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

137(1-3)

Date of decision : 08.04.2024

1. FAO-7028-2019

Iffco Tokio General Insurance Company Ltd. ...... Appellant

versus

Mafi and others ...... Respondents

2. FAO-7154-2019

Iffco Tokio General Insurance Company Ltd. ...... Appellant

versus

Monika Rani and others ...... Respondents

3. FAO-7162-2019

Iffco Tokio General Insurance Company Ltd. ...... Appellant

versus

Sandeep and others ...... Respondents

CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN

Present: Mr. Vishal Aggarwal, Advocate
for the appellant(s) in all cases.

Mr. Pawan Attri, Advocate
for respondents No.1 and 2 in FAO-7028-2019.

Mr. Hardeep Kasan, Advocate and
Mr. Vipul Sharma, Advocate
for respondents No.1 to 5 in FAO-7154-2019

None for respondents No.3 and 4 in FAO-7028-2019
and for respondents No.6 and 7 in FAO-7154-2019
and for respondents No.2 and 3 in FAO-7162-2019.

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PANKAJ JAIN, J. (Oral)

1. These appeals are at the behest of insurance company. The only issue raised is whether valid insurance policy was in vogue on the date of accident or not.

2. Counsel for the appellant has emphatically assailed the findings recorded by the Tribunal on issue No.3. He submits that bare perusal of Ex.R-1 i.e. the insurance policy would reveal that the same was issued on 04.05.2016 and was valid for the risk commencing from the midnight of 30.04.2016 to midnight of 29.04.2017. He submits that from the policy, it is evident that the amount was received on 09.05.2016. He invokes provision as contained under Section 64VB of the Insurance Act to submit that there being no insurance contract in the eyes of law, insurance policy ought not have been relied upon by the Tribunal to fasten the appellant with the liability.

3. I have heard counsel for the parties and have carefully gone through the records of the case.

4. The policy was indeed issued on 04.05.2016. However, the same covered risk commencing from 30.04.2016 15:00 hrs. till midnight of 29.04.2017. The amount received towards premium of Rs.20,000/- as per the policy, was received in cash. As per the appellant, the policy was cancelled vide Ex.RX i.e. letter dated 31.08.2016. The same reads as under:-

> "xx xx
>
> With Reffer to our letters dated 18.07.16 in respect of above mentioned policy, we are cancelling your policy void abinitio due to non-receipt of consideration which is made with fraudulent means by hacking the system of ITGI.
>
> Premium refund details are attached herewith.

> It is therefore understood and declared that neither Company is on risk, nor will any insurance claim be entertained in respect of the vehicle.xxx"

5. Bare perusal thereof reveals that the policy was cancelled for want of consideration, whereas the admitted case of the appellant is that the cash was received, but on 09.05.2016.

6. In these circumstances, the most cogent evidence to throw light on the issue in dispute was the agent through whom the insurance policy was issued. Admittedly, he was not examined by the appellant. Thus, from the point of view of insured, once he paid the premium amount and the policy was issued, he stood insured qua the risk and the liability has to be shouldered by the insurance company. The evidence in form of Ex.R-6 does not support the plea being raised before this Court. The plea raised before this Court is not supported by any cogent piece of evidence on record.

7. In view thereof, this Court does not find any merit in the present appeals and the same are ordered to be dismissed.

8. A photocopy of this order be placed on the files of other connected cases.

(PANKAJ JAIN)
JUDGE

08.04.2025
Dinesh

Whether speaking/reasoned : Yes

Whether Reportable : No