



FAO-63-2009(O&M)

222 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

FAO-63-2009(O&M)
Date of decision: 15.01.2025

United India Insurance Company Limited

..Appellant

Versus

Om Parkash and others

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr.Gopal Mittal, Advocate for the appellant

ANIL KSHETARPAL, J. (Oral)

This appeal is pending for the last 16 years. On 30.04.2010 the following order was passed:-

“Prayer in the application is for permitting the applicant-appellant to effect service of un-served respondent No.3 by substituted service.

Perusal of the file shows that number of efforts made to serve respondent No.3 remained futile. He was not found to be residing at the given address. He has left the place without leaving his new address. In the claim petition he was shown to be resident of Parshant Vihar, Delhi and Ratia District Fatehabad. As the amount involved in the appeal is merely Rs.1,00,000/- and Rs.75,000/- have already been paid to the claimants. Inspite of service even driver of the vehicle and claimant have also not appeared. Let service of respondent No.3 be effected by affixation of summons at some place in the Court at Hisar and at Ratia and further at both the address respondent No.3 given in the memo of parties. Notices at both the addresses sent by registered post. Registered covers and requisite fee be deposited within two weeks.

Adjourned to 30.8.2010.

Copy of the order be given dasti on payment of usual process fee.”

The claimants are not represented.



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Heard learned counsel representing the appellant at length and with his able assistance perused the paperbook.

Learned counsel representing the appellant contends that the injured claimant was travelling in the insured jeep which was a private service vehicle. He submits that the occupant of the jeep shall not be covered by the policy.

This Court has considered the submissions made by the learned counsel representing the appellant.

In para 17 the Tribunal has held that no evidence has been led by the Insurance Company to prove violation of terms and conditions of the insurance policy by the insured.

Learned counsel representing the appellant has failed to draw the attention of the Court to any stipulation in the insurance policy which does not cover passenger travelling in the jeep that met with an accident.

Keeping in view the aforesaid facts, no ground to interfere is made out.

Hence, dismissed.

All the pending miscellaneous applications, if any, are also disposed of.

(ANIL KSHETARPAL)
JUDGE

15.01.2025
rekha

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