



CWP-29413-2018

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**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

(105)

CWP-29413-2018

Date of decision:- 26.11.2025

New India Assurance Co. Ltd.

...Petitioner

Versus

Bhupender and others

...Respondents

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present:- Mr. Vinod Gupta, Advocate, for the petitioner.

Mr. J.P.Jangu, Advocate, for respondent No.1.

...

SUVIR SEHGAL, J. (Oral)

1. This petition has been filed *inter alia* for issuance of a writ in the nature of certiorari for quashing award dated 15.03.2018, Annexure P-3, passed by the Permanent Lok Adalat, Public Utility Services, Narnaul (for short “the Lok Adalat”).

2. Mr. Vinod Gupta, Advocate, counsel for the petitioner, submits that respondent No.1 purchased a Bolero DI Jeep on 14.11.2015, and a temporary registration number was issued to the vehicle. Counsel states that on the same day, vehicle was insured with petitioner-company for a period of one year on deposit of the requisite premium and an insurance policy was issued. He states that the vehicle was involved in an accident on 27.12.2015, and an FIR bearing No.563 was lodged on 28.12.2015, under Sections 279, 337 and 427, IPC, at

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Police Station City Narnaul. He submits that on receiving an intimation regarding accident, a surveyor was appointed, who reported that the vehicle was totally damaged and cannot be repaired. Counsel asserts that the vehicle was running on an expired temporary registration number and claim was repudiated vide letter dated 17.06.2016, Annexure P-1. Counsel urges that an application filed under Section 22-C of the Legal Services Authorities Act, 1987 (for short “Act of 1987”) has been erroneously accepted by the Lok Adalat vide impugned award, Annexure P-3, fastening the liability on the insurance company and that too without framing the terms of settlement.

3. Per contra, counsel for respondent No.1, while supporting the impugned award, Annexure P-3, has argued that respondent No.1 possessed a valid insurance policy and petitioner-company cannot escape from its liability to compensate the owner of the vehicle, as it had been damaged beyond the scope of repair.

4. Having heard counsel for the parties and considering their respective submissions, this Court is of the view that the impugned award, Annexure P-3, deserves to be set aside and the matter deserves to be remitted to the Lok Adalat for redetermination.

5. A perusal of the impugned award, Annexure P-3, shows that the Lok Adalat has not taken notice of the fact that the vehicle was temporarily registered on 09.11.2015 to 08.12.2015, as is evident from Exhibit P-3, produced by counsel for the petitioner during the course of arguments. Counsel has made a reference to the reply filed by the petitioner before the Lok Adalat, wherein an objection has been taken that respondent No.1 has violated the



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terms and conditions of the insurance policy. It appears that petitioner has failed to take a specific objection regarding the vehicle being unregistered, when it met with an accident. As a result, Lok Adalat has not examined this aspect of the matter and has simply proceeded on the basis of FIR as well as surveyor’s report, whereby it was found the vehicle to be totally damaged. Furthermore, from the impugned award, it appears that Lok Adalat did not formulate the terms of settlement of dispute and did not give them to the parties as stipulated under Section 22-C (7) of the Act of 1987. As vital facts have escaped the notice of the Lok Adalat and mandatory procedure has not been adhered to, this Court has no option, but to set aside the impugned award, Annexure P-3, and remand the matter to the Lok Adalat for adjudication afresh.

6. For the reasons recorded above, impugned award, Annexure P-3, is set aside. Matter is remitted to the Lok Adalat, Narnaul, for fresh adjudication after following the procedure prescribed under the Act of 1987.

7. Writ petition is disposed of.

8. Parties are directed to appear before the Lok Adalat, Narnaul, on 15.12.2025, at 10:00 A.M., for further proceedings in accordance with law. Liberty is also granted to the parties to file any additional pleadings or documents, they intend to rely upon before the Lok Adalat.

(SUVIR SEHGAL)
JUDGE

26.11.2025
Pardeep

Whether Speaking/Reasoned	Yes
Whether Reportable	Yes