

IN THE PUNJAB AND HARYANA HIGH COURT AT
CHANDIGARH

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CWP-8822-2024 (O&M).
Date of Decision: 22.04.2024.

UNITED INDIA INSURANCE COMPANY LIMITED

.. Petitioners

Versus

THE PERMANENT LOK ADALAT (PUBLIC UTILITY SERVICES),
REWARI AND ANOTHER

... Respondents

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

Present: Mr. V. Ramswaroop, Advocate,
for the petitioner.

VINOD S. BHARDWAJ, J. (ORAL)

Challenge in the present petition is to the award dated 01.12.2023 (Annexure P-1) passed by the Permanent Lok Adalat (Public Utility Services), Rewari, whereby the application preferred by the respondent No.2-applicant M/s Overseas Trading Corporation has been allowed and the petitioner-Insurance Company has been directed to pay an amount of Rs.5,08,909/- along with interest @ 9% per annum from the date of last payment till realization.

Learned counsel appearing on behalf of the petitioner-Insurance Company contends that the respondent No.2-applicant filed an application under Section 22-C of the Legal Services Authorities Act, 1987, before the Permanent Lok Adalat (Public Utility Services), Rewari, for claiming its benefit under the Insurance Policy

No.2216001216P103198970, which was for an amount of Rs.50 lakhs arising out of an event that occurred on 28.01.2017 at around 11:45 P.M. when six dacoits entered inside the factory premises of respondent No.2 along with vehicles and fled away with loaded raw material, work in progress and finished items of copper. An information in this respect had been sent to the police whereupon an FIR No.96 dated 29.01.2017 under Sections 342, 395 and 397 of the Indian Penal Code, 1860 and under Section 25/54/59 of the Arms Act was registered at Police Station, Model Town, Rewari. He contends that the assessed loss by the respondent No.2-applicant was of Rs.41,93,933.55 paise without excise duty and without VAT and that a net loss amounting to Rs.39,23,559/- was assessed by the Surveyor appointed by the petitioner-Insurance Company as per his report submitted in March 2017. The parties agreed to settle the entire claim for a sum of Rs.37,69,665/- which was inclusive of assessed net loss of Rs.33,26,000/- and Rs.4,43,665/- towards excise duty.

Learned counsel for the petitioner-Insurance Company further contends that as against the said settlement amongst the parties, an amount of Rs.29,33,869/- + Rs.3,31,872/- had already been released and hence, there was no further amount payable to the respondent No.2-applicant.

Learned counsel for the petitioner-Insurance Company submits that the claim in question was filed for the balance amount of Rs.5,03,924/- which the respondent No.2-applicant claimed to be due to him and having not been released despite the agreement amongst the parties but an amount over and above the agreed amount has been awarded.

I have heard learned counsel appearing for the respective parties and have also gone through the award passed by the Permanent Lok Adalat (Public Utility Services), Rewari.

I find that there is no illegality or perversity in the award passed by the Permanent Lok Adalat (Public Utility Services), Rewari in so far as the reasoning adopted and settlement amongst the parties is concerned, however, a typographical error is noticed in para No.13 where the liability of the petitioner-Insurance Company mentioned as Rs.36,69,665/- by giving a total of (Rs.33,26,000/- + Rs.4,43,665/-). The sum total of the amounts mentioned actually comes to Rs.37,69,665/-. Similarly, after deduction of Rs.29,33,869/- + Rs.3,31,872/- total Rs.32,65,741/-, the amount held payable to the respondent No.2-applicant against the total agreed amount was read as Rs.5,08,909/- and as against the said amount, the amount actually payable to the respondent No.2-applicant was Rs.5,03,924/- and not Rs.5,08,909/- as awarded by the Court. Ordinarily any such modification would have necessitated issuance of notice to the other party, however, as it is a small amount and issuance of notice would only subject the respondent No.2-applicant to unnecessary expenses, the award is modified partly to the extent as above and to the said typographical/calculation error committed by the Permanent Lok Adalat (Public Utility Services), Rewari. The amount of Rs.5,08,909/- payable to the respondent No.2-applicant be thus read as Rs.5,03,924/-.

The petition stands disposed of accordingly.

April 22, 2024.
raj arora

(VINOD S. BHARDWAJ)
JUDGE

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