IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH.

CWP No.31215 of 2018
Date of decision: December 10, 2018

The Oriental Insurance Company Ltd. ...Petitioner

Versus

Shokeen and others ...Respondents

CORAM: **HON'BLE MR. JUSTICE RAJAN GUPTA**

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

<u>Rajan Gupta, J.</u>

Petitioner company has prayed for a writ in the nature of certiorari for quashing of Award dated 02.04.2018, passed by the Permanent Lok Adalat (Public Utility Services), Gurugram, whereby petitioner company has been directed to pay Rs.5,26,000/- to respondent No.1.

Order has been challenged by the Insurance Company on the ground that it was not liable to pay the claim as directed by the Lok Adalat, as intimation of theft of Bolero vehicle was given to it after a delay of eight days, which was in violation of the terms and conditions of the insurance policy.

I have heard learned counsel for the petitioner and given careful thought to the facts of the case.

It appears, respondent No.1 Shokeen got his vehicle i.e. Mahindra Bolero LX MDI TC 2 WD 7 seater, bearing temporary registration No.DL-1TY-9273, Engine No.65079, Chassis No.72893, insured with the petitioner company w.e.f. 31.8.2009 to 30.8.2010. Said vehicle was financed by respondent No.2 Mahindra & Mahindra Financial

Services Ltd. Said vehicle was stolen by some unknown person on 24.9.2009 from Hozrani Malviya Nagar, Delhi. FIR No.503 dated 01.10.2009, under section 379 IPC was got registered in Police Station Malviya Nagar, Delhi regarding theft of the vehicle. The vehicle could not be traced out and the police also submitted untraced report. Respondent No.1 submitted his claim with the insurance company, but same was repudiated. Aggrieved, respondent No.1 filed application under Sections 22-C of the Legal Services Authorities Act, 1987 before Permanent Lok Adalat. The said Forum, vide order dated 02.04.2018, accepted the application, directing petitioner company to pay the aforesaid amount to respondent No.1.

I find no ground to interfere in writ jurisdiction. Admittedly, the vehicle in question was insured with the petitioner company at the relevant time when it was stolen by some unknown person, which could not be traced out. The insurance company repudiated claim of respondent No.1 merely on the ground that there was eight days delay in giving intimation to it. This was not sufficient reason to repudiate claim of respondent No.1. Respondent No.1 might have traced his vehicle at his own and when he failed to trace it out, he intimated the insurance company regarding its theft. The Forum has, thus, rightly directed the petitioner company to pay the assured amount to respondent No.1. The petition is without any merit and is hereby dismissed.

(RAJAN GUPTA)
JUDGE

December 10, 2018
'Rajpal'

Whether speaking / reasoned Yes / No

Whether Reportable: Yes / No