

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

FAO No. 3289 of 2002 (O&M)

Date of decision: February 28, 2014

United India Assurance Company Ltd.

...Appellant

Versus

Mahinder Kumar Pareek and others

...Respondents

CORAM:- HON'BLE MR. JUSTICE K. KANNAN

1. **Whether Reporters of local papers may be allowed to see the judgment ?**
2. **To be referred to the Reporters or not ?**
3. **Whether the judgment should be reported in the Digest?**

Present: Mr. Neeraj Khanna, Advocate,
for the appellant.

Mr. BS Mittal, Advocate,
for the respondent.

K. KANNAN, J. (Oral)

The insurance company is pleading for restriction of liability for a damage to a vehicle. The liability upto Rs. 6,000/- is always subject to variation and it is possible for an insured to secure an unlimited cover or provide to himself a right of indemnity above the statutory limit of ₹ 6,000/-. The tribunal has actually considered the same and pointed out that the policy of insurance does not spell out clearly the premium payable under various heads and it was not possible to verify whether there is any restriction of liability. The insurance company ought to have explained the premium paid and pointed out to any restriction of liability which it failed.

On the previous hearing, I had directed the insurance company to produce copy of the policy since the original has been burnt. I directed

the case to be posted finally today. The counsel appearing for the insurance company has expressed his inability to produce the document. I cannot allow for any further adjournment only for re-consideration, especially when there has been a discussion in the order of the Tribunal setting out the reasons as to why the liability could not be restricted . I will find no reason to modify the same. The appeal is dismissed.

February 28, 2014
prem

(K.KANNAN)
JUDGE