IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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CWP No.23168 of 2018
Date of Decision:12.09.2018

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Oriental Insurance Company Ltd.

. . . . . Petitioner

Vs.

Sunil Kumar and another

. . . . . Respondents

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CORAM: HON'BLE MR.JUSTICE RAKESH KUMAR JAIN

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Present: - Mr.Satpal Dhamija, Advocate,
for the petitioner.

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RAKESH KUMAR JAIN, J.

The petitioner is the insurance company, who has challenged the order dated 8.1.2018 passed by the Permanent Lok Adalat (Public Utility Services), Karnal [for short 'the PLA'].

In brief, respondent No.1 is running a shop of pesticides under the name and style of M/s Shree Ganesh Traders. He obtained insurance policy, valid from 09.3.2015 to 8.3.2016, for a stock valued at ₹10,00,000/-, after the payment of premium. It is alleged that on the intervening night of 29/30.07.2015, a theft was committed in his shop and the matter was immediately brought to the notice of Police Station, Sadar, Karnal on the basis of which formal FIR was registered under Sections 380/357 of the IPC. Though the accused were apprehended but the recovery could not be effected but after the investigation, challan was presented under Section 173 of the Cr.P.C. Intimation was also given to the petitioner, who deputed the investigator. The report was prepared by him but the claim was not allowed. Consequently, respondent No.1 filed an application under Section 22(C) of the Legal Services Authorities Act, 1987 [for short 'the Act'] for the

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recovery of ₹6,37,605/- along with interest @ 18% per annum. The petitioner contested the application on the ground that the theft did not take place in the insured shop. It is alleged that respondent No.1 has shifted to another shop in the adjoining building in the month of April 2015 along with the insured goods, therefore, the claim was not legally sustainable.

The PLA, after the failure of the conciliation proceedings, adjudicated upon the rights of the parties on the basis of the evidence and held that respondent No.1 was entitled to the claim of ₹ 6,37,605/- lakh.

Learned counsel for the petitioner has submitted that the PLA has committed an error in awarding the claim over and above the surveyor report, who has assessed the loss to the tune of ₹3,18,800/- and has further reduced it to ₹1,39,418/-.

I have heard learned counsel for the petitioner and after perusal of record, am of the considered opinion that there is no merit in his arguments.

In this case, the respondent No.1 got the insurance policy of the stock and not the shop. The evidence has been brought on record that respondent No.1 had produced the record of stock as well as the bank entries to show that at the relevant point of time there was sufficient stock of the pesticides. The PLA has rightly observed that there is no reason assigned by the investigator on the basis of which the loss has been assessed by him to the tune of ₹ 3,18,800/- and further reduced to ₹1,39,418/-. The PLA rightly held that it is not a matter pertaining to insurance of machine to seek depreciation rather it was insurance of the stock and the market value of the said stock is to be seen at the time of alleged occurrence of theft etc.

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Thus in view thereof, there is hardly any scope for interference in this petition. Hence, the same is hereby dismissed though without any order as to costs.

(RAKESH KUMAR JAIN)
JUDGE

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

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