IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

RSA No.2169 of 2016 (O&M)
Date of decision:06.02.2019

Rakesh Bansal ... Appellant

Vs.

Life Insurance Corporation of India ... Respondent

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present:- Mr. H.S.Saggu, Advocate
for the appellant.

AMIT RAWAL J. (Oral)

The appellant-defendant has not been successful in defending the suit decreed for recovery of Rs.3,24,328/- along with interest @ 12% per annum with half yearly rests from the date of termination of agency w.e.f. 22.11.2007 till passing of the decree and future interest @ 6% per annum.

The respondent-plaintiff alleged that appellant-defendant had taken the car loan and as well as computer allowance of Rs.2,80,000/- and Rs.44,328/-. Defendant served a show cause notice dated 03.11.2007 but failed to submit reply. Since he joined other agency and did not pay the amount, necessity arose to file the suit.

The appellant-defendant opposed the suit and stated that he was working as agent of LIC on commission basis but not the employee and deposited the installments upto 2007. It was further stated that even he was ready to return the car and computer if the market value of the same is deducted. The plaintiff had failed to pay the commission on the premium deposited by the insured to the defendant.

Mr. H.S.Saggu, learned counsel appearing on behalf of the appellant-defendant as per the instructions submitted that respondent-plaintiff/agency is still adjusting the amount of loan from the renewal commission of the appellant at the time holding the agency transacted the business of obtaining the policy. The commission is being paid after deduction of the loan amount, therefore, decree is liable to be set aside.

I am afraid the aforementioned argument is not sustainable, for, apprehension of the appellant-defendant can always be put at rest as and when the respondent-plaintiff choose to file the suit by filing objections establishing on record the adjustment of the loan amount and computer allowance, therefore, adjustment while making payment towards renewal of insurance policy i.e. by way of commission but not in the manner and mode as indicated above. The judgment and decree cannot be said to be suffering from illegality and perversity as loan amount and computer allowance, were not denied except the installment upto 2007 was paid.

For the reasons aforementioned, there is no illegality and perversity in the judgments and decrees under challenge, much less no substantial question of law arises for adjudication of the present appeal.

The regular second appeal is dismissed.

February 06, 2019 **(AMIT RAWAL)**
savita **JUDGE**

Whether Speaking/Reasoned Yes/No

Whether Reportable Yes/No