



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

113

CWP-34828-2025

Date of Decision: 11.03.2026

CHOLAMANDLAM GENERAL INSURANCE COMPANY LIMITED

...Petitioner

Versus

**THE PERMANENT LOK ADALAT, PUBLIC UTILITY SERVICES
& OTHERS**

...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present:- Mr. Nigam K. Bhardwaj, Advocate for petitioner

JAGMOHAN BANSAL, J. (ORAL)

1. The petitioner through instant petition under Articles 226/227 of the Constitution of India is seeking setting aside of award dated 05.05.2025 whereby Permanent Lok Adalat, Patiala has awarded compensation of Rs.5,60,000/- along with interest.

2. The private respondents on account of death of Mr. Rampal Soni S/o Sh. Hari Chand preferred an application before Permanent Lok Adalat seeking compensation of Rs.8,00,000/- along with costs and interest. They had filed claim petition on the ground that Mr. Rampal has died in an accident, thus, as per insurance policy issued by petitioner-Cholamandalam MS General Insurance Company Limited they are entitled to claimed amount. The insured sum was Rs.5,60,000/- whereas claimed amount was Rs.8,00,000/-. The insurer repudiated claim of dependents of insured on the ground that insured had died due to illness and not accident. Learned Permanent Lok Adalat considered documentary evidence and framed following terms of settlement vide order dated 10.03.2025:-



- “i) Whether the respondents No.1 to 5 may be directed to settle and pay the claim amount of Rs.8,00,000/- along with interest as alleged?*
- ii) Whether the applicant is entitled to get Rs.25,000/- as compensation on account of harassment as claimed?*
- iii) Whether the applicant is entitled to get Rs.20,000/- towards costs of litigation charges as claimed?”*

3. The terms of possible settlement were supplied to contesting parties, however, they could not reach at amicable settlement. Learned Permanent Lok Adalat proceeded to decide claim on merits. Learned Permanent Lok Adalat concluded that Mr. Rampal Soni who on 15.09.2021 left the mortal world, slipped at home and suffered injuries. He was first taken to Mahavir Hospital, Hanumangarh. Doctor of said hospital in certificate (Exh. A-10) confirmed history of fall in the morning. He further confirmed that deceased was brought to said hospital by his son. The insured was not under the influence of liquor or any other drug at the time he was brought to the hospital. Ayush Detective Agency, an investor appointed by insurer in its report dated 28.01.2022 opined that on 06.05.2021 insured fell at home and sustained injuries because of which he remained admitted in different hospitals. He died on 15.09.2021 during the treatment of cervical injury and COVID-19. Learned Permanent Lok Adalat noticed that claim cannot be repudiated on the ground that no FIR/DDR relating to the incident was lodged. It is common knowledge that people do not report such occurrences to the police and do not get postmortem conducted unless and until they suspect some foul play.

4. Learned counsel for the petitioner submits that insured namely Mr. Rampal Soni did not die on account of accident whereas he died on account of illness. He was subjected to procedure on 13.05.2021. Post operation, he suffered cardio respiratory arrest on 16.05.2021. He was intubated and ventilatory support was given. These facts collectively indicate that he died in



an accident. As per policy, accident means sudden, unforeseen and involuntary event caused by external, visible and violent means. Case of respondent did not fall within the definition of ‘accident’.

5. Section 22C of Legal Services Authority Act, 1987 (for short “1987 Act”) provides that every award of the Permanent Lok Adalat either made on merit or in terms of settlement shall be final and binding on all the parties. It shall be deemed to be a decree of a Civil Court. Section 22C reads as:-

“22C Cognizance of cases by Permanent Lok Adalat.— (1) Any party to a dispute may, before the dispute is brought before any court, make an application to the Permanent Lok Adalat for the settlement of dispute:

Provided that the Permanent Lok Adalat shall not have jurisdiction in respect of any matter relating to an offence not compoundable under any law:

Provided further that the Permanent Lok Adalat shall also not have jurisdiction in the matter where the value of the property in dispute exceeds ten lakh rupees:

Provided also that the Central Government, may, by notification, increase the limit of ten lakh rupees specified in the second proviso in consultation with the Central Authority.

(2) After an application is made under sub-section (1) to the Permanent Lok Adalat, no party to that application shall invoke jurisdiction of any court in the same dispute.

(3) Where an application is made to a Permanent Lok Adalat under sub-section (1), it—

(a) shall direct each party to the application to file before it a written statement, stating therein the facts and nature of dispute under the application points or issues in such dispute and grounds relied in support of, or in opposition to, such points or issues, as the case may be, and such party may supplement such statement with any document and other evidence which such party deems appropriate in proof of such facts and grounds and shall send a copy



of such statement together with a copy of such document and other evidence, if any, to each of the parties to the application;

(b) may require any party to the application to file additional statement before it at any stage of the conciliation proceedings;

(c) shall communicate any document or statement received by it from any party to the application to the other party, to enable such other party to present reply thereto.

(4) When statement, additional statement and reply, if any, have been filed under sub-section (3), to the satisfaction of the Permanent Lok Adalat, it shall conduct conciliation proceedings between the parties to the application in such manner as it thinks appropriate taking into account the circumstances of the dispute.

(5) The Permanent Lok Adalat shall, during conduct of conciliation proceedings under sub-section (4), assist the parties in their attempt to reach an amicable settlement of the dispute in an independent and impartial manner.

(6) It shall be the duty of every party to the application to cooperate in good faith with the Permanent Lok Adalat in conciliation of the dispute relating to the application and to comply with the direction of the Permanent Lok Adalat to produce evidence and other related documents before it.

(7) When a Permanent Lok Adalat, in the aforesaid conciliation proceedings, is of opinion that there exist elements of settlement in such proceedings which may be acceptable to the parties, it may formulate the terms of a possible settlement of the dispute and give to the parties concerned for their observations and in case the parties reach at an agreement on the settlement of the dispute, they shall sign the settlement agreement and the Permanent Lok Adalat shall pass an award in terms thereof and furnish a copy of the same to each of the parties concerned.



(8) *Where the parties fail to reach at an agreement under sub-section (7), the Permanent Lok Adalat shall, if the dispute does not relate to any offence, decide the dispute.”*

6. From the perusal of impugned award, it is evident that Permanent Lok Adalat has duly considered documentary as well as oral evidence on record. The petitioner was duly represented. Learned Permanent Lok Adalat found that insured slipped at home and was badly injured. This fact was duly recorded in the report of hospital as well as Ayush Detective Agency, an investigator appointed by petitioner/insurer.

7. This Court does not find any factual or legal infirmity in impugned order warranting interference. Learned Permanent Lok Adalat has passed reasoned and speaking order warranting no interference.

8. In the wake of above discussion and findings, this Court is of the considered opinion that petition deserves to be dismissed and accordingly dismissed.

9. Pending Misc. application(s), if any, shall also stand disposed of.

(JAGMOHAN BANSAL)
JUDGE

11.03.2026
SDK

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