IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

****

CR No.1946 of 2016 (O&M)
Date of Decision: 19.11.2019

Bajaj Allianz General Insurance Company Ltd.

..... Petitioner

Versus

Dropti Devi and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE SUDIP AHLUWALIA

Present: Mr. Rajneesh Malhotra, Advocate
for the petitioner.

Mr. Sunil Panwar, Advocate
for respondent No.5.

Mr. Devender Kumar, Advcate for
Mr. Surinder Dagar. Advocate
for respondent No.6.

SUDIP AHLUWALIA J. (ORAL)

This revision is directed against the impugned order dated 15.01.2016 passed by the Ld. Motor Accident Claims Tribunal, Gurgaon (for short 'the MACT').

2. The petitioner happens to be the Insurer of the Offending Vehicle involved in the compensation claim. After evidence from the claimants' side had been closed and four opportunities for leading defence evidence were granted to the petitioners/respondents, the application for amendment of the original written statement (Annexure P-3) was filed.

3. By virtue of the proposed amendment, the petitioner-Insurance Company wanted to bring on record that there was "*no novation*

of contract between the insured and the answering respondent as no premium has been received in respect of vehicle in question. The cover note supplied to the answering respondent is missing and in this regard publication has been done by the answering respondent. The cover note has been misused by the beneficiary and as such the answering respondent has no liability to pay any compensation".

4. On perusal of the original written statement filed on behalf of the petitioner (Annexure P-1), it is seen that there was a vague and ambiguous denial of the allegation of issuance of an Insurance Policy from its side. The petitioner's original written statement are set out as below:-

"*14. to 16. That the para No.14 to 16 of the petition are wrong and denied. It is submitted that the insurance policy of the vehicle in question is not admitted unless verified and confirmed from the branch office. Hence, the insurance policy is denied, however, the said vehicle is not an offending vehicle. Rests of the contents of these paras of the petition are wrong and denied.*"

5. It is thus seen that at no point earlier on the petitioner/Insurance Company had made any kind of reference to any Cover Note at all, much less, raised a plea of the same having gone missing. Even in the application for amendment, it was not spelt out as to what prevented the petitioner from disclosing the new facts sought to be incorporated at the earliest and, not when the claim application was virtually at the fag end of completion of trial.

6. In view of the above, this Court, thus, finds no merit in the present revision petition and the same, therefore, stands dismissed.

(SUDIP AHLUWALIA)
JUDGE

November 19, 2019
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Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No