2023:PHHC:056290

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

110 **CR-2345-2023**
Date of decision : 21.04.2023

United India Insurance Company Ltd.
... Petitioner

Versus

Sandeep .. Respondent

CORAM :HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL

Present:- Mr. D.P. Gupta, Advocate for the petitioner.

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Anupinder Singh Grewal, J. (Oral)

The petitioner/Insurance Company has challenged the order dated 17.03.2023 (Annexure P-9) whereby its objections have been dismissed by the Executing Court.

Learned counsel for the petitioner submits that the decree which had been obtained by the respondent/plaintiff was ambiguous and no specific amount had been decreed and therefore, it cannot be executed. He also submits that the Executing Court cannot award any interest and the bank account of the petitioner/Insurance Company has been erroneously attached by the impugned order (Annexure P-9).

Heard.

The respondent/plaintiff had filed a suit for declaration that the letter reference No.Ag/AG.03/12 dated 09.04.2012 regarding claim No.11048731/1/01/90000211 in policy No.110487/31/01/00008481 issued by the petitioner/defendant No.1 (Insurance Company) is null and void, it is not binding upon the plaintiff and he is entitled to the legal claim in respect of this policy and mandatory injunction be issued against defendant No.1 regarding the relief.

The suit preferred by the respondent/plaintiff was dismissed by the trial Court on 30.07.2014 (Annexure P-2) but the appeal filed thereagainst had been allowed and the suit was decreed by order dated 17.08.2017 (Annexure P-4). The respondent/decreeholder is stated to have purchased a vehicle from Sher Singh on 19.09.2011 and the endorsement to this effect in the registration certificate was carried out on 26.09.2011. The vehicle had been insured with the petitioner/defendant No.1 (Insurance Company) and the validity of the insurance was from 22.03.2011 to 21.03.2012. The vehicle had been stolen on the intervening night of 09/10.10.2011. It was held by the Appellate Court that as the registration had been validly transferred in favour of the respondent/plaintiff, the insurance was valid and therefore, the petitioner/defendant No.1 (Insurance Company) cannot escape its liability under the policy.

Therefore, I do not find any merit in the contention of the counsel for the petitioner that as the decree was not for a specified amount, the same cannot be executed. It had been set out in the decree that the respondent/plaintiff would be entitled to the claim under the insurance policy. The claim is to be quantified in terms of the policy and paid to the claimant. The petitioner/judgment debtor is to satisfy the decree and only thereafter, its account could be released.

Consequently, I do not find any merit in this petition which stands dismissed.

(ANUPINDER SINGH GREWAL)
JUDGE

April 21, 2023
sonia gugnani

Whether speaking/reasoned : Yes/No
Whether Reportable : Yes/No