IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

FAO-7127-2015 (O&M)
Reserved on : 28.11.2024
Date of Decision : 10.12.2024

Tata AIG General Insurance Company Ltd. ....Appellant

VERSUS

Roshan Lal and Others ....Respondents

FAO-7401-2015 (O&M)

Tata AIG General Insurance Company Ltd. ....Appellant

VERSUS

Ravi and Others ....Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Sachin Ohri, Advocate
for the appellant-Tata AIG General Insurance Company Ltd.
in both the appeals.

Ms. Jyotsna Saini, Advocate for
Mr. Ashish Yadav, Advocate for respondent No.1
in FAO-7401-2015.

Mr. B.K. Bagri, Advocate for respondent No.1
in FAO-7127-2015.

Mr. Vinod Chaudhri, Advocate
for respondent No.4-Oriental General Insurance Co. Ltd.
in both the appeals.

ALKA SARIN, J. (Oral)

1. Present order shall dispose off the above-captioned appeals filed by Tata AIG General Insurance Company Ltd. aggrieved by the award

dated 08.05.2015 passed by the Motor Accident Claims Tribunal, Rewari (hereinafter referred to as the 'Tribunal').

2. Since the factum of the accident is not in dispute, the facts are not being adverted to for the sake of brevity.

3. The only argument raised by learned counsel for the appellant-Tata AIG General Insurance Company Ltd. in the present case is that initially the Insurance Company was impleaded as a party. However, after filing of their written statement, an application was filed for deleting their name, which application was allowed vide order dated 09.09.2014. The stand taken by the appellant-Tata AIG General Insurance Company Ltd. was that the truck bearing registration No.HR-61-9071 (hereinafter referred to as the 'offending vehicle') was insured with respondent No.4-Oriental Insurance Co. Ltd. during the relevant period. After the deletion of their name from the array of parties vide order dated 09.09.2014, the appellant-Tata AIG General Insurance Company Ltd. received summons from the Tribunal for production of documents as asked for by the other respondents. The said documents were produced. Thereafter, vide order dated 06.05.2015 the appellant-Tata AIG General Insurance Company Ltd. was once again impleaded as a party and Mr. Ashok Yadav, Advocate, who was earlier their counsel and now representing the Oriental Insurance Co. Ltd. in the same very case was asked to appear in the matter and vide award dated 08.05.2015 the liability was fastened on the appellant-Tata AIG General Insurance Company Ltd. herein.

4. Learned counsel for the appellant would contend that the relationship of client and counsel ended once the name of the appellant was deleted from the array of parties and that after impleading them as a party on

06.05.2015 and without giving them any opportunity of leading any evidence the matter was decided vide award dated 08.05.2015.

5. *Per contra* learned counsel for the respondents have contended that on the same very day two separate accidents were caused because of the rash and negligent driving of the driver of the offending vehicle bearing registration No.HR-61-9071, one being the present accident, which took place at about 02.00 pm. On the same date i.e. 13.11.2012, the offending vehicle hit a motorcycle bearing registration No.HR-43A-7220. In the said case where the present appellant-Tata AIG General Insurance Company Ltd. was impleaded as a party and had led their evidence, the liability has been fastened on them. In view thereof, the liability has rightly been fastened on the appellant in the present case.

6. Heard.

7. In the present case though another accident did take place on the same very date i.e. 13.11.2012 by the offending vehicle, however, both the cases were decided separately and vide separate awards. Each case has to be decided on the basis of the pleadings and evidence led therein. In the present case, initially the Insurance Company was deleted from the array of parties and thereafter it was again impleaded as a party vide order dated 06.05.2015. Admittedly, the appellant-Tata AIG General Insurance Company Ltd. was not given any opportunity to lead evidence and on 08.05.2015 the impugned award was passed. Keeping in view the fact that once the Insurance Company had been deleted from the array of parties vide order dated 09.09.2014 and was again impleaded as a party vide order dated 06.05.2015, an opportunity ought to have been given to it for leading the evidence, if it so desired. The evidence led in the other case no doubt

pertains to the same very offending vehicle, however, the same cannot be read in evidence in the present case.

8. In view of the above, the award dated 08.05.2015 is set aside and the matter is remanded to the successor Tribunal for a decision afresh after affording two opportunities to the appellant-Tata AIG General Insurance Company Ltd. to lead its evidence and two opportunities to the respondents herein to lead any evidence in rebuttal in accordance with law. The parties to appear before the successor Tribunal on **20.12.2024** at **10.00 am**.

9. Both the appeals are disposed off in the above terms. Pending applications, if any, also stand disposed off.

(ALKA SARIN)
JUDGE

10.12.2024
jk

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO