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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP No.8069 of 2018
Date of decision:02.04.2018

Reena Sofat ...Petitioner

Versus

Union of India and others ...Respondents

Coram: Hon'ble Mr. Justice Rakesh Kumar Jain

Present: Mr. Bhupinder Banga, Advocate,
for the petitioner.

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Rakesh Kumar Jain, J.

The petitioner got her Hyndai i20 car (registration no.PB-13Z-8904) insured from the United India Insurance Company Limited (hereinafter referred to as the "respondent-company") from 12.09.2012 to 11.09.2013. The said car was damaged in the accident occurred on 31.01.2013. Since the claim set up by the petitioner was repudiated by the insurance company, therefore, she had approached the Insurance Ombudsman. There is no dispute that the petitioner had earlier got insurance from New India Assurance Company from 12.09.2011 to 11.09.2012 and got the insurance renewed for the successive period of 12.09.2012 to 11.09.2013 from the respondent-company. At the time of renewal of insurance, she had denied about the claim of damages in respect of the said vehicle for claiming "No Claim Bonus", which has been found to be false because the petitioner had preferred two "Own Damage Claims" under

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the previous policy with the New India Assurance Company and had made a false declaration at the time of obtaining renewal policy from the respondent-company. The Insurance Ombudsman, while taking into consideration the aforesaid facts, upheld the decision of the respondent-company of repudiating the claim set up by the petitioner vide its order dated 07.05.2014.

Learned counsel for the petitioner has submitted that the Insurance Company has violated Clause (f) of the General Regulation No.27 of the India Motor Tariff as it did not collect information within the period of 21 days from the previous insurance company.

I have heard learned counsel for the petitioner and after taking into consideration the aforesaid facts and circumstances, I am of the considered opinion that there is no merit in the present petition because at the first instance, it was for the petitioner to have given the true declaration to the successive insurance company which was admittedly not given because the petitioner, in order to obtain the benefit of “No Claim Bonus”, did not disclose that she had already preferred two “Own Damage Claims” during the previous policy obtained from the New India Assurance Company. Perhaps this may be the reason that the petitioner had changed the insurance company because earlier her vehicle was insured with the New India Assurance Company from 12.09.2011 to 11.09.2012 and then, she obtained the renewal policy from 12.09.2012 to 11.09.2013 from the respondent-company.

Thus, the petitioner cannot take the advantage of Clause(f) of the General Regulation No.27 of the Indian Motor Tariff for committing the act of cheating with the insurance company. Moreover, the present petition is also suffers from the delay and laches as the impugned order was passed as far back

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as on 02.12.2014 and the present petition has been filed on 26.03.2018.

In view of the aforesaid facts and circumstances, there is hardly any reason to interfere in this petition and hence, the same is hereby dismissed, though without any order as to costs.

April 02, 2018 **(Rakesh Kumar Jain)**
vinod* **Judge**

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