



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

LPA-92-2019 (O&M)

Date of decision : 19.05.2026

New India Assurance Co.Ltd.

...Appellant

Vs.

M/S Swami Automobile Pvt.Ltd.

and another

...Respondent(s)

**CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI
HON'BLE MR. JUSTICE DEEPAK MANCHANDA**

Present: Mr. Paul S.Saini, Advocate
for the appellant.

Ms. Himanshi Gautam, Advocate for
Mr. Sourabh Goel, Advocate for respondent No.1.

HARSIMRAN SINGH SETHI, J.(Oral)

1. The present appeal has been filed challenging the order dated 04.10.2018 passed by the learned Single Judge in CWP-9481-2018 by which order dated 16.03.2017 passed by the Permanent Lok Adalat i.e. respondent no.2 has been upheld.

2. Learned counsel for the appellant submits that the insurer got the vehicle insured through respondent no.1, i.e. the agent, but met with an accident and after getting the repairs qua the damaged vehicle, the claim for grant of insurance to the appellant was raised on 25.11.2013 which was rejected by the appellant. This led to the filing of an application before the Permanent Lok Adalat by respondent No.1 for settlement, which was allowed. The said order passed by the Permanent Lok Adalat/respondent no.2 which has

been upheld by the learned Single Judge, ignoring the fact, the grievance could only have been raised by the insurer and not by the agent and therefore, not only the Permanent Lok Adalat i.e. respondent no.2, but even the learned Single Judge failed to appreciate the said fact.

3. Learned counsel appearing on behalf of respondent No.1 submits that in the present case, as the vehicle was purchased from respondent No.1 by the insurer which vehicle was insured by the respondent No.1 being the agent of the appellant herein with the understanding that in case any necessity arises to use the insurance cover, the same will be done cashless to help the insurer and therefore, as the amount of repair was spent by the agent, i.e. respondent no.1 being the automobile company as well due which fact, the claim was raised to appellant on 25.11.2013 by respondent no.1 and therefore, once the amount has been spent by the agent from its own funds, seeking reimbursement of the same has rightly been raised by the agent, which has rightly been accepted by the respondent no.2. and the learned Single Judge.

4. We have heard the learned counsel for the parties and have gone through the record with their able assistance.

5. Once, the respondent No.1 which is an automobile company and also an agent of the appellant and being an agent had issued insurance cover to the insurer and had spent the amount from its own funds to repair the vehicle after the accident, such claim presented to the appellant by the agent cannot be treated as without jurisdiction or without any cause of action accruing to such agent i.e. respondent no.1. Furthermore, no such plea was raised before the learned Single Judge for his consideration. Learned counsel for the appellant submits that the same was raised in the writ petition though not argued during

hearing.

6. It may be noticed that any ground raised in the writ petition, but not argued during the hearing, will be deemed to have been waived. In the present case, the order passed by the learned Single Judge is oral meaning thereby the same was dictated in the open Court and no such argument was raised.

7. Keeping in view of the above, no ground is made out for interference as the order passed by the respondent No.2-authorities as well as learned Single Judge has not been able to prove perverse either on facts or on law.

8. LPA stands dismissed.

9. Pending civil miscellaneous application, if any, stands disposed of.

(HARSIMRAN SINGH SETHI)
JUDGE

(DEEPAK MANCHANDA)
JUDGE

19.05.2026
vanita

Whether speaking/reasoned :	Yes
Whether Reportable :	No