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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% *Date of decision: 09th January 2026*

\+ **MAC.APP. 207/2017 & CM APPL. 8866/2017**

RELIANCE GENERAL INSURANCE CO LTD .....Appellant

Through: Mr. A.K. Soni, Advocate

versus

SANGITA KUMARI SHARMA & ORS .....Respondent

Through: Mr. Divyanshu Kumar, Advocate for R-1 to R-3. Mr. Ajay Goshwami, Advocate for R-4 & 5.

CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL

JUDGMENT

ANISH DAYAL, J: (ORAL)

1. *Mr. A.K. Soni*, counsel, appears on behalf of appellant; Mr. Ajay Goshwami, Counsel, appears on behalf of respondent nos.4 & 5; and Mr. Divyanshu Kumar, Counsel, appear on behalf of respondent nos.1-3.

2. Today, further arguments have been led by the parties pursuant to what was submitted on 08th January 2026.

3. *Mr. A.K. Soni*, counsel appears on behalf of appellant and assails the impugned award dated 5th November 2016 passed by Motor Accidents Claims Tribunal (MACT), Saket Courts, New Delhi primarily on the ground that

cover note, which was produced and filed by owner of offending vehicle being, respondent no.5/ *M/s Travelex India Service* was a fake cover note and no valid policy has been issued in favour of owner on the date of accident *i.e.* 13th August 2013.

4. Cover note produced as ***Ex. R2W1/2,*** which forms part of LCR, has the date of validity from 2nd August 2013 till 1st August 2014, which according to *Mr. Soni* has interpolated a Cover Note issued post the accident on 31st October 2013. This Cover Note ***Ex. R3W1/1***, which also forms part of LCR, has a validity from 31st October 2013 till 30th October 2014.

5. *Mr. Soni*, therefore, contends that the valid Cover Note was misused and interpolated by putting in dates of August 2013 by owners while filing the claim petition on 10th September 2014. He also points out to the cross-examination of ***R2W1*** (*Sh. Manoj Singhal*), who stated that he had not filed any original copy of cover note, but only photocopy as document ***R2W1/2*** and that it was obtained through agent (*Rahul Garg*) whom they paid *Rs.37,515/-* in cash, but no receipt had been produced.

6. *Mr. Soni* states that testimony of *Sh. Manoj Singhal* belied the assertion that a valid policy had been issued, since neither original was produced, nor the receipt, nor was there any acknowledgement of the inspection. Further, *Mr. Rahul Garg* was also not examined by the owner before Tribunal and, therefore, there was no confirmation of payment in cash as alleged by the owner.

7. *Mr. Soni*, counsel for appellant, had sought time to present further arguments by being available in Court physically and show copies, which have been filed as part of LCR of these cover notes, for Court to examine the same and appreciate the arguments led by *Mr. Soni* in this regard.

8. Today, *Mr. A.K. Son*i, Counsel for the appellant, brought the physical copies of the two cover notes, i.e. the cover note purportedly issued by them dated 31st October 2013 and the cover note which was propounded by the owner and placed before the MACT dated 02nd August 2013.

9. A bare perusal of these cover notes would show that they are completely similar in all respects, including the *Bar Code no. 314000052961* on top, the *Agency Code 19A09329*, the details of the make and model of the vehicle, month and year of manufacturing, cubic capacity, sitting capacity, the insurers' declared value, the engine number and the chassis number, the details of the insured with the address and the premium specifications, as well as the details of the higher purchase/hypothecation/lease and the previous insurance particulars. Both state that the mode of payment was by cash.

10. The two documents, on a bare perusal, are almost mirror images in all respects except for the effective date of commencement of insurance.

11. It is also noted that the writing is absolutely the same in both the cover notes, so it does seem that one has been used for the other.

12. However, a perusal of the same does not show any apparent and obvious interpolation either which way, either that the cover note furnished by the owner was misused later by the insurance company's official to change the date to 31st October 2013 or *vice versa,* in that the insurance cover note issued on 31st October 2013 was used in the claim petition by claimant with the interpolation of 02nd August 2013.

13. This is in context of converse arguments raised by *Mr. A.K. Soni*, Counsel and *Mr. Ajay Goshwami*, Counsel.

14. While *Mr. A.K. Soni*, Counsel on behalf of the Insurance Company, states that the Cover Note issued on 31st October 2013 was used and

interpolated while filing the claim, *Mr. Ajay Goshwami*, Counsel, to the contrary, states that the cover note was given to the agent *Mr. Rahul Garg,* and later the officials have interpolated the same to avoid liability.

15. However, what may be most relevant is the following contention by *Mr. A.K. Soni,* Counsel for the appellant, in that the details of the physical inspection noted in the cover note issued by them dated 31st October 2013, on which they rely upon, states that the agency deployed for inspection was *Auto-Risk* and the lead number was *13999102*.

16. In order to substantiate that this was the date of actual inspection, he relies on the evidence of ***R3W2*** (*Mr. Subhash Kumar, Executive Operation Support Auto-Risk Management Services Pvt. Ltd*.), who has appended ***Ex. R3W2/2*** (commercial vehicle's inspection report). This document shows that the request for physical inspection was made on 30th October 2013 at 1:07 P.M. by *Mr. Yogesh Bali*, Officer of the Insurance Company, and the vehicle was inspected on 30th October 2013 at 2:09 P.M. The lead number inscribed is also *13999102.* There is no contradictory inspection report which has been produced on behalf of the owner.

17. *Mr. Soni*, Counsel for the appellant, further relies upon the evidence of *Mr. Arun Sharma*/***R3W1***, who placed all the details of the cover note insured on 31st October 2013 on record and flatly denied that there was any cover note issued which was valid from 02nd August 2013.

18. In his cross-examination, he further denied that he did not know about the seal on the hologram put on the cover note and whether they belonged to his company. However, he stated that the stamp placed at the bottom of the cover note is not his company's stamp, though he did state that the Insurance Company did not make any police complaint regarding the cover note, which

was filed by the owner in the present case.

19. *Mr. Ajay Goshwami*, Counsel, on the other hand, stated that there was no fault on their part since they had paid the money to the agent who had duly provided them a cover note on the basis of which they have claimed that they were validly insured on that date, and the interpolation, if any, would have been done by the official of the Insurance Company subsequently in order to escape liability.

20. Considering these contrasting submissions, which formulate a dispute on issues of fact for which evidence may be required to be led by the parties, including summoning the said agent *Mr. Rahul Garg*, the Court is inclined to dispose of this appeal, confirming that the appellant/Insurance Company will have the liberty to institute proceedings for right of recovery against the owner/respondent no.5.

21. However, as far as the compensation awarded by the impugned award, the same has already been deposited, as submitted by *Mr. Soni*, Counsel for the appellant. The said compensation may be released in favour of the claimants/respondent nos.1-3, along with accrued interest.

22. It is made clear that the owner/respondent no.5 will be permitted to raise all their pleas in defence against the right for recovery, if exercised by the Insurance Company, which will be examined in accordance with law.

23. This Court has merely recorded the submissions of the parties in this respect and has not expressed any view in the matter on the issue as to whether the policy propounded by the owner/respondent no.5 was genuine or was fake, as contended by the appellant/Insurance Company.

24. Accordingly, the appeal is disposed of.

25. Pending applications, if any, are also disposed of as being rendered

infructuous.

26. Judgment be uploaded on the website of this Court.

ANISH DAYAL, J

JANUARY 9, 2026/MK/bp