IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

FAO No. 1587 of 2012 (O&M)
Date of Decision: February 11, 2019

Jasbir Singh and another ...... Appellants(s)

Versus

Kavita and others ..... Respondent(s)

CORAM:- HON'BLE MRS. JUSTICE LISA GILL

Present: Mr. S.K. Sharma, Advocate
for the appellants.

Mr. Neeraj Kumar, Advocate
for respondents no.1 to 5.

Mr. Sandeep Suri, Advocate
for respondent no.6.

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LISA GILL, J.

This appeal has been filed by the owner and driver of the offending vehicle seeking modification of the award dated 08.10.2011, passed by the Motor Accident Claims Tribunal, Rohtak to the extent that they have been held liable to pay the awarded compensation.

Appellant no.1 is the driver of the offending vehicle. It has been held by the learned MACT, Rohtak that the offending vehicle was not insured with the insurance company while observing that no document was placed on record to prove insurance of the said vehicle. It is pointed out that insurance policy was furnished before the learned Tribunal and is available on record as Mark-E. A perusal of the said policy (Mark-E) reveals the period of insurance to be w.e.f. 16.10.2008 to 15.10.2009. Date of issuance of the policy has, however, been mentioned as 04.03.2010. The accident took place on 15.08.2009. Affidavit dated 22.12.2016 of Aditya Sharma, Manager Legal, ICICI Lombard General Insurance Co. Ltd. has been filed. It is stated therein that the Company issued the cover note for the period 16.10.2008 to 15.10.2009 against an insurance premium receipt through cheque No.114031 drawn on ICICI Bank. The cover note is attached as Annexure R-1. However, cheque for the premium was not honoured on presentation. Notice regarding the same was stated to have been given on 04.11.2008. The policy and cover note were cancelled.

Per contra, learned counsel for the appellants submits that the insurance policy as on the date of accident was valid. There was no notice of any cancellation etc. and neither was the policy cancelled as on the date of the accident.

Learned counsel for the parties are *ad idem* that the said documents were not looked into by the learned Tribunal and the matter needs to be adjudicated upon after affording an opportunity to the parties to lead evidence in this respect.

Keeping in view the facts and circumstances as above, finding of the learned Tribunal with regard to liability of the appellants to pay the compensation is set aside and the matter is remanded to the learned Tribunal on this limited issue and particularly to determine as to whether the cover note for the period in question was issued by the insurance company and was valid on the date of accident and determine the liability to pay the compensation afresh in accordance with law.

The appellants and respondent no.6 (through counsel) to appear before the learned Tribunal on 18.03.2019.

Appeal is accordingly disposed of.

February 11, 2019.
Sunil

(LISA GILL)
JUDGE

Whether speaking/reasoned: Yes/No
Whether reportable: Yes/No