

IN THE PUNJAB AND HARYANA HIGH COURT AT
CHANDIGARH

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CWP-17445-2018
Date of Decision: 26.02.2024

IFFCO TOKIO GENERAL INSURANCE COMPANY LTD.

..... Petitioner

VERSUS

NITIN AGGARWAL AND ANOTHER

.... Respondents

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

Present: Mr. Yogesh Gupta, Advocate
for the petitioner.

Mr. Vikas Kumar, Advocate
for respondent No.1.

VINOD S. BHARDWAJ, J. (ORAL)

1. Prayer made in the present writ petition is for setting aside the impugned Award dated 09.01.2018 passed by the Permanent Lok Adalat (Public Utility Services), Gurugram whereby the application under Section 22-C of the Legal Services Authorities Act, 1989 preferred by the respondent No.1 has been allowed and the petitioner-Insurance company has been directed to pay a sum of Rs. 8,73,168/- alongwith interest @ 9% per annum from the date of order till its realization.

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2. Briefly summarized the facts of the present case are that the petitioner Insurance Company had issued Swasthya Kavach (Family Health) policy bearing No. 52368804 in favour of respondent No.1 for a sum of Rs. 5 lacs which was valid for the period from 06.06.2014 to 05.06.2015. An accident occurred on 11.06.2014 for which FIR No. 348 dated 11.06.2014 was registered at Police Station Keshav Puram, District North West Delhi for offences under Section 279, 337, 304-A of the Indian Penal Code, 1860. It was mentioned therein that as per the medico legal examination of respondent No.1, that there was a smell of Alcohol and two other persons who were co-passengers and driving the vehicle in question were also smelling of alcohol. There were a total of 04 persons travelling in the vehicle out of which two persons succumbed to the injury sustained in the said incident. The respondent No.1 submitted a claim to the petitioner Insurance Company under the aforesaid policy in respect of re-imbursment of the treatment expenses. The same was however repudiated by the petitioner Insurance Company on the ground that the claim was not admissible as per the policy terms and conditions since there was a smell of alcohol present in the breath of respondent No.1-applicant as recorded in the FIR and the medico legal examination. The claim thus fell in the Exclusion Clause No.9 of the said policy which is extracted as under:-

“Convalescence, general debility, run down condition or rest cure, congenital Disease or defects

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or anomalies, sterility, venereal Disease, intentional self injury and use of intoxicating drugs/alcohols.”

3. The above said repudiation was challenged by the respondent-applicant by filing an application before the Permanent Lok Adalat (Public Utility Services), Gurugram. The petitioner Insurance Company entered appearance and raised the above said objection reiterating the breach of the policy terms and conditions and defended its decision to repudiate the claim.

4. As the efforts for amicable resolution of the dispute failed to fructify in a settlement, adjudication under Section 22-C (8) of the Legal Services Authorities Act, 1987 was undertaken by the Permanent Lok Adalat. Upon consideration, the claim filed by the respondent-applicant was allowed. Aggrieved thereof, the present writ petition has been filed.

5. Counsel for the petitioner has reiterated his argument that there is a breach of the policy terms and condition and the claim fell under the category of Exclusion Clause No.9 extracted above, the respondent is not entitled to the benefit of the Insurance cover under the said policy. He has placed reliance on the judgment of the Hon'ble Supreme Court in the matter of ***“IFFCO Tokio General Insurance Company Ltd. versus Pearl Beverages Ltd.”*** reported as ***2021 (3) R.C.R. (Civil) 1*** to contend that the defence of the petitioner Insurance Company has been not accepted by the Permanent Lok Adalat solely on the ground that there was no positive evidence in the form of blood

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test/breath analyzer test on the basis whereof it could be conclusively determined that the respondent No.1-applicant had consumed alcohol. It is submitted that the Hon'ble Supreme Court has held in the above said case that alcohol-blood level is not the only way to prove that a person was under influence of alcohol and that the insurer cannot be barred from proving its case on the strength of other material. He thus reiterates that the version as recorded in the FIR as well as the medico legal examination conducted by the doctors corroborated that there was a smell of alcohol on the deceased as well as the respondent No.1. Hence, the respondent No.1 had indulged in use of alcohol disentitling him to the benefits under the Insurance policy. Relevant paragraphs of the aforesaid judgment relied upon by the counsel for the petitioner are extracted as under:-

56. We have set out the provisions of Sections of 185, 203 and 204 to deal with the argument of the parties based on the impact of these provisions, upon the operation of exclusion clause of the Contract of Insurance in a case, which does not involve any third party. The Contract of Insurance, in the present case, is a comprehensive Contract of Insurance dealing with own damage and, no doubt, also third party. What is, however, involved in this case, is the liability alleged with the Insurer under Clause (A), which deals with 'own damage'.

57. In regard to a claim involved in this case as aforesaid, we are of the view that there is nothing in

law which would otherwise disentitle the appellant from setting up the case that the exclusion clause would disentitle the respondent from succeeding. As to whether it is a case of driving of the vehicle under the influence of the alcohol is different matter, altogether. The requirement of Section 185 is in the context of a criminal offence. While it may be true that if there is a conviction under Section 185, it would, undoubtedly, fortify the Insurer in successfully invoking Exclusion Clause 2(c), is the reverse also true? We expatiate. If prosecution has not filed a case under Section 185, that would not mean that a competent Forum in an action alleging deficiency of service, under the Consumer Protection Act, is disabled from finding that the vehicle was being driven by the person under the influence of the alcohol. The presence of alcohol in excess of 30 mg per 100 ml. of blood is not an indispensable requirement to enable an Insurer to successfully invoke the clause. What is required to be proved is driving by a person under the influence of the alcohol. Drunken driving, a criminal offence, under Section 185 along with its objective criteria of the alcohol-blood level, is not the only way to prove that the person was under the influence of alcohol. If the Breath Analyser or any other test is not performed for any reason, the Insurer cannot be barred from proving his case otherwise.

58. What we are dealing in this case is, construction of words in a contract between the parties. There is no case for the respondent that the

terms of the contract to exclude the liability of the appellant, are in any way illegal. We can without difficulty imagine a circumstance in which the proposition that should the Insurer fail to establish a case in terms of Section 185 BAL (Blood Analyser Test), it would fail, may not be the proper approach to the issue. It is not difficult to contemplate that the accident may take place with the driver being under the influence of alcohol and neither the Breath Test nor the laboratory test is done. A driver after the accident, may run away. A test may never be performed. However, there may be evidence available which may indicate that the vehicle in question was being driven at the time of the accident by a person under the influence of alcohol. It cannot then be said that merely because there is no test performed, the Insurer would be deprived of its right to establish a case which is well within its rights under the contract.

Xxx xxxx xxxx xxxx xxxx xxx xxx xxxx

103. However, In cases, where there is no scientific material, in the form of test results available, as in the case before us, it may not disable the insurer from establishing a case for exclusion. The totality of the circumstances obtaining in a case, must be considered. The scope of the enquiry, in a case under the Consumer Protection Act, which is a summary proceeding, cannot be lost sight of. A consumer, under the Act, can succeed, only on the basis of proved deficiency of service. The deficiency of service would arise only with reference to the terms of

the contract and, no doubt, the law which surrounds it. If the deficiency is not established, having regard to the explicit terms of the contract, the consumer must fail.

104. It is, in this regard, we would think that an exclusion of the nature involved in this case, must be viewed. We can safely proceed in this case, on the basis that the person driving the vehicle had consumed alcohol. We can proceed on the basis that he drove the car after having consumed alcohol. It is true that the exact quantity, which he had consumed, is not forthcoming. The fact that he smelt of alcohol, is indisputable, having regard to the contents of the FIR and also the MLC. He was accompanied by PW3. PW3 also smelt of alcohol. The incident took place in the early hours of 22.12.2007. It happened at New Delhi. It is further clear that it happened in the close vicinity of India Gate. The driver and the passenger were in their twenties. At that time of the day, viz., the early hours, the version of the parties must be appreciated without reference to any possibility of the accident happening as a result of any sudden incident happening, as for instance, attempted crossing of a person or an animal, which necessitated the vehicle, being involved in the accident, in the manner, which is borne out by the FIR. There is simply no such case for the respondent. It is clear that we can safely proceed on the basis that the vehicle was driven in a rash and negligent manner, having regard to the conviction entered under Section 279 of the IPC. This is also to

be viewed in the context of the respondent putting up the case that the driver had not consumed alcohol and that the case, even under Section 279 of the IPC was a false case. Still further, if we examine the exact nature of the accident, it speaks eloquently for the influence, which the consumption of alcohol had produced on the driver of the vehicle. The car, which is undoubtedly a Porsche, which we presume, has a very powerful engine and capable of achieving enormous speed, is reported to have gone out of control and hit at a massive force with the footpath of the road. It overturned. It caught fire. In fact, it is the case of the respondent that the car was a complete wreck. It was described as a total loss. The vehicles of the fire brigade came to douse the fire. We are conscious that speed and its impact can be relative to the road, the traffic and the speed limits. The FIR refers to the car being driven very fast. A person can be rash and negligent without having been under the influence of alcohol. At the same time, being under the influence of alcohol can also lead to rash and negligent driving. They are not incompatible.

105. This Court would not be remiss, if it takes into account the improbability of any traffic worth the name at the time of the accident. While we may be in agreement with the respondent that it would be for the insurer to make out a case, for pressing the Exclusion Clause, we cannot be oblivious to the fact that there is no material in the pleadings of the respondent or in the evidence tendered for explaining the accident. We

can take judicial can take judicial notice of the fact that the roads in the Capital City, particularly in the area, where the accident occurred, are sufficiently wide and the vehicle dashing against the footpath and turning turtle and catching fire, by itself, does point to, along with the fact that the alcohol which was consumed manifests contemporaneously in the breath of the driver, to conclude that alcohol did play the role, which, unfortunately, it is capable of producing.

106. Applying the principles, which have been referred to, to the facts of the present case, we summarize the following conclusions:

A. Firstly, in the MLC, in regard to the driver, the Report, inter alia, indicates that smell of alcohol (+);

B. Pertinently, the very same Report is there in regard to the co-passenger. Both the driver and the passenger were in the late twenties;

C. The smell of alcohol has been discerned by a Medical Practitioner;

D. Though the case was set up by the respondent that the driver had not consumed alcohol, the driver, in his evidence (Affidavit evidence), has not even stated that he has not consumed alcohol, as was the specific case set up in the complaint. On the other hand, the alternate case, which was set up that he was not under the influence of alcohol, alone was deposed to. This is even though the respondent had reiterated in the Rejoinder Affidavit that the

driver of the vehicle had not consumed alcohol or any other intoxicating drink/drug;

E. Even the NCDRC has proceeded on the basis that the driver had consumed some alcohol. Therefore, the conclusion is inevitable that the appellant has established that the driver had consumed alcohol and was driving the vehicle, when the accident took place:

F. There is no evidence as to the quantity of alcohol consumed. It is also true that there is no evidence other than the smell of alcohol being detected on both the driver and the co-passenger, of any other effects of consumption of alcohol;

G. The requirement under Section 185 of the Motor Vehicles Act is not to be conflated to what constitutes driving under the Influence of alcohol under the policy of insurance in an Own Damage Claim. Such a claim must be considered on the basis of the nature of the accident, evidence as to drinking before or during the travel, the impact on the driver and the very case set up by the parties.

H. The other aspect, which is pressed is, as regards the manner in which the accident itself occurred. In this regard, it is clear that in any such case, this is an Important circumstance, which may establish that the driver was under the influence of alcohol. Driving, while under the influence of alcohol, is to be understood as

driving when, on account of consumption of alcohol, either before commencement of driving or during the driving and before the accident, when consumption of alcohol by the driver would affect (influence) his faculties and his driving skills. We would expatiate and hold that it means that the alcohol consumed earlier was the cause or it contributed to the occurrence of the accident.

I. The respondent has no case that the accident occurred as a result of a sudden event which took place, which necessitated the car being driven into the footpath. For instance, if there was sudden attempted human or animal crossing, and the driver to obviate any such accident, may drive in the manner, which culminated in the accident. It would be a case where the driver would still be in control of his faculties even while having caused the accident. There is material (particularly, in the nature of the Summary Proceedings) under the Consumer Protection Act, in the form of the FIR. The Police Officer, who has lodged the information has specifically stated that the car was being driven in a very fast manner;

J. The driver, in his chief examination, has not given any explanation, whatsoever, for the happening of the accident. He does not have a case that there was any breakdown in the car or of the brakes.

K. The driver has pleaded guilty and stands convicted under Section 279 of the IPC, which penalises rash or negligent driving.

A person, who is not under the influence of alcohol, can be rash and negligent. But a person, who is under the influence of alcohol, can also be rash and negligent. In other words, they are not wholly incompatible. On the other hand, being under the influence of alcohol, aggravates the possibility of rash and negligent driving as it can be the proximate cause. The car was driven by the driver aged about 27. Both, he and his companion had, indeed, consumed alcohol. The accident took place when the road would have been wholly free from any traffic (There is no case whatsoever that the accident was caused by another vehicle being driven in any manner or any person or animal attempting to cross the road or otherwise deflecting the attention of the driver). The accident has no apparent cause, even according to the respondent and the driver and his companion (PW3), yet we are asked to believe that the driver was in full control of his senses. If the State Commission, in the circumstances, believed the version of the respondent, in a summary proceeding, we would believe that NCDRC erred in interfering, on the reasoning, which we find as erroneous.

107. What is in a summary proceeding noteworthy, is in the setting of the width of the road (a road near India Gate, New Delhi) and the thinnest possible traffic, and without the slightest excuse, hitting at the footpath with massive force, not being able to maintain control, hitting the electric pole, the wall of the children park. The impact is so much that it led to the overturning of the car and what is more, catching fire of the vehicle. This accident is inexplicable, if the driver is to be believed as PW2, when he deposed "I was in my full senses and capable of exercising full control over the car, at the time of the accident". It is more probable that his drink, seat led to the car the facts, the view of the State Commission is a plausible view."

6. Controverting the arguments raised above, counsel for the respondent No.1-applicant has vehemently argued that the petitioner-Insurance Company has improperly invoked the Exclusion Clause 9 of the policy document. He contends that Exclusion clause entitles the company to repudiate a claim in the event the insured has sustained the injuries on account of the use of intoxicating drugs/alcohol. He submits that as on the date of the accident, the respondent No.1-applicant was not driving the vehicle that met with an accident. Hence, there is no direct co-relation in the injury and consumption of alcohol (assuming

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for the sake of arguments that the respondent No.1 had consumed alcohol).

7. He has also referred to the award passed by the Permanent Lok Adalat (Public Utility Services), Gurugram wherein the above said contention of the petitioner-Insurance Company has been dealt with. The Permanent Lok Adalat has considered the objections of the Insurance Company and recorded its findings as under:-

5. The moot question that requires probing and determination is whether, the case of the petitioner is covered by the terms and conditions of the insurance policy. As per term no. 9 under the head 'what is not covered' on page 11 of the terms and conditions of the insurance policy, "Convalescence, general debility, run down condition or rest cure, congenital Disease or defects or anomalies, Sterility. venereal Disease, intentional self injury and use of intoxicating drugs/alcohols" is not covered under the insurance policy.

6. The learned counsel for the respondent after drawing attention towards above term and condition has urged before me that as per medical legal report (Annexure B), the petitioner at the time of his medical examination on 11-06-2014 conducted at Bhagwan Mahavir Hospital, Pitampura, Delhi, was smelling of alcohol, which fact is also mentioned in the FIR. He has further urged that this medical examination was conducted at a Government Hospital and there was no reason for the doctor, who prepared the medical legal

report to mention a false fact. He has thus urged that on the file, it is established that petitioner had used alcohol and therefore, his case is not covered under the terms and conditions of the insurance policy as referred above. He has thus urged that the petitioner is not entitled to be indemnified for the expenses he incurred on his treatment, amounting to Rs. 8,73,168/-, in Medanta Hospital, the Medicity Hospital, Gurugram.

7. However, after giving thoughtful consideration to the plea raised on behalf of the respondent for the reasons mentioned hereinafter we do not concur with the same. No doubt, in the MLC (Annexure B), it has been mentioned that the petitioner Naresh was smelling of alcohol at the time of his medical examination on 11-06- 2014. However, besides this evidence, there is no other conclusive and clinching evidence on the file that petitioner Nitin had used alcohol. There is no urine or blood report of the petitioner on the file from where it could be conclusively drawn and inferred that petitioner had consumed alcohol before his accident. Now it is well settled that without there being a urine and blood report, it cannot be held that a person has consumed alcohol. It is pertinent to mention here that there are certain medicines which contain certain percentage of alcohol, and if taken orally, then a smell like alcohol is emitted from their mouth.

8. Further from the treatment record of Medanta Hospital, the Medicity Hospital, there is

nothing which could reveal that at the time of admission of the petitioner in Medanta Hospital, the Medicity Hospital, he was smelling of alcohol.

9. Moreover, there is no cogent evidence on the file that at the time of accident the petitioner Nitin was under the influence of alcohol. The medical examination of petitioner Nitin which was conducted in Bhagwan Mahavir Hospital, Pitampura, Delhi, on 11-06-2014 also merely shows that the doctor had written that, at the time of examination of petitioner Naresh, he was smelling of alcohol. He has not written that he was under the influence of alcohol. Thus, there is no cogent evidence on the file that Nitin was under the influence or intoxication of liquor at the time of accident. Moreover, merely, consumption of liquor is not a test for application of exclusionary clause of the policy, what is contemplated in the exclusionary clause of the policy is something more than merely consumption of liquor.

10. Therefore, after rebutting the plea raised on behalf of the respondent, we hold that the petitioner is entitled to be indemnified by the respondent/IFFCO TOKIO General Insurance Company for the expenses of Rs, 8,73,168/- incurred by him on his treatment at Medanta Hospital, the Medicity Hospital which fact is established on the file by the bills of his treatment from Medanta Hospital, the Medicity Hospital.

8. Referring to the above, it is argued that a mere use of expression smelling of alcohol cannot be interpreted to mean that there

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was use of alcohol by the respondent No.1-applicant, He further submits that the judgment relied upon by the petitioner would not be applicable to the facts of the instant case since there is no dispute as regards the respondent-applicant not being Driver of the offending vehicle under any influence of intoxicant and that the accident in question cannot be attributed to any act or omission on the part of the respondent-applicant. A further attention is drawn to the specific Exclusion clause in the above said policy which was subject matter of consideration for the Hon'ble Supreme Court in the matter of ***Pearl Beverages Ltd.*** (supra) where the terms of the Exclusion clause were in stark difference to the Exclusion contained herein. The said clause reads thus:-

“The Clause in controversy reads as follows:

(2) The company shall not be liable to make any payment in respect of:

(a) xxx xxx xxx

(b) xxx xxx xxx

(c) any accidental loss or damage suffered whilst the insured or any person driving the vehicle with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.”

9. It is contended that the insurance company in the above said case (supra), was entitled to repudiate an insurance claim if an accident occurred where it was known to the insured that the vehicle was being driven by a person who was under the influence of alcohol and he had permitted him to drive despite a knowledge about the person being

under the influence of alcohol while driving the vehicle. There is no such provision that has been incorporated in the policy terms and conditions in hand. Consequently, the Exclusion cannot be invoked in the present case by taking aid of the clause which was subject matter of consideration before the Hon'ble Supreme Court in the matter of ***Pearl Beverages Ltd. (supra)***. The knowledge and consent of the insured itself to the vehicle being driven under influence of intoxicant deprived him of the benefits of the insurance policy in the said case which is not the scenario in the present case at hand.

10. It is also argued by the learned counsel appearing on behalf of the respondent No.1 that a Permanent Lok Adalat (Public Utility Services), is required to be guided by principles as laid down under Section 22 (D) of the Legal Services Authorities Act, 1987 i.e. objectivity, fairness, equity, principle of natural justice and other principle of justice. Hence, once a view taken by the Permanent Lok Adalat, on the assessment of the evidence brought before the Permanent Lok Adalat, is a just view not impermissible in law, such exercise of discretion should not ordinarily be disturbed by the High Court in exercise of its power of judicial review.

11. I have heard learned counsel appearing on behalf of the respective parties and have gone through the documents available on record.

12. The ratio laid down by the Hon'ble Supreme Court in the matter of *Pearl Beverages Ltd.*” (*supra*) is not in dispute. The Hon'ble Supreme Court specifically held that the alcohol/blood level as the sole proof to establish as to whether a person is under the influence of alcohol or not cannot be accepted and that the Insurance company is entitled to justify its decision of repudiation/Exclusion by referring to any other admissible, cogent and objective evidence. Undisputedly, the sole evidence relied upon by the petitioner-Insurance company is the remark recorded in the FIR about the respondent-applicant smell of alcohol and a similar entry made in the medico legal examination by the concerned doctor. The question which comes up for consideration is as to whether a mere smell of alcohol on the insured can be construed as a proof of use of alcohol by the insured to justify repudiation as stipulated to be an Exclusion under the terms and conditions of the policy document.

13. Exclusion of the benefits under a term insurance claim is to be construed strictly as they deprive an insured of the benefits that are already assured. Thus, the burden lies upon an Insurance company to establish that there was use of alcohol by the person resulting in causing the injuries sustained or the accident. The above said aspect has been considered by the Permanent Lok Adalat and it is specifically noticed that apart from the above said record, the doctors have nowhere specified that the respondent-applicant had consumed alcohol. Further,

it is also not in dispute that the respondent-applicant was not driving the offending vehicle at the time of accident and was a co-passenger. The term of the Exclusion in Clause 9 extracted above is admittedly at variance from the clause that was under consideration of the Hon'ble Supreme Court in the matter of *Pearl Beverages Ltd. (supra)* which stipulated an Exclusion even where the vehicle was being driven by a person under the influence of alcohol with the knowledge and consent of an insured. Hence, if a person has voluntarily subjected himself to certain exposure of enhanced risk by allowing other to drive a vehicle knowing fully well that such person has resorted to use of alcohol, the principles of *volenti-non-fit injuria* got attracted and have been applied by the Hon'ble Supreme Court. Such Exclusion is, however, absent in the policy document in hand. Hence, the ratio of the judgment is *per se* not applicable to the facts and the distinct expression used in the Exclusion Clause.

14. At the same time, in the above said judgment, Hon'ble Supreme Court specifically noted that the Driver of the offending vehicle in the said case, in his evidence had not stated on oath that he had not consumed alcohol notwithstanding that a specific case alleging consumption of alcohol has been set up against him. Hence, there was no *per se* denial of the Driver being under the influence of alcohol at the time of driving the vehicle in question. However, it was also noticed that the totality of the circumstances established that the Driver caused

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the accident under an aggravated influence of alcohol and considering the specific clause of the exclusion, the order passed by the Consumer Court was set aside. Such supporting evidence is, however, not available on perusal of the documents/evidence adduced on record.

15. Admittedly, the respondent-applicant was taken to Medanta Hospital on the same day and there was no smell of alcohol recorded by the Medanta Hospital. Hence, the possibility of the smell, on account of being a co-passenger alongwith any other person who may have consumed or used alcohol, also being detected from the respondent No.1 cannot be entirely ruled out.

16. Taking into consideration, the above said circumstances, the specific exclusion Clause of the Agreement and the difference between the expression used in the policy terms and conditions in the case at hand viz-a-viz in the terms and conditions of the policy in the matter of ***Pearl Beverages Ltd. (supra)***, as well as the report of Medanta coupled with the fact that the insured was undisputedly not driving the vehicle and had in no way contributed to the occurrence of the accident; I am of the opinion that the view adopted by the Permanent Lok Adalat (Public Utility Services), Gurugram cannot be said to be wholly unsustainable or being in conflict with any rational conclusion which can be drawn on the strength of the evidence.

17. A Court of law, when presented with a choice between a viewpoint that mitigates the suffering and hardship of accident victims

or their dependents, and on opposing viewpoint that focuses on maintaining the profitability of insurers who manage occupational risks as part of their business activities, the verdict is unequivocal. The Court would be inclined to support the viewpoint that aids victim. This stance is consistent, even from purely doctrinal approach, adhering to the principle of ‘reading down’ exclusion clauses to prevent them from conflicting with the provisions’ fundamental goal. The objective should be to integrate the two viewpoints, rather than allowing the exclusion clause to detract from the primary aim. Once the view is a possible view, upon consideration of the evidence adduced before it, the same should not ordinarily be upset merely because any other view is also possible. The High Court, in exercise of its powers of judicial review does not sit as a court of review and substitute the discretion exercised by the Permanent Lok Adalat for an opinion of its own.

18. In view of the circumstances notice above, I am of the opinion that the award passed by the Permanent Lok Adalat exercising the discretion in favour of the respondent-applicant cannot be perceived as illegal, improper, suffering from non-appreciation of the evidence or an impropriety. The present writ petition is dismissed accordingly.

FEBRUARY 26, 2024
Vishal sharma

(VINOD S. BHARDWAJ)
JUDGE

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