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

Civil Writ Petition No. 6670 of 2016
Date of Decision: March 02, 2020

HDFC Ergo General Insurance Co. Ltd. ....Petitioner

Versus

Permanent Lok Adalat and another ....Respondents

CORAM: HON'BLE MRS. JUSTICE LISA GILL

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

None for respondent No. 2.

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Lisa Gill, J.

The petitioner – insurance company is aggrieved of award dated 25.01.2016 passed by the learned Permanent Lok Adalat (Public Utility Services), Gurgaon.

Brief facts necessary for the adjudication of the case are that respondent no. 2 filed an application under Section 22C of the Legal Services Authorities Act with the averments that his three wheeler which was duly insured with the insurance company from 02.07.2011 to 01.07.2012 was stolen on the night intervening on 20/21.05.2012. FIR No. 279 under Section 379 IPC was registered on the next day i.e. 22.05.2012 at Police Station City Gurgaon. Intimation regarding the theft was given to the company on 30.06.2012, after the police failed to trace the three wheeler and had submitted the cancellation report on 29.06.2012. The insurance company repudiated the claim on the ground that there was a delay in intimation of theft of the vehicle and that the required documents for verification of the facts were not furnished.

Learned Permanent Lok Adalat after failure of the conciliation proceedings, directed the insurance company to pay a sum of Rs.1,51,525/- towards the theft of the three wheeler subject to submission of the requisite documents by the petitioners, as mentioned in para 9 of the award.

Heard learned counsel for the petitioner.

Learned counsel for the petitioner is unable to deny that the claim of respondent No. 2 cannot be denied on the ground of delay in intimation regarding the theft of the vehicle which is otherwise duly insured with the petitioner – insurance company. 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 held that delay in intimation of theft to the insurance company by itself is not sufficient to deny the claim. Furthermore, in my considered opinion, delay of one day in lodging of the FIR in the present case is not material, especially keeping in view the fact that theft of the vehicle is not denied.

Insofar as the question of non-submission of the relevant documents by respondent No. 2 is concerned, the learned Permanent Lok Adalat has clearly observed that the petitioner – insurance company shall be liable to release the payment to respondent No. 2 subject to submission of subrogation letter, indemnity bond, undertaking and documents for transfer of RC of the vehicle in favour of the insurance company. It is only after submission of these documents that the insurance company has been directed to deposit the amount in question within forty (40) days, failing which it would be liable to pay interest. Learned counsel for the petitioner is unable to deny that the liability to pay is clearly contingent upon respondent No. 2 submitting the requisite documents.

Learned counsel for the petitioner is unable to point out any illegality or infirmity in the award dated 25.01.2016 passed by the learned Permanent Lok Adalat (Public Utility Services), Gurgaon.

No other argument has been addressed.

Present petition is, accordingly, dismissed with no order as to costs.

March 02, 2020 **(Lisa Gill)**
rts **Judge**

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