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WPA 1502 of 2021

Golam Rasul & Anr.
Vs.
Union of India & Ors.

Mr. Dilip Kumar Samanta.
... for the petitioner.

Ms. Supriya Dubey Chakraborty.
... for the IRDAI.

Mr. Amal Kumar Sen
Mr. Lal Mohan Basu.
... for the State.

The Writ of Mandamus that has been prayed by the petitioner is as follows:

> "(a) A Writ in the nature of Mandamus commanding the respondents to consider and decide the representation (Annexure P/5 to the Writ Petition) and to grant certificate of fitness of the vehicle mentioned in Annexure P/5 to the Writ Petition by extending the time to deposit the Insurance Money till June, 2021 forthwith;"

Here, the main prayer is that extension of time to deposit the insurance money till June, 2021.

In this regard, the petitioner has placed one guideline of the Government of India, which is at page 36 (annexure 'P-1') and from paragraph 6 thereof he wanted to say that all the transport services were suspended due to the pandemic situation. He further submitted that due to the pandemic situation, the Central Government directed the authorities as had been mentioned in annexure 'P-2', which is a letter of the Government of India, Ministry of Road Transport and Highways dated 30th March, 2020 for extension of validity. The learned advocate submits that insurance certificates are also covered under paragraph 2 of the instructions of Government of India dated 30th March, 2020. Learned advocate has also submitted that in his representation to the authorities including Insurance Regulatory and Development Authority in paragraph 3 he has stated that validity of all the documents whose extension of validity or not likely to be granted due to lockdown and which had expired on 1.1.2020 or would expire by 31st December, 2020 the same may be treated to be valid till 31st December, 2020. This is virtually the same content as in paragraph 2 of the Central Government's circular dated 30th March, 2020. From prayer (a) I find that as the main prayer is for extension of time to deposit the insurance money I cannot accede to the same for the following reasons:

i) The petitioner being a representative of an association of commercial vehicle owners have not made the insurance companies a party in the writ application;

ii) It has made Insurance Regulatory and Development Authority of India a party, which has no connection in respect of issuance of insurance certificates or insurance policies;

iii) Insurance policies are for one year as these are general insurance policies which are required to be taken afresh after one year and whether any such decision has been taken by the insurance companies as to extension of time is not known as no such document has been produced before this Court by the petitioner;

iv) The petitioner has failed to demonstrate despite several requests made by this Court that whether in any of the clauses of the insurance contract any condition as to 'act of God' has been made as the pandemic situation is nothing but an 'act of god'. The petitioner has failed to show any such provision as to 'act of god' or force majure for which the insurance contract of one year can be altered.

For the above reasons, I do not find any merit in the writ application and I dismiss this writ application without any order as to costs.

(Abhijit Gangopadhyay, J.)