

S/L 17
08.9.2023
Court No.26
SD

WPA 15758 of 2016

Sri Sanjit Kumar Sil @ Sanjit Sil
Vs.
The Union of India & Ors.

Mr. Sanat Kumar Roy

...for the Petitioner.

Mr. Guddu Singh

...for the Respondent.

This is an application under Article 226 of the Constitution of India wherein the writ petitioner submits that the respondent authorities have not paid the insurance amount in strict compliance of the terms of the policy. The particular incident of theft of the vehicle took place on 27/28.7.2014 from the compound of Khadina More besides Great Eastern Trading Company, Chinsurah.

As per the terms of the policy, the respondents conceded to settle the scheme on compromise basis at the rate of 75% of the admissible claim under the policy. Compromise settlement had been reached between the parties because of losing ignition key on the part of the petitioner.

It is to be noted that by a letter dated April 15, 2016 the insurance company has written to the petitioner informing him that the claim can be settled on the above basis of 75% as the ignition key has been lost on the part of the petitioner. Reply to the said letter gives an explanation as to why no ignition key was given. According to the petitioner, as the dashboard of the vehicle has been replaced

after the occurrence of two accidents, the system worked without any ignition key but was followed by the mainline switches.

In light of the same, petitioner has submitted that there was no question of any ignition key at all. In the compromise petition filed before the insurance-ombudsmen, the petitioner made the same submission as made in his earlier letter. Accordingly, the claim was settled at 75%.

Subsequently, the petitioner filed a writ petition on August 9, 2016. Affidavit direction has been given in this matter and affidavits were exchanged. It is only in the affidavit-in-reply that a letter has been submitted by the petitioner dated July 30, 2014 wherein it appears that the ignition keys of the truck were returned to the insurance company.

Counsel appearing on behalf of the respondents submits that this document is not on record in their files and this letter was never received by the insurance company.

Upon perusal of the documents, it is clear that if the particular document dated July 30, 2014 was on record, the petitioner would have referred to the same much earlier and not replied to the letter issued by the respondent dated April 15, 2016 and also referred to the same in the application before the ombudsman. However, the same was never done by the petitioner.

Furthermore, when the writ petition was filed in the month of August 2016, this letter was not annexed to the writ petition. It is clear that this letter appears to be a manufactured letter and has also been annexed in the reply

to make out a case of delivery of the ignition key to the insurance company when the stand of the petitioner all along in the application that there is no question of ignition key of the said truck.

In light of the same, I find no merit in this writ petition. Accordingly, this WPA 15758 of 2016 is dismissed.

Normally, costs should be imposed upon such a petitioner. However, on request of the counsel appearing on behalf of the petitioner, no cost is imposed.

All parties are to act on the website copy of this order.

(Shekhar B. Saraf, J.)