

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL MISCELLANEOUS JURISDICTION No.77 of 2020**

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United India Insurance Company Ltd. (A Government of India Undertaking Established in the Year 1938), 220 New Dak Banglow Road, Patna - 800001 appearing through the Regional Manager and Authorized Signatory/ Constituted Attorney of United India Insurance Company Limited, Regional Office, Hotel Chanakya Complex, R- Block, Patna.

... .. Opposite Party No. 3/Petitioner
Versus

1. Pradeep Thakur Son of Late Rajendra Thakur, Resident of Village and P.O.- Habibhouar Via- Nehra, P.S.- Behera, District- Darbhanga.
2. Ram Kumar Thakur, Son of Late Rajendra Thakur, Resident of Village and P.O.- Habibhouar Via- Nehra, P.S.- Behera, District- Darbhanga.

..... Claimants/Respondent 1st Party

3. Parmanad Paswan, Son Late Hari Charan Paswan, At and P.O.- Hajiganj, P.S.- Chowk, District- Patna (Driver of Truck No. BHI – 3547).

...Opposite Party No. 1/Respondent 2nd Party

4. Ishwar Chandra Yadav, Son of Rameshwar Pd. Yadav, Resident of - Simli Mararapur, P.S.- Malsalami Patna City, District- Patna. (Owner of Truck No. BHI – 3547).

... Opposite Party No. 1/Respondent 3rd Set.

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Appearance :

For the Petitioner/s : Mr. Harendra Kumar, Advocate.

For the Respondent/s:

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date : 16-01-2020

The present application has been filed “*for setting aside the order dated 31.07.2019 passed by the learned 6th Additional District Judge-cum-Additional M.A.C.T., Darbhanga in Claim 99/13 by virtue of which the petitioner’s application dated 10.07.2019 under Order VI, Rule 17 of the Code of Civil Procedure, seeking amendment in the written statement was rejected.*”



2. Learned counsel for the opposite party no. 3/petitioner submits that the learned Court below ought to have appreciated the subsequent development after filing of the written statement on 20.03.2015, that the insurance policy of the claimants/respondent 1st party was found to be forged and fabricated in terms of information received from Branch Office No. 2, in the letter dated 20.08.2015. It is submitted that irreparable loss will be caused to the opposite party no. 3/petitioner if the bona fide error in the written statement is not permitted to be corrected by allowing the amendment petition.

3. Having heard learned counsel for the opposite party no. 3/petitioner and on consideration of the materials on record, this Court is not inclined to interfere in the matter. A perusal of the impugned order discloses that in paragraph-12 of the written statement, the opposite party no. 3/petitioner had admitted that the interest of vehicle Truck No. BHI-3547 was covered at the material time of accident under the policy of insurance. The amendment sought was destructive of the claim petition by completely reversing, and resiling from, the previous admission in the written statement which is not permissible. Learned counsel for the opposite party no. 3/petitioner has not pointed out any infirmity, illegality or jurisdictional error in the impugned order as may warrant interference by this Court. In any event the learned Court below has observed that the fact whether the applicant



insurance company issued insurance policy or not could be decided after proper evidence on the subject and that the allegedly fake and fabricated nature of the insurance policy could be tested in course of trial.

4. In the above circumstances, the application stands dismissed.

(Vikash Jain, J)

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AFR/NAFR	NAFR
CAV DATE	N.A.
Uploading Date	21.01.2020
Transmission Date	N.A.

