

RSA No.3997 of 2005 (O&M)

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

RSA No.3997 of 2005 (O&M)

Date of decision: 29.10.2019

Life Insurance Corporation of India

.....Appellant

versus

Smt. Ravinder Kaur

.....Respondent

CORAM: HON'BLE MR. JUSTICE RAMENDRA JAIN

Present: - Ms. Manpreet Kaur Ghuman, Advocate,
for Mr. Prateek Mahajan, Advocate, for the appellant.
Mr. R.S. Bajaj, Advocate, for the respondent.

RAMENDRA JAIN, J. (ORAL)

Through this appeal, defendant has laid challenge to judgments of both the Courts below dated 04.08.2005 (Appellate Court) dated 13.01.2005 (Trial Court), whereby in suit of the respondent for recovery of the claim amount, appellant was directed to pay interest @ 12% per annum for the period prior to institution of the suit.

Heard.

Having given thoughtful consideration to the submissions made by both the sides, this Court finds the instant appeal merits acceptance for the reasons to follow.

There was no privity of contract between the parties to pay any interest, in case, claim of the respondent as a nominee for the death of her husband is repudiated. Thus, it is apparent on the record that both the Courts below have erroneously awarded interest to the respondent @ 12% per annum for the period before filing of the suit.

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In view of above, appeal is allowed. Judgments of both the Courts below are modified to the effect that respondent shall only be entitled to interest at the said rate w.e.f. the date of filing suit till realization. It is admitted that respondent has been paid entire amount along with upto date interest at the said rate by the appellant.

(Ramendra Jain)
Judge

October 29, 2019
R.S.

Whether speaking/reasoned Yes/No

Whether reportable Yes/No