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

Civil Writ Petition No. 5483 of 2019
Date of Decision:February 03, 2020

IFFCO TOKIO General Insurance Company Ltd. ....petitioner

Versus

Manpreet Singh and others .....respondents

CORAM: HON'BLE MRS.JUSTICE LISA GILL

Present: Mr. Vishal Aggarwal, Advocate
for the petitioner.

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Lisa Gill, J.

This petition has been filed by IFFCO TOKIO General Insurance Company Limited challenging award dated 06.07.2018 passed by the Permanent Lok Adalat (PUS), Rupnagar whereby application under Section 22C of the Legal Services Authorities Act (for short – 'the Act') filed by respondent No. 1 has been allowed to the extent that the petitioner has been directed to pay a sum of Rs.13 lakhs as value of the stolen vehicle as per the insurance policy, Rs.50,000/- for harassment and Rs.5,000/- as cost of litigation alongwith interest at the rate of 9% per annum from the date of institution of the application till realisation of the awarded amount.

Respondent No. 1 filed an application under Section 22C of the Act with the averments that he had insured his vehicle i.e. a tipper, with the insurance company and its value was assessed as Rs.13 lakhs. The tipper was duly insured against theft. The said vehicle was stolen on 30.09.2014. The matter was reported to the police and the FIR was recorded on 16.10.2014 (Ex.A2), which is annexed as (Annexure P8) with this writ petition. Tipper could not be recovered/traced out by the police. Final report (Ex.A3) was presented. Respondent No. 1 intimated regarding the theft, to the insurance company on 16.10.2014 and raised a claim. Surveyor/investigator was appointed by the insurance company. The investigator's report is Ex.R5. As per the said report, the vehicle in question was in fact stated to be stolen and since not recovered. Respondent No. 1's claim was, however, repudiated by the insurance company on the ground that intimation was not immediately given to the insurance company. Moreover, there was a delay of 15 days in lodging the FIR as well. Learned Permanent Lok Adalat while observing that mere delay in intimation of theft to the insurance company is not sufficient to repudiate the claim of the applicant, allowed the application under Section 22C of the Act and the amount as mentioned above was awarded. Aggrieved therefrom, this writ petition has been filed.

Learned counsel for the petitioner vehemently argues that not only is there a delay in intimation of the theft to the insurance company, there is also a delay in lodging of the FIR. Learned counsel refers to the terms and conditions of the insurance policy attached as Annexure P9 with this writ petition and submits that it is specifically mentioned therein that notice shall be served in writing upon the company 'immediately', upon the occurrence of any accidental loss or damage and thereafter the insured shall give all such information and assistance as the company shall require. It is vociferously contended that once notice was not issued to the company immediately, there is a clear cut breach of terms and conditions of the policy, which automatically disentitles the claimants to raise any kind of claim against the insurance company. It is also argued that delay in lodging of the FIR has a material bearing inasmuch as the genuineness of the claim is concerned. In case, the theft was immediately reported, the vehicle may even have been recovered. It is, thus, prayed that this petition be allowed.

Heard, learned counsel for the petitioner and have gone through the file with his assistance.

The matter regarding delay in intimation of the theft to the insurance company is clearly not sufficient to deny the claim of respondent No. 1. The Hon'ble Supreme Court in **Gurshinder Singh versus Shriram General Insurance Company Limited and another in Civil Appeal No. 653 of 2020** has clearly observed in this respect. Though in **Gurshinder Singh's** case (supra), the FIR was recorded immediately i.e. on the same day as of the theft, in my considered opinion, delay in lodging of the FIR by itself in the present case will not be material. This is so for the reason that the investigator/surveyor appointed by the petitioner – insurance company has specifically concluded the present to be genuine case of theft. As per the said report (Ex.R5), there is nothing to the effect that the claim set up by respondent No. 1 is not genuine or that there is any suspicion regarding the vehicle in fact not being stolen.

No other argument has been raised.

Keeping in view the facts and circumstances of the case, I do not find any reason or ground to interfere in the award dated 06.07.2018, which is upheld. Accordingly, this writ petition is dismissed with no order as to costs.

(Lisa Gill)
Judge

February 03, 2020
rts

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