IN THE HIGH COURT OF ORISSA AT CUTTACK

W.A. No.478 of 2017

Rama Chandra Mahanta .... ***Appellant***

Mr. H.K. Mund, Advocate

-versus-

S.B.I. Life Insurance Co. Ltd., and others .... ***Respondents***

None

CORAM:
THE CHIEF JUSTICE
JUSTICE CHITTARANJAN DASH

ORDER
18.10.2022

Order No.

Misc. Case No.746 of 2017

02. 1. For the reasons stated therein, the delay in filing the present writ appeal is hereby condoned.

2. The application for condonation of delay is allowed.

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3. The challenge in the present writ appeal is to the judgment dated 25th July 2017, passed by the learned Single Judge allowing the W.P.(C) No.2734 of 2013 filed by the Respondent-S.B.I. Life Insurance Company Limited, challenging an award dated 10th January 2013, passed by the learned Permanent Lok Adalat (PUS), Keonjhar in PLA Case No.21 of 2012.

4. The short question before the learned Single Judge was whether the insurance company could be made liable to release policy bonds with the writ Petitioner having deposited the premium amount by way of cash? It appears that they were persuaded to do so on account of 'the approach made by Damayanti Mahanta, the Insurance Advisor and Asit Kumar Swain, Unit Manager of S.B.I. Life Insurance Company'.

5. The learned Single Judge found that there was a clear bar to cash being accepted for the premium amount. The Clauses 8 and 9 of the proposal form left no manner of doubt that the mode of deposit was only by way of cheque or demand draft in favour of the Company. Accordingly, the order of the Permanent Lok Adalat (PUS) directing the company to issue the policy bonds was set aside by the learned Single Judge.

6. Learned counsel appearing for the Appellant relied on the decision in ***Pirthi Singh v. Binda Ram AIR 1987 Pun 56*** where the settled principles of the vicarious liability of the insurance company was reaffirmed and it was held that if the driver was acting in the course of his employment then the owner would be liable even though he acted against the express instructions of the owner. The facts here are completely different. The question here is regarding the obligation of the insurance company to issue a policy bond, notwithstanding, that the express condition that the premium amount had to be deposited by way of cheque was not adhered to. Consequently, the above decision is of no assistance to the Appellant.

7. Having heard learned counsel appearing for the Appellant and having perused the impugned order of the learned Single Judge as well as the documents on record, the Court is not satisfied that any ground has been made out for interference with the impugned order of the learned Single Judge. The Court accordingly finds no merit in the present writ appeal and it is dismissed as such.

(Dr. S. Muralidhar)
Chief Justice

(Chittaranjan Dash)
Judge

S. Behera