

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

L.P.A. No.1409 of 2016 (O&M) in
Civil Writ Petition No.2189 of 2016
Reserved on : October 29, 2019
Date of decision: February 17, 2020

Asgar Khan

...Appellant

Versus

Chairman, Permanent Lok Adalat, Public Utility
Services, Nuh, District Mewat and another

...Respondents

**CORAM: HON'BLE MR. JUSTICE RAJIV SHARMA,
HON'BLE MR. JUSTICE HARINDER SINGH SIDHU**

Present: Mr.Rakesh Dhiman, Advocate
for the appellant.

None for respondent No.2.

HARINDER SINGH SIDHU, J.

1. This Letters Patent Appeal has been filed against the judgment dated 21.04.2016 in CWP No.2189 of 2016 titled 'Asgar Khan vs. Chairman, Permanent Lok Adalat, Mewat and another' whereby, the writ petition filed by the appellant was dismissed.

2. In the writ petition, the appellant had challenged the award dated 23.10.2015 of the Permanent Lok Adalat (Public Utility Services) Camp Court at Nuh, whereby, his application under Section 22-C of the Legal Services Authority Act, 1987 against the action of the respondent- Insurance Company in not releasing the insurance amount for theft of his

truck, was dismissed.

3. The appellant is the registered owner of Truck No.HR-74-8448 which was insured with the respondent- Insurance Company for a value of Rs.11,50,000/-. The policy was valid from 24.05.2013 to 23.05.2014. On the night of 30.09.2013, Jauru, the driver of the insured vehicle was going to village Nimli (Rajasthan) for loading the crusher. When he reached near the temple of Ferozepur Jhirka, he suffered pain in his abdomen and went to answer the call of nature after locking the vehicle and parking it at a safe place. When he returned after some time, he found the vehicle missing. He informed the appellant. The appellant, along with the driver reported the matter to the police at Police Station, Ferozepur Jhirka. They submitted an application dated 01.10.2013. The driver also submitted a complaint on 03.10.2013 to DSP, Ferozepur Jhirka. He sent another complaint through registered post on 09.10.2013 to the IG Mewat Range, Mewat which was received in his office on 16.10.2013. As FIR was not registered the driver thereafter filed a complaint dated 14.10.2013 before the Ld. Sub Divisional Judicial Magistrate, Ferozepur Jhirka under Section 156(3) Cr.P.C. On the directions of the Ld. Magistrate, Ferozepur Jhirka, FIR No.263 dated 24.10.2013 u/s 379 of the Indian Penal Code was registered at Police Station Ferozepur Jhirka. It is the case of the appellant that he also informed the respondent Insurance Company about the theft of the vehicle on 01.10.2013. He posted another letter dated 05.10.2013 through registered post intimating the Company about the theft. Claiming that despite repeated requests, the Insurance Company had not released the

insurance amount in respect of the vehicle, he filed the application under Section 22-C before the Permanent Lok Adalat (Public Utility Services) at Nuh.

4. Respondent – Insurance Company justified its action in not releasing the insurance amount by claiming that the appellant had violated the specific terms and conditions of the insurance policy. The appellant had not informed the insurance company immediately after the alleged theft of the truck. As per the Insurance Company, it was informed about the alleged theft for the first time on 24.10.2013 i.e., after a delay of 24 days. The FIR was also lodged on 24.10.2013. It was also contended that it was clear from the contents of the FIR and the statement of the appellant, duly countersigned by his driver Jauru, that the vehicle had been left unattended and unguarded without proper safeguard in the open with the keys in the vehicle itself. Thereby, there was violation of condition No.1 and 4 of the Insurance contract.

5. Though the appellant had placed on record applications Annexures 2 and 3 being applications dated 01.10.2013 and 03.10.2013 addressed to the SHO, Police Station Ferozepur Jhirka and DSP, Ferozepur Jhirka for registration of case of theft, however, considering that the application Annexure 2 only carried a stamp of PS Ferozepur Jhirka without the signature of any police official about its receipt and there was no record of application Annexure 3 addressed to DSP Ferozepur Jhirka, the Ld. Permanent Lok Adalat held that it was difficult to conclude that the applications dated 01.10.2013 and 03.10.2013 had actually been sent by the

appellant's driver to SHO and DSP Ferozepur Jhirka. However, the application (Annexure-4) dated 09.10.2013 which was sent by the appellant's driver Jauru to IG Mewat, Range Rewari through registered post was received in the office of IG Rewari on 16.10.2013. Before action could be taken on that application, the FIR had already been registered on 24.10.2013 at PS Ferozepur Jhirka on the directions of the Ld. Sub-Divisional Judicial Magistrate. Regarding the appellant's claim that the Insurance company had been informed through a letter on 01.10.2013, Permanent Lok Adalat accepted the stand of the Insurance Company based on its records that it had been informed by the appellant about the theft only on 24.10.2013 on which date the appellant had also lodged the Claim Form. The Permanent Lok Adalat concluded that not only was there delay in lodging the FIR but there was also a delay of 24 days in intimating the respondent Insurance Company about the theft. Further, even after noticing that in the criminal complaint and in the application under Section 22(C) the case of the appellant was that the driver had parked the vehicle at a safe side, locked it and then gone to answer the call of nature and on return found the truck missing, based only on the averments in the Claim Form that the driver had left the vehicle by the roadside with the ignition key as well as the cabin key in the vehicle, the Ld. Permanent Lok Adalat concluded that the driver was guilty of negligence, thereby, violating condition No.4 of the Policy. Accordingly, it was concluded that the repudiation of the claim of the appellant by the Insurance company was justified.

6. The Ld. Single Judge dismissed the writ petition and upheld the award of the Ld. Permanent Lok Adalat.

7. Thus, the claim of the appellant has been rejected primarily on the ground that there was delay in lodging the FIR and a delay of 24 days in intimating the respondent company about the theft, besides negligence on the part of the driver of the appellant as he left the vehicle unattended for some time with the ignition key and the cabin key inside the vehicle.

8. The conclusion of the Ld. Permanent Lok Adalat regarding the delay in lodging of the FIR does not appear to be well founded. Though as a matter of fact the FIR was lodged only on 24.10.2013 but this has to be appreciated in the light of the fact that the driver of the appellant had sent applications Annexures-2 and 3 dated 01.10.2013 and 03.10.2013 addressed to the SHO, Police Station Ferozepur Jhirka and DSP, Ferozepur Jhirka. Application Annexure-2 carried a stamp of PS Ferozepur Jhirka. Merely because there was no signature on the stamp acknowledging its receipt, it could not be disregarded. The Permanent Lok Adalat has acknowledged that the driver of the appellant had sent an application Annexure-4 dated 09.10.2013 to IG Mewat, Range Rewari through registered post which was received in the office of IG Rewari on 16.10.2013. Thereafter, the driver filed a complaint dated 14.10.2013 under Section 156(3) Cr.P.C before the Ld. Sub Divisional Judicial Magistrate, Ferozepur Jhirka praying for direction to the Police for registration of an FIR. Thus, from the very moment of the theft, the appellant/ his driver have been trying hard to get the FIR registered. They

moved the SHO, the DSP, the IG Mewat Range and finally, filed a Criminal Complaint before the Ld. Judicial Magistrate. If the FIR was not registered promptly and there is inaction on the part of the police officials, the appellant cannot be faulted and penalised for this.

9. In any event, the FIR was registered on 24.10.2013 i.e, within 24 days of the theft. The respondent insurance company was also intimated and a Claim Form was submitted to it on the same day. The question is does this delay, in the circumstances of this case, justify the repudiation of claim of the appellant. In our view, the answer plainly is in the negative.

10. It is not the case of the respondent insurance company that there was no theft. In this case, after the registration of the FIR, the matter was investigated and finally, an un-traced report was filed before the Ld. Trial Court on 05.01.2015.

11. A Division Bench of this Court in **ICICI Lombard General Insurance Co. Ltd. v. Permanent Lok Adalat, Ferozepur (P&H)**, 2013(5) RCR(Civil) 64 has held that to establish a claim of insurance, it is sufficient that there should be a valid F.I.R. with supportive follow up action which may be a cancellation report submitted by the police and, that should be enough to release the claim of insurance.

The relevant observations are as under:

“9. Coming to the next question that since the claim for theft of vehicle is an offence and hence, in terms of Section 22(c)(8) of the Act, the Permanent Lok Adalat could not adjudicate such an issue, I am of the opinion that this question also has to be negated. The Hon'ble Supreme Court's observations in United

India Insurance Co. Ltd. v. Ajay Sinha and another (supra) emanated from the facts where the theft was disputed, whereas in the instant case, even though the petitioner has taken a stand that the theft is disputed, but there is material on record to show that the F.I.R. was registered and the police investigated the matter till October, 2011 and failed to trace out the vehicle filing a report to that effect. This is a sufficient indicator of the factum of theft of the vehicle and the Permanent Lok Adalat was right in taking note of this fact. The petitioner who disputed the factum of theft except for pleading a delay of more than a month in lodging the F.I.R., could not show anything else from where it could be inferred that the grievance of the claimant was unfounded. There needs to be a distinction between a matter involving offence as a primary ingredient so as to divest a Permanent Lok Adalat of its jurisdiction. The claim of the respondent for insurance is indeed dependent upon theft, but not dependent to that extent of culmination of the proceedings emanating from the lodging of the F.I.R. till the conviction. To establish a claim of insurance, it is sufficient that there should be a valid F.I.R. with supportive follow up action which in the instant case, is the cancellation report submitted by the police on 16.10.2011. This ought to have been sufficient for the petitioner to release the claim of the respondent. Once the F.I.R. and the cancellation report is on record, this is a sufficient acknowledgment and admission of the theft which cannot be repudiated by the Insurance Company by merely taking up a plea disputing the factum of theft. The observations of the Hon'ble Supreme Court in United India Insurance Co. Ltd. v. Ajay Sinha and another (supra) are thus not attracted to the facts of this case, as in the case before the Hon'ble Supreme Court, the theft was disputed and there was no material to

suggest that the vehicle had been stolen as against the facts of this case, where there is an F.I.R. and a cancellation report.....”

12. The repudiation of claims of insurance on technical grounds especially of delay has been deprecated by the Courts.

Hon'ble Supreme Court in **Om Prakash v. Reliance General Insurance, (2017) 9 SCC 724** has held that claims should not be rejected mechanically on technical grounds. On the question of delay, it was held that the condition regarding the delay shall not be a shelter to repudiate the insurance claims which have been otherwise proved to be genuine. The relevant observations are :

“7. We have carefully considered the submissions of the learned counsel made at the Bar and perused the materials placed on record.

8. The appellant, owner of the truck in question, is the resident of Muzadnagar Village, Tehsil Hansi, District Hissar, State of Haryana. The theft of the vehicle had taken place on 23-3-2010 at Chopanki, Bhiwari, Rajasthan. The FIR was lodged in Police Station Tapukara, District Alwar on 24-3-2010 and the claim petition was filed on 31-3-2010. Dinesh, the truck driver, had filed an affidavit before the District Forum stating that the owner of the truck had reached the place of occurrence of theft and met him and also the police official concerned. The police had asked him and the owner to stay with them in order to help them for tracing out the truck. The police had also asked them to collect necessary documents in relation to the said truck. They were, consequently, busy with Rajasthan Police in

searching the vehicle. They visited many places in Rajasthan. The police had compelled the appellant to accompany them while searching the truck. It is only on 29-3-2010, the appellant went back and reached his village on 30-3-2010. The appellant had also filed a similar affidavit before the State Commission explaining the reasons for the delay in informing theft of the vehicle.

9. Condition 1 of the insurance policy states that notice shall be given in writing to the company immediately upon the occurrence of any accidental loss or damage in the event of any claim and thereafter the insured has to give all such information and assistance as the Company may require.

10. It is common knowledge that a person who has lost his vehicle may not straightaway go to the insurance company to claim compensation. At first, he will make efforts to trace the vehicle. It is true that the owner has to intimate the insurer immediately after the theft of the vehicle. However, this condition should not bar settlement of genuine claims, particularly when the delay in intimation or submission of documents is due to unavoidable circumstances. The decision of the insurer to reject the claim has to be based on valid grounds. Rejection of the claims on purely technical grounds in a mechanical manner will result in loss of confidence of policy-holders in the insurance industry. If the reason for delay in making a claim is satisfactorily explained, such a claim cannot be rejected on the ground of delay. It is also necessary to state here that it would not be fair and reasonable to reject genuine claims which had already been verified and found to be correct by the investigator. The condition regarding the delay shall not be a shelter to repudiate the insurance claims which have been otherwise proved to be genuine. It needs no emphasis that the Consumer Protection

Act aims at providing better protection of the interest of consumers. It is a beneficial legislation that deserves liberal construction. This laudable object should not be forgotten while considering the claims made under the Act.

11. In the instant case, the appellant has given cogent reasons for the delay of 8 days in informing the respondent about the incident. The investigator had verified the theft to be genuine and the payment of Rs.7,85,000/- towards the claim was approved by the Corporate Claims Manager, which, in our opinion, is just and proper. The National Commission, therefore, is not justified in rejecting the claim of the appellant without considering the explanation for the delay. We are also of the view that the claimant is entitled for a sum of Rs 50,000 towards compensation.”

13. In **Bharti Axa Gen. Ins. Co. Ltd. v. Monu Yadav (P&H), 2014(56) RCR(Civil) 48**, a Ld. Single Judge of this Court referred to the instructions dated 20.09.2011, issued by Insurance Regulatory and Development Authority (IRDA) emphasising that insurance companies should not repudiate genuine claims on technical grounds including of delay in giving intimation or in submission of documents particularly when the police has been promptly informed about the theft. In that case the insurance Company had challenged the Award passed by the Permanent Lok Adalat (Public Utility Services), Gurgaon directing it to pay the insured amount for theft of the insured vehicle. The vehicle was stolen between 18.04.2012 and 20.04.2012. Information regarding theft of vehicle was immediately given to the local Police whereupon FIR No.142 dated 20.04.2012, under Section 379 I.P.C. was registered at Police Station Hari

Nagar, New Delhi. The police could not trace the vehicle. An untraced report was filed on 26.05.2012. Information regarding theft was given to the Insurance Company after a delay of 54 days. The company pleaded violation of condition No.1 of the insurance policy, as timely investigation could not be conducted because of the delay in intimation. The Permanent Lok Adalat allowed the claim. The writ petition filed by the Insurance company was dismissed. It was observed:

“6. At this stage, reference can be made to the instructions dated 20.09.2011, issued by Insurance Regulatory and Development Authority to all the insurance companies. As per the said instructions, this condition should not prevent the settlement of genuine claims particularly when there is delay in giving intimation or in submission of documents due to unavoidable circumstances. The companies were advised that they must not repudiate such claims on the ground of delay, especially when the police has been promptly informed in this regard.”

14. The question of denial of claim of insurance on grounds of delay and other technical grounds was considered in great detail in **National Insurance Company Limited v. Sandeep, (P&H), 2017(1) RCR (Civil) 621**. In this case the Insurance Company had challenged the award of the Permanent Lok Adalat directing the payment of the insurance claim. It was contended that there was delay in intimating the insurance company about the theft. Resultantly, there was breach of condition of the insurance contract.

Ld. Single Judge referred to the Instructions dated 21.9.2011 issued by the Insurance Regulatory and Development Authority (IRDA). In these instructions while acknowledging that the imposition of the condition that the claims shall be intimated to the insurer with the prescribed documents within a specified number of days is necessary for insurers for effecting various post claim activities like investigation, loss assessment, provisioning, claim settlement etc., it has been emphasised that this condition should not prevent settlement of genuine claims, particularly when there is delay in intimation or in submission of documents due to unavoidable circumstances. The IRDA has directed that the insurers' decision to reject a claim shall be based on sound logic and valid grounds. Ld. Single Judge noticed that despite the instructions the Insurance Companies regularly rejected genuine claims of the insured on technical grounds.

15. While dismissing the writ petition of the Insurance Company, the Ld. Single Judge directed the IRDA to look into the matter and take appropriate remedial measures, to ensure that the real object of insurance is achieved and innocent citizens/ insured do not suffer and avoidable litigation is curtailed. An affidavit of the Chairperson of the IRDA was called for.

The relevant extracts from the judgment are as under:

“8. Further, the FIR came to be registered on the very next morning, i.e. 3.9.2012, whereas the insured vehicle was stolen during the night of 2.9.2012. It is the own pleaded case on

behalf of the petitioner- Insurance Company that it received the intimation regarding theft of insured vehicle on 6.9.2012, i.e. after three days, which cannot be said to be fatal under the peculiar facts and circumstances of the case, noticed herein above. Having said that, this Court feels no hesitation to conclude that learned Permanent Lok Adalat was well within its jurisdiction, while passing the impugned award and the same deserves to be upheld, for this reason also.

9. A bare perusal of the impugned award would show that learned Permanent Lok Adalat was very well conscious of this fact that case of the petitioner- Insurance Company was based on technicalities alone. This was the reason that learned Permanent Lok Adalat rightly referred to the instructions dated 21.9.2011 issued by the Insurance Regulatory and Development Authority ('IRDA' for short), which is binding on the petitioner- Insurance Company as well, and the same reads as under :-

"The Authority has been receiving several complaints that claims are being rejected on the ground of delayed submission of intimation and documents.

The current contractual obligation imposing the condition that the claims shall be intimated to the insurer with the prescribed documents within a specified number of days is necessary for insurers for effecting various post claim activities like investigation, loss assessment, provisioning, claim settlement etc. However, this condition should not prevent settlement of genuine claims, particularly when there is delay in intimation or in submission of documents due to unavoidable circumstances.

The insurers ' decision to reject a claim shall be based on sound logic and valid grounds. It may be noted that such limitation clause

does not work in isolation and is not absolute. One needs to see the merits and good spirit of the clause, without compromising on bad claims. Rejection of claims on purely technical grounds in a mechanical fashion will result in policyholders losing confidence in the insurance industry, giving rise to excessive litigation.

Therefore, it is advised that all insurers need to develop a sound mechanism of their own to handle such claims with utmost care and caution. It is also advised that the insurers must not repudiate such claims unless and until the reasons of delay are specifically ascertained, recorded and the insurers should satisfy themselves that the delayed claims would have otherwise been rejected even if reported in time.

The insurers are advised to incorporate additional wordings in the policy documents, suitably enunciating insurers ' stand to condone delay on merit for delayed claims where the delay is proved to be for reasons beyond the control of the insured ."

10. Had the petitioner- Insurance Company followed the above said guidelines issued by the statutory authority, present unwarranted litigation would have been easily avoided. However, in spite of the above said positive guidelines issued by IRDA, there is hardly any visible improvement in the working of the insurance companies and the petitioner is no exception. The end result of this arbitrary working of the insurance companies is that even poor and genuine-citizens insured are being made to suffer and most of the times, for none of their fault, defeating the very purpose of insurance policies.

11. It is not uncommon that all the insurance companies, be it public sector undertaking or private insurance company,

would issue lucrative offers and incentives, so as to attract maximum number of citizens. However, the moment any insured puts even the most genuine claim, seldom said claim would be accepted by any insurance company. Most of the times, as it has been experienced in the recent past, even the genuine claim would be rejected on one or the other technical or flimsy ground, giving rise to such kind of avoidable litigation.

12. In fact, thrust of the insurance companies is, as to how and on what grounds, including baseless ones, claims can be repudiated, instead of settling the same proceeding on a reasonable approach. They always keep their consumers misinformed or misguided. At the time of accepting premiums, there would be no technical grounds in their schemes. However, when any insured puts his genuine claim, the insurance companies will repudiate that claim on technical and super technical grounds, which were not even known to the insured . Thus, even genuine policyholders are losing faith in the institution and insurance industry is getting infamous, earning a bad name.

13. This Court is constrained to observe that it is high time that the above said instructions issued by IRDA deserve a revisit by the highest decision making body, so as to ensure that real purpose and object of the insurance is achieved and faith of people may not shatter in the system any further. It is also pertinent to note here that courts of law are flooded with such kind of avoidable litigation. Most of these type of litigations can be easily settled by the concerned insurance companies themselves, if they so desire and sincerely work in that direction.

14. Litigants do not come to the courts by choice but they are

forced to do so, because of the unwarranted conduct of the officials of the insurance companies, particularly when the most genuine claims are sought to be repudiated or rejected on one or the other baseless grounds. In such a situation, a genuine insured would have no other option except to knock the doors of the court and that is how, this kind of avoidable litigation is being generated. The basic flaw lies with the insurance companies themselves, while providing deficient service to their customers. This is the reason that more purposeful and effective mechanism needs to be put in place, by IRDA by suitably amending its above said guidelines dated 21.9.2011 and then also ensure effective implementation thereof.

15. Reverting to the facts and circumstances of the present case, noticed herein above, it can be safely concluded that since the petitioner- Insurance Company sought to reject the most genuine claim of the insured -respondent No.1, learned Permanent Lok Adalat was well justified to pass the impugned award and the same deserves to be upheld. No prejudice of any kind, whatsoever, has been shown to have been caused to the petitioner- Insurance Company, by passing of the impugned award, which may warrant interference at the hands of this Court, while exercising its writ jurisdiction under Articles 226/227 of the Constitution of India.

No other argument was raised.

16. Considering the peculiar facts and circumstances of the case noted above, coupled with the reasons aforementioned, this Court is of the considered view that instant writ petition is wholly misconceived, bereft of merit and without any substance, thus, it must fail. No case for interference has been made out.

17. However, before parting with the order and keeping in view the observations made herein above, this Court would like to impress upon the IRDA to look into the matter and take appropriate remedial measures, at an early date, so as to ensure that the real object of insurance is achieved and innocent citizens/ insured may not keep on suffering. Another laudable object which can be achieved to a great extent would be curtailing the increasing trend of this type of avoidable litigation.

18. Registry is directed to send a copy of this order to the Chairperson, Insurance Regulatory and Development Authority of India, 3rd Floor, Parisrama Bhavan, Basheer Bagh, Hyderabad-500004, Telangana State (India), enabling him to do the needful. After doing the needful, Chairperson of the IRDA shall file his own affidavit along with action taken report before this Court at an early date and in any case within a period of three months.”

16. Pursuant to the aforesaid directions an affidavit dated 30.06.2017 of the Chairman, IRDA was filed. In that affidavit it was stated that various circulars dated 28.10.2016, 16.06.2017 and 28.06.2017 have been issued reiterating the circular dated 20.09.2011 and requiring the Insurance Companies to comply with the same. It has also been asserted that the Circular dated 20.09.2011 is to be deemed as a direction issued by the IRDA under Section 34(1) of the Insurance Act, 1938 and the Insurance Companies are bound to comply with the same. The extracts from the relevant circulars dated 28.10.2016 and 28.06.2017 read :

Circular dated 28.10.2016 :

“Ref: IRDA/NL/CIR/MISC/214/10/2016

Dated: 28th October, 2016

To: All Life Insurers, Non-Life Insurers & Health Insurance cos.

Re: Delay in claim intimation/documents submission with respect to

i. All Life Insurance contracts and

ii. All Non-Life Individual and group insurance contracts

This is further to the circular issued by the authority with ref. IRDA/HLTH/MISC/CIR/216/09/2011 dated 20.09.2011 in the matter of dealing with claims where there is delay in intimation/ document submission.

The above referred circular is to be deemed as a direction issued by the Authority under Section 34(1) of the Insurance Act, 1938 and Insurers are bound to comply with the same.”

Circular dated 28.06.2017 :

“Ref: IRDA/NL/CIR/MISC/149/06/2017

Dated: 28th June, 2017

To

CEOs/CMDs of All General Insurance Companies, Life Insurance companies and Health Insurance Companies

Re: Delay in Claim Intimation/Documents Submission.

The Authority, vide circular No.IRDA/HLTH/MISC/CIR/216/09/2011 dated 20.09.2011 issued guidelines as to how to deal with delayed intimation of claims and delayed submission of documents by the claimants.

Since, some Insurance Companies were not adhering to the provisions of the circular, the Authority further issued directions under Section 34(1) of the Insurance Act, 1938, vide No.IRDA/NL/MISC/CIR/214/10/2016 dated 28.10.2016 clarifying that the circular dated 20.09.2011 is binding on the

insurers.

Recently, in a legal case the Hon'ble High Court, while passing the order made several adverse comments against the Insurance Companies' non-compliance of the Authority's direction and ordered the Authority to take appropriate remedial measures.

In view of the above, you are hereby advised to ensure compliance with the said circulars scrupulously.”

In the light of all this it can be safely held that the claim of the appellant was wrongly rejected on the ground of delay.

17. Even on the issue of negligence, the Award of the Ld. Permanent Lok Adalat cannot be sustained. The Ld. Permanent Lok Adalat had itself noted that neither in the FIR nor in the criminal complaint filed by the appellant, was there any averment that the truck had been left unattended with the Ignition Key and the Cabin Key in it. In fact, the positive case of the appellant in the Claim Application was that the truck had been parked at a side and had been locked by the driver when he went to answer the call of nature. On return, he found the truck missing. Merely because in the Claim Form, there is a mention that the Ignition Key and the Cabin Key had been left in the truck cannot lead to an inference of negligence warranting repudiation of the claim.

18. Accordingly, this appeal is allowed. The judgment of the Ld. Single Judge is set aside. The award dated 23.10.2015 of the Ld. Permanent Lok Adalat (Public Utility Services) is quashed. The respondent – Insurance company is directed to release the insurance claim to the

appellant within a period of four weeks with interest @ 8 % per annum from the date of claim application till payment.

(RAJIV SHARMA)
JUDGE

(HARINDER SINGH SIDHU)
JUDGE

February 17, 2020

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Whether Speaking / Reasoned	Yes
Whether Reportable	Yes / No