**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH.**

**FAO No.8010 of 2017 (O&M)**
**Date of Decision: January 09, 2018.**

Cholamandlam MS General Insurance Company Limited

**..........APPELLANT(s).**

**VERSUS**

Istkar and others

**........RESPONDENT(s).**

**CORAM:- HON'BLE MR. JUSTICE SURINDER GUPTA**

Present: Mr. Punit Jain, Advocate
for the appellant (s).

*******

**<u>SURINDER GUPTA, J.</u>**

This is appeal by Cholamandlam MS General Insurance Company Limited against the award dated 23.03.2017 passed by Motor Accident Claims Tribunal, Karnal (hereinafter referred to as 'the tribunal') awarding compensation of ₹1,01,882/- to respondent No.1 for the injuries suffered by him in a motor vehicle accident, which took place on 05.10.2015 with Vento Car bearing registration No.HR-10X-5313 (later referred to as 'the offending vehicle'), which was insured with the appellant.

Not disputing the quantum of compensation as awarded by the Tribunal, learned counsel for the appellant has argued that accident in this case took place on 05.10.2015. The offending vehicle was insured with the appellant vide insurance policy No.3362/01071043/000/00 for the period from 14.10.2015 to 13.10.2016, as such, the insurance policy did not cover the accident caused on 05.10.2015, as such, the appellant is under no liability to pay the compensation.

The tribunal examined this plea of the appellant on the basis of evidence on record and has observed in para 32 of the award as follows:-

> "Now, it is to be seen whether the offending vehicle was insured with the respondent No.3 on the date of the alleged accident i.e. 5.10.2015 or not. The respondents No.1 and 2 have produced on the file the Motor Proposal Form/cover note issued by the Agent/ representative of the respondent No.3-Insurance Company as Ex.R5. A perusal of this document shows that in this document, the agent code Number has been mentioned as 200677838318 and the premium of insurance of the vehicle No.HR-10X5313 to the tune of Rs.24085/- has been accepted on behalf of the respondent No.3-Insurance company vide cheque No.027443 dated 3.10.2015, the photo copy of which is Ex.R11 on the file and the said vehicle has been insured for the period 4.10.2015 to 3.10.2016. Therefore, vide document Ex.R5, the premium of the Insurance of the vehicle No.HR10X-5313 has been paid by the respondent No.2 vide cheque Ex.R11 dated 3.10.2015 drawn on HDFC Bank. The respondent No.3 has also produced on the file the copy of the Insurance Policy of the vehicle in question as Ex.R2, perusal of which clearly shows that the receipt of the cheque regarding payment of premium of insurance of the vehicle in question has been mentioned as 3.10.2015 and the intermediary name of the agent has been mentioned as Deepak Jain and his code number is mentioned as 200677838318 and similar code number of the agent of the Insurance Company is also mentioned in Motor Proposal Form Ex.R5. Therefore,

> there remains no room of doubt that premium of insurance of the vehicle in question has been paid by the respondent No.2 to the respondent No.3- Insurance company vide cheque dated 3.10.2015 Ex.R11 on the file and the vehicle has been insured for the period from 4.10.2015 to 3.10.2016 as is evident from the perusal of Ex.R5 which has been issued by none-else other than the Agent/representative of the Insurance Company which fact is itself proved from the perusal of the Insurance Policy Ex.R2 on the file produced by the respondent no.3-Insurance company. It is also not the case of the respondent No.3 in the written statement that the motor proposal form/cover note Ex.R5 has not been issued by the Agent/representative of the Insurance company and that it is a forged and fabricated document. Therefore, the submission of the learned counsel for the respondent No.3 that Ex.R5 is not a cover note and rather, is a motor proposal form, is misconceived because the premium of insurance has been paid to the respondent No.3 vide cheque dated 3.10.2015 and the vehicle in question has been insured for the period 4.10.2015 to 3.10.2016. The contract came into force when the premium was paid by the owner (respondent No.2) of the vehicle."

Learned counsel for the appellant could not rebut the receipt of cheque of premium by Mr. Deepak Jain, agent of the insurance company (Code No.200677838318). Even in the insurance policy, date of payment of premium of insurance of offending vehicle has been mentioned as 03.10.2015. This is not disputed that the offending vehicle was earlier insured with another insurance company upto 03.10.2015. It is highly improbable that payment was made on 03.10.2015 vide cheque and the insured had not obtained the cover note of the insurance company.

I find no factual or legal infirmity in the observation of the tribunal that offending vehicle was insured with respondent no.3 on the date of accident, calling for any interference in this appeal.

No other point has been argued in this appeal, which has no merits. Dismissed.

**( SURINDER GUPTA )**
**JUDGE**

**January 09, 2018.**
*Sachin M.*

***Whether speaking/reasoned: Yes/No***

***Whether Reportable: Yes/No***