IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP-25445-2014 (O&M)
Date of Decision:-22.11.2018.

Satpal

.....Petitioner

Versus

The New India Assurance Company Limited Kath Mandi, Rewari (Haryana) and others

......Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA

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Present: Ms. Pratibha Yadav, Advocate for the petitioner.

Mr. Nitin Gupta, Advocate for respondent Nos.1 and 2.

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

Present petition has been filed impugning the order Annexure P-3 passed by the learned Permanent Lok Adalat Public Utility Services, Rewari whereby the Lok Adalat has upheld the rejection of the claim arising out of accident by the Insurance Company-respondent No.1. The insurance claim was rejected on the ground that the policy of the insurance company does not cover the claims arising out of accident wherein vehicle has not been granted requisite permit under the Motor Vehicles Act. It is an admitted case that the vehicle was purchased on 31.05.2012 and the accident took place on 25.06.2012 and on the date of accident, the requisite permit had not been yet issued. However, it is contended by the learned counsel for petitioner that petitioner's case throughout has been that on the date of accident, the vehicle had to be utilized in medical emergency to take the sister-in-law of the petitioner to hospital and on the way near village Shyam Nager suddenly a stray animal/*Neel Gai* (blue bull) came in front of the insured vehicle. In the process to avoid collision, the car went off the road and hit the tree and got damaged. The said contention has also been duly noted by the learned Lok Adalat. However, the same has not been dealt with vide impugned order. As per the surveyor report Annexure P-8 which is an admitted document of the respondent Insurance Company, relied for the purposes of rejecting the claim of the petitioner, it has clearly recorded qua the nature of the accident as below:-

> ***"12. <u>CAUSE AND NATURE OF ACCIDENT</u>***
>
> *As reported in the FIR & explained by the insured that "at the time of accident IV was being used by his driver Mr. Mukesh and he was going with his family to admit his sister in law in hospital. On the way near village Shyam Nagar suddenly a stray animal (Neel Gay) came in front of insured car, in process to avoid collision insured car got uncontrolled, went off the road and hit with a tree. Thus the insured care got damaged from front portion."*

Furthermore, the said surveyor while making his conclusions on the above cause and nature of accident has observed as below:-

> ***<u>OBSERVATION:</u>***
>
> 1. *The subject vehicle was purchased by the insured vide bill No.260 dated 31/05/2012 from M/s Techno Automobiles, Delhi. (Copy enclosed).*
> 2. *Its documents were submitted to RTO Rewari for Registration on 12/06/2012 vide Fee Receipt No.051 which is within 30 days of the date of purchase. (Copy enclosed).*

> *3. <u>It meet with an accident on 25/06/2012 while taking a relative to hospital under emergency circumstances.</u>*
> *4. The insured did not pursue the registration certificate matter with the RTO after it met with an accident.*
> *5. We wrote a letter dated 21/09/2012 to the insured for producing the original Registration Certificate for our verification which he submitted in original which is dated 24/09/2012.*
> *6. The Registration Certificate as well as Driving License of Sh. Mukesh Chander has been verified from LA cum RTA Rewari and found in order. (Verified copies attached herewith).*
> *7. The subject damaged vehicle was first inspected by us on 10/07/2012 and again a joint inspection was conducted on 18/09/2012 alongwith Sh. D.K. Arora, Sr. Divisional Manager at the same place in Rewari and his inspection report is enclosed herewith."*

2.) It is thus a conceded position of insurance company that the registration documents of the vehicle were submitted to the RTO on 12.06.2012. Before the formal registration document could be received from the vehicle had to be used in medical emergency on 25.06.2012. Subsequent to the said medical emergency the registration certificate of the vehicle was received and as per surveyor report, ibid, the same is in order. The said findings of the surveyor have not been disputed at any stage.

3.) The question now arises that should one rather let a human life be put in a jeopardy for the fear that vehicle ought not to be used for lack of having received registration certificate from RTO despite having submitted all documents. In such a medical emergency, sagacity warranted what the petitioner did and ought to have done. It is not the case of insurance company that the petitioner acted against prudence. But yet the claim has been rejected on technical grounds and even the said technical grounds also do not stand the scrutiny of law as would be borne out hereinafter. It is the contention of the learned counsel for petitioner that petitioner's case is covered by Section 66 (3) (c) of the Motor Vehicles Act which is extracted below:-

> ***66. Necessity for Permits.*** *-(1) No owner of a motor vehicle shall use or permit the use of the vehicle as a transport vehicle in any public place whether or not such vehicle is actually carrying passengers or goods save in accordance with the conditions of a permit granted or countersigned by a Regional or State Transport Authority or any prescribed authority authorizing him the use of the vehicle in that place in the manner in which the vehicle is being used:-*
>
> *Provided that a stage carriage permit shall, subject to any conditions that may be specified in the permit, authorise the use of the vehicle as a contract carriage:*
>
> *xxxxx*
>
> *(2) xxxxx*
>
> *(3) The provisions of sub-section (1) shall not apply -*
>
> *(a) xxxx*
>
> *(b) xxxx*
>
> *(c) to any transport vehicle used solely for police, fire brigade or ambulance purposes.*
>
> *(d) to (j) xxxxx*
>
> *(k) to any transport vehicle which has been temporarily registered under section 43 while proceeding to any place for the purpose of registration of the vehicle;"*

4.) From a bare reading of Section 66 (3) (c) *ibid*, it is clear that regardless of the terms and conditions of the policy, the same cannot prevail on the statutory provision relied on by the learned counsel for the petitioner being an admitted position that the vehicle was being used for medical emergency for ambulance purposes to take the sister-in-law of the petitioner to hospital, the case is totally covered by the above provisions. In these circumstances, impugned order Anneuxre P-3 is set aside and respondent No.1 is directed to consider the claim of the petitioner afresh and process the claim in accordance with law.

5.) Petition stands allowed.

(ARUN MONGA)
JUDGE

November 22, 2018.
sandeep

Whether speaking/reasoned:- Yes / No

Whether Reportable:- Yes / No.