

United India Insurance Company Limited v. Roshni Devi, 2018 PLRonline 1304

PUNJAB AND HARYANA HIGH COURT

Before: Mr. Anil Kshetarpal, J.

United India Insurance Company Limited – Appellant

Versus

Roshni Devi and others – Respondents

FAO Nos. 3759, 3930, 3941 and 3942 of 2018 (O&M).

14.8.2018

Motor Vehicles Act, 1988 (59 OF 1988) Section 166 - Insurance policy - Renewal based on Forged policy - Even if previous policy is assumed to be fake that would not make any difference because the accident has taken place during the duration/currency of a valid insurance issued by appellant Insurance Company.

For the Appellant (in all appeals):- Mr. V. Ramswaroop, Advocate.

JUDGMENT

Anil Kshetarpal, J. – By this judgment, four appeals filed by the Insurance Company arising out from one Motor Vehicular Accident while deciding four claim petitions by a common award passed by the learned Motor Accident Claims Tribunal, shall stand decided.

2. It is the case of the claimants that Chandi Ram, Sunil Kumar, Ajay, Krishan and Ram Parsad were going on foot on the 'kacha' road (Road Berm) when Tata Sumo (SUV), which was coming from Ratera side being driven in rash and negligent manner by respondent No.3 caused accident resulting into two deaths namely Ram Parsad and Sunil Kumar and left two injured namely Krishan and Ajay. Accident took place on 25.03.2015 at 10.30 pm.

3. Four claim petitions were preferred, which have been decided vide award dated 14.03.2018.

4. Learned counsel for the appellant has submitted that the vehicle in question i.e. Tata Sumo was alleged to be previously insured with Reliance General Insurance Company and thereafter on the basis thereof insurance was purchased from the appellant-Company i.e. United India Insurance Company. He submitted that the previous policy of insurance was fake and, therefore, subsequent policy would also not be enforceable.

5. It may be noticed that accident took place on 25.03.2015 and it is admitted position on

the record that the appellant-Insurance Company insured the vehicle in question against the accident with effect from 23.03.2015 to 22.03.2016. Policy was purchased by the owner on 24.03.2015 and the premium was paid.

6. In such circumstances, even if previous policy is assumed to be fake that would not make any difference because the accident has taken place during the duration/currency of a valid insurance issued by appellant-Company.

7. It is not in dispute in the present case that insurance policy was issued by appellant-Company on 24.03.2015 of course with effect from 23.03.2015 whereas the accident took place on 25.03.2015 at 10.30 pm.

8. Hence, this Court does not find any substance in the argument of learned counsel for the appellant.

9. In the case of Ram Parsad, counsel for the appellant has submitted that while assessing income, the learned Motor Accident Claims Tribunal has committed an error in assessing the income at Rs. 8,000/- per month. This Court has examined the aforesaid submission. Ram Parsad died at the age of 28 years old. He has left behind widow, two minor children and aged parents. The learned Tribunal in the absence of any proof has taken into consideration the minimum wages payable by the Government at the relevant time. Learned Tribunal has applied a deduction of $\frac{1}{4}$ th while working out dependency. This Court does not find that the income assessed by the Court is on higher side.

10. All the appeals are dismissed.

11. All the pending miscellaneous applications, if any, are disposed of, in view of the above said judgment.