

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

LPA No.912 of 2017
DATE OF DECISION:13.02.2019

United India Insurance Co. Ltd.

...Appellant

Vs.

Malkiat Singh & another

...Respondents

**CORAM:- HON'BLE MR.JUSTICE MAHESH GROVER
HON'BLE MR.JUSTICE LALIT BATRA**

Present: Mr. Ashwani Talwar, Advocate
for the appellant.

None for respondent No.1.

Mr. Ankur Mittal, Additional A.G., Haryana.

MAHESH GROVER, J. (Oral)

The learned Single Judge while disposing of the writ petition
observed as under:-

“I am of the view that the Insurance Company is liable to indemnify the loss to the petitioner, i.e., insured vis-a-vis theft of the vehicle. Resultantly, the impugned order is set aside. Writ petition stands allowed. The Insurance Company is directed to honour the commitment regarding indemnification clause as per the terms and conditions of the policy with interest @ 9% per annum from the date of claim till today within a period of one month from the date of receipt of certified copy of this order, failing which interest @ 18% per annum shall entail.”

Thereafter on 26.05.2017 we passed the following order:-

“Learned counsel for the appellant after arguing at some length states that he be permitted to confine his prayer only to the limited extent that the condition imposed by the learned Single Judge binding the appellant with payment of

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:2:

interest, if the claim is not satisfied within 30 days, be modified and the appellant be permitted to make the payment by extension of some time without interest.

Notice of motion for 12.10.2017.

In the meantime, the appellant shall deposit the amount without interest component.”

Learned counsel for the appellant contends that the principal amount has been satisfied.

The learned counsel for respondent No.1 has not put in appearance today.

After hearing the learned counsel for the appellant, we are of the opinion that the order of the learned Single Judge warranting payment of the principal amount along with 9% interest need not be interfered with.

However, the remaining portion of the order warranting payment of 18% interest if the amount is not paid within a period of 30 days is set aside. This would imply that the appellant would pay the entire principal amount alongwith 9% per annum interest commencing from the date it fell due till the date of passing of this order. The payment of interest component be satisfied within a period of two weeks from today.

Disposed of.

(MAHESH GROVER)
JUDGE

13.02.2019
rimal

(LALIT BATRA)
JUDGE

Whether speaking/reasoned:
Whether reportable:

Yes/No
Yes/No