2026:PHHC:082921

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

FAO-1645-2012 (O&M)

NATIONAL INSURANCE CO. LTD. ......Appellant

vs.

MANJIT KAUR AND ORS. ......Respondents

**Reserved on: 15.05.2026
Pronounced on: 22.05.2026
Uploaded on:- 26.05.2026**

***Whether only the operative part of the judgment is pronounced? No
Whether full judgment is pronounced? Yes***

CORAM: HON'BLE MRS. JUSTICE SUDEEPTI SHARMA

Present: Mr. Vipul Sharma, Advocate
Mr. Paul S. Saini, Advocate
for the appellant-Insurance Company.

Mr. Ashwani Arora, Advocate
for respondents No.1 and 2.

Mr. Amandeep Singh Saini, Advocate
for respondent No.3.

Mr. Kuldeep Singh Saini, Advocate
for respondent No.4.

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SUDEEPTI SHARMA J.

1. The present appeal has been preferred by the appellant-Insurance Company against the award dated 12.11.2011 passed by the learned Motor Accident Claims Tribunal, Ropar in the claim petition filed under Section 166 of the Motor Vehicles Act, 1988 (for short, 'the Tribunal') on the ground that the liability to pay

compensation to the tune of Rs.14,78,584/- has been wrongly fixed upon the appellant-Insurance Company.

2. As sole issue for determination in the present appeal is confined to liability to pay compensation as awarded by learned Tribunal, a detailed narration of the facts of the case is not required to be reproduced and is skipped herein for the sake of brevity.

<u>SUBMISSION OF LEARNED COUNSEL FOR THE PARTIES</u>

3. Learned counsel appearing on behalf of the appellant–Insurance Company contends as under:-

i. That the learned Tribunal has erred in fastening liability upon the appellant-Insurance Company despite the fact that the owner of the offending vehicle did not possess the valid route permit to ply the offending vehicle.

ii. That deviation from prescribed route as per the permit granted by the Transport Authority is violation of the terms of insurance policy, therefore, the liability to pay compensation be affixed on owner and driver of the offending vehicle. He therefore prays that the present appeal be allowed.

4. Per contra learned counsel for respondents No.1 and 2/claimants contends that learned Tribunal has rightly decided the issue of liability. He furthermore contends that compensation is on the lower side and he has filed separate appeal i.e. FAO-1787-2012, titled as “Manjit Kaur and others Vs. Rajinder Singh and others” challenging the quantum of compensation. He therefore prays that the present appeal be dismissed.

5. Learned counsel for respondents No.3 and 4 (driver and owner of the offending vehicle) vehemently argues on the line of the award and prays for dismissal of the present appeal.

6. I have heard learned counsel for the parties and perused the whole records of the case.

7. A perusal of the award reveals that the contention raised by learned counsel for the appellant–Insurance Company to the effect that the offending vehicle was being plied without a valid permit in violation of the terms and conditions of the insurance policy, is wholly misconceived. In the present case, the route permit and fitness certificate of the offending truck were duly produced and exhibited on record as Ex.R-3 and Ex.R-2, Ex R-5 respectively. The appellant–Insurance Company failed to lead any cogent or convincing evidence to establish that the said documents were either invalid or non-existent at the time of the accident. Mere bald assertions, unsupported by substantive evidence, are insufficient to discharge the burden cast upon the insurer.

8. It is a settled principle of law that breach of the terms and conditions of an insurance policy must not only be specifically pleaded but also strictly proved by the Insurance Company. The burden to establish such violation squarely rests upon the insurer. In the instant case, the appellant has miserably failed to discharge the said burden.

9. In view of the above, this Court finds no infirmity in the findings recorded by the learned Tribunal in holding that there was no violation of the terms and conditions of the insurance policy and consequently fastening liability upon the appellant–Insurance Company to satisfy the award. The findings recorded by the learned Tribunal are based upon proper appreciation of the evidence available on

record and do not suffer from any illegality or perversity warranting interference by this Court. Accordingly, the same are hereby affirmed.

10. Accordingly, the appeal, being devoid of merit, is ***dismissed***.

11. Pending applications, if any, also stand disposed of.

(SUDEEPTI SHARMA)
JUDGE

22.05.2026
Ayub/Sahil

Whether speaking/non-speaking : Speaking
Whether reportable : Yes