

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

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**CWP-11102-2019
Date of Decision: 02.12.2022**

THE ORIENTAL INSURANCE CO. LTD.

... Petitioner

VERSUS

GURMITO BAI @ GURMEET KAUR AND ORS.

... Respondents

CORAM: HON'BLE MR. JUSTICE VINOD S. BHARDWAJ.

Present: Mr. Vinod Chaudhri, Advocate
for the petitioner.

Mr. Ashish Singh, Advocate
for respondents No.1 and 2.

Mr. Jagdish Singh Mahal, Advocate
for respondent No.4.

Mr. Sanjiv Ghai, Advocate
for respondent No.5.

VINOD S. BHARDWAJ, J. (ORAL)

The present petition has been filed under Articles 226/227 of the Constitution of India, 1950 for issuance of a writ in the nature of Certiorari for quashing of order dated 09.03.2019 (annexure P-1) passed by Permanent Lok Adalat, District Court Complex, Chandigarh on the ground that contesting respondents No.1 and 2 i.e. the parents of deceased Veena Rani had not disclosed the marital status of said Veena Rani.

Learned counsel for the petitioner contends that he has not challenged the aforesaid order on the basis of computation of compensation and that the only predicament of the petitioner is that the marital status of Veena Rani – deceased daughter of the respondents No.1 and 2 was reflected as unmarried, whereas it has transpired that she was married to one Balwant Singh and that a panchayati divorce had taken place, however, such divorce

proceedings cannot be recognized by the petitioner-Insurance Company. He contends that even though the former husband of the deceased Veena Rani has assured that he does not intend to lay any claim on the compensation awarded for the death of Ms. Veena Rani, however, such assurance is insufficient. He contends that the petitioner-Insurance Company would be satisfied in case the contesting respondents No.1 and 2 submit an indemnity of holding the petitioner-Insurance Company harmless in the event of any claim being raised by the former husband of deceased Veena Rani.

Learned counsel for the contesting respondents No.1 and 2 submit that the above offer of the petitioner-Insurance Company is acceptable to them and that the respondents No.1 and 2 shall furnish the necessary indemnity bonds/affidavit before the Executing Court to the effect that in the event of any claim being raised by any other person in his/her the capacity as legal heir of deceased Veena Rani, the contesting respondents shall hold the petitioner-Insurance Company harmless and would indemnify for any such claim and loss incurred by the petitioner-Insurance Company.

The present petition is accordingly disposed of as not pressed in view of the aforesaid statement.

Needless to mention that the respondents No.1 and 2 shall remain bound by their statement made above. Consequently, the Executing Court shall release the amount of compensation in favour of the respondents No.1 and 2 subject to their furnishing adequate indemnity bonds/affidavit in terms of the aforesaid.

02.12.2022.

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**(VINOD S. BHARDWAJ)
JUDGE**

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