

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

CWP No.6743 of 2018
Date of Decision: 19.03.2018

Oriental Insurance Company Limited

. Petitioner

Vs.

Mahavir Singh and another

. Respondents

CORAM: HON'BLE MR.JUSTICE RAKESH KUMAR JAIN

Present: - Mr.Ashwani Talwar, Advocate,
for the petitioner.

RAKESH KUMAR JAIN, J. (ORAL)

This petition is filed by the Insurance Company against the award passed by the Permanent Lok Adalat (Public Utility Services), Karnal [for short 'the PLA'] dated 25.10.2017 by which an application filed by respondent No.1 under Section 22-C of the Legal Services Authorities Act, 1987 [for short 'the Act'] has been allowed.

Learned counsel for the petitioner has vehemently argued that from the perusal of the FIR it is apparent that the vehicle was used on hire. He has then referred to the terms and conditions of the policy pertaining to the clause of limitation to contend that the policy would cover the use of vehicle for any purpose other than hire or reward. The argument of the petitioner is that since it has come in the FIR that the vehicle was being used for hire, therefore, there is a breach of terms and conditions of the policy much less the limitation. He has also submitted that the decision relied upon by the PLA rendered in the case of ***"Amalendu Sahoo Vs. Oriental Insurance Company" 2010 (3) JT 218*** would not be applicable and has referred to the

decisions of the Supreme Court rendered in cases of *“M/s Suraj Mal Ram Niwas Oil Mills (P.) Ltd. Vs. United India Insurance Co. Ltd. and another”* 2010 (10) SCC 567, *“United India Insurance Co. Ltd. Vs. M/s Harchand Rai Chandan Lal”* 2004 (8) SCC 644 and *“Export Credit Guarantee Corpn. Of India Ltd. Vs. M/s Garg Sons International”* 2014 (1) SCC 686.

I have heard learned counsel for the petitioner and after perusal of the record, am of the considered opinion that there is no error in the impugned order as the matter in hand is squarely covered by the decision of the Supreme Court rendered in the case of *Amalendu Sahoo (Supra)* in which similar controversy has arisen because of the use of personal car on hire basis and the insurance company had alleged the violation of the clause of limitation of the insurance policy. On the other hand, the judgments relied upon by counsel for the petitioner are not on the same subject matter and are thus not applicable.

In view of the aforesaid reasons, I am not inclined to interfere in this petition and the writ petition is thus hereby dismissed though without any order as to cost.

19.03.2018
Vivek

(RAKESH KUMAR JAIN)
JUDGE

Whether speaking /reasoned

:

Yes/No

Whether Reportable

:

Yes/No