per condition No.9 of the insurance policy class-I heirs are given breathing time to get the RC transferred in their name within 3 months and get the insurance policy transferred in their name but no such effort was made by the petitioner.

Learned counsel for the petitioner has submitted that the petitioner, after the death of her husband on 19.10.2011, was taken to USA by her sons and she had returned in the month of September, 2013, therefore, neither the RC was transferred in her name nor the insurance policy.

However, it is not denied that the insurance policy was renewed on 24.3.2013 which was valid upto 23.3.2014 and the accident took place on 26.11.2013. If the petitioner was in USA till September 2013 then how the policy was renewed is a big question.

Learned counsel for the petitioner has answered this question that the premium of the insurance policy was paid by the brother of the petitioner but the fact remains that it was not disclosed to respondent No.2 that Surinderpal Singh had already expired on 19.10.2011 in whose name the policy was purchased. Actually, the policy could not have been taken in the name of any other person because the RC is still in the name of Surinderpal Singh and it was not transferred in the name of the petitioner, therefore, the petitioner conveniently concealed this fact from respondent No.2, who has repudiated the claim of the petitioner on the basis of the RC produced before it. It was the duty of the petitioner to bring to the notice of respondent No.2 that they are going to enter into a contract with a dead person because Surinderpal Singh had expired on 19.10.2011 and the insurance policy was obtained on 24.3.2013. The entire fault is on the part of the petitioner, who could have obtained the policy in her name by way of transfer of registration in her name after following the due procedure provided in the Motor Vehicle Act, 1988.

Thus, the argument of the petitioner that it is the vehicle which is insured and not the person would not apply in this case and hence, the present petition is hereby dismissed though without any order as to cost.

(RAKESH KUMAR JAIN)
JUDGE

24.05.2018
Vivek

Whether speaking /reasoned : Yes/No
Whether Reportable : Yes/No