HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Civil Writ Petition No. 6286/2026

M/s Bajaj Allianz General Insurance Company, 4, Hathroi Fort, Goapl Badi, Jaipur Through Branch Manager, Through Its Constituted Attorney.

----Petitioner

Versus

Rajshree Chhabra (Jain) W/o Late Shri Pramod Chhabra, Aged About 57 Years, Resident Of 4 Kha-15 Jawahar Nagar, Jaipur.

----Respondent

Connected With

S.B. Civil Writ Petition No. 6085/2026

The Oriental Insurance Company Limited, Branch Office Pancham, S P-1, Apex Circle, Malviya Nagar Jaipur-302017 Through Branch Manager Through Its Constituted Attorney

----Petitioner

Versus

Rajshree Chhabra (Jain) W/o Late Shri. Pramod Chhabra, Aged About 57 Years, Resident 4Kha-15 Jawahar Nagar, Jaipur

----Respondent

S.B. Civil Writ Petition No. 6549/2026

The New India Assurance Company Limited, B Unity Buildings, Annexe P. Kalinga Rao Road, Mission Road, Bangaluru - 560027 Through Deputy Manager/authorized Signatory Regional Office 2Nd Floor, Nehru Place, Tonk Road, Jaipur.

----Petitioner

Versus

1. Rajshree Chhabra (Jain) Wife Of Late Shri Pramod Chhabra, Aged About 52 Years, Resident Of 4-Kha-15, Jawahar Nagar, Jaipur.
2. I.i.i. Surveyors And Loss Accessors, Insurance Institute Of Insurance Surveyors And Loss Adjustbes Office No. 104 And 106, First Floor, Saeed Plaza, La K Dika Pool, Hyderabad - 50004 Telangana.

----Respondents

For Petitioner(s) : Mr. Prakhar Agarwal
Mr. Sanjay Mishra

For Respondent(s) : Mr. D.D. Bansal
Dr. Naveen Simatwal, Asst. Professor, SMS Hospital, Jaipur – present in person

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HON'BLE MR. JUSTICE SAMEER JAIN
JUDGMENT

1	Arguments concluded on	21/04/2026
2	Judgment Reserved on	21/04/2026
3	Full Judgment or Operative Part Pronounced	Full Judgment
4	Pronounced on	16/05/2026

1. A batch of writ petitions, involving identical and overlapping questions of fact as well as common issues of law, has been placed before this Court. With the consent of learned counsel appearing for the respective parties, all these matters are taken up together for final adjudication at the stage of admission itself, in order to avoid multiplicity of proceedings and to ensure consistency in judicial determination. For the sake of convenience and clarity, for factual references, **S.B. Civil Writ Petition No. 6286/2026,** titled **M/s Bajaj Allianz General Insurance Company Ltd. vs. Rajshree Chhabra (Jain)** is treated as the lead matter. The facts and legal issues arising therein are representative of the controversy involved in the connected petitions. It is made cautiously clear that the instant judgment shall be applicable on all the connected petitions on *mutatis mutandis* basis.The reliefs sought in the lead writ petition are reproduced hereunder for ready reference:–

> *"i. By an appropriate writ, order or direction in the nature thereof, to set aside the Impugned Award dated 08.01.2026 (ANNEXURE-1) passed by the*

Learned Permanent Lok Adalat, Jaipur Metropolitan - First, Jaipur in Case No. 217/2021 titled as "Rajshree Chhabra (Jain) v. M/s Bajaj Allianz General Insurance Company; AND

ii. Pass any other order(s), which this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case.; AND

iii. Cost of the writ petition may please be awarded in favor of the Petitioner."

2. The brief facts, as emerging from the record, and as submitted by the learned counsel for the petitioner are that for the period commencing from 26.04.2018 to 25.04.2019, the petitioner-Insurance Company issued two Premium Personal Guard Policies in favour of the insured, each carrying a sum insured of Rs. 60,00,000/- along with a bonus of Rs. 50,000/-. On 24.12.2018, it has been asserted by the respondent that the insured met with a fatal vehicular accident, allegedly caused due to rash and negligent driving of another vehicle, pursuant to which an FIR came to be registered at Police Station Bajaj Nagar, Jaipur. Subsequently, post-mortem examination was conducted; however, the FSL report was initially kept reserved. The Post-Mortem Report, nevertheless, specifically recorded the presence of multiple fatty depositions in and around the heart of the deceased. Thus, upon consideration of the PMR along with the FSL findings, the Medical Jurist, SMS Hospital, Jaipur opined that the cause of death was attributable to Chronic Ischemic Heart Disease and Atherosclerosis.

3. Subsequently, on 11.07.2019 the police submitted its final report, wherein it was concluded that the deceased had lost control over the insured vehicle, possibly on account of a chronic heart

condition, which resulted in a collision with another vehicle. In the aforesaid factual backdrop, upon scrutiny of the claim and examination of the relevant record, the petitioner-Insurance Company repudiated the claim on the ground that the case did not fall within the ambit of an 'accident' as contemplated under the terms of the insurance policy, as for any incident to fall within the ambit of 'accident' it is essential that the same had been 'external, visible, and violent in nature'; however, since the cause of death was determined to be chronic heart disease, the instant case falls outside the parameters of 'accident'.

4. Aggrieved by such repudiation, the complainant approached the learned Permanent Lok Adalat, which proceeded to allow the claim by directing the petitioner-Insurance Company to release the insured sum of Rs. 60,00,000/- along with interest @ 7% per annum, and further awarded Rs. 11,000/- as compensation towards the mental agony suffered. Therefore, being aggrieved of the same, and in in these circumstances, the petitioner-Insurance Company was compelled to file the present writ petition. It was apprised to the Court that the connected writ petitions arise out of similar factual and legal matrices and are, therefore, being considered conjointly.

5. It was further contended that ordinarily, this Court exercises restraint in interfering with the awards/orders passed by the learned Permanent Lok Adalat, being a forum constituted under an alternative dispute resolution mechanism, with the object of ensuring expeditious and amicable settlement of disputes. The scope of judicial review in such matters is, therefore, limited.

However, it is equally well-settled that in exceptional circumstances, where the impugned order is vitiated by patent arbitrariness, perversity, or manifest illegality, this Court, in exercise of its supervisory jurisdiction, may justifiably undertake judicial review. It was further contended that the provisions contained in Section 22C of the Legal Services Authorities Act, 1987, which are reproduced hereunder, confer a degree of finality upon the proceedings before the Permanent Lok Adalat, thereby underscoring the conclusive nature of its determination:–

> ***"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 often lakh rupees specified in the second proviso in consultation with the Central Authority.*
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> *(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 the 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. However, in the present case, the pivotal issue of law, as canvassed by both sides, pertains to the question of causation namely, whether the death of the insured can be said to have arisen out of an accident, or whether it was in fact the result of a pre-existing medical condition, i.e., chronic heart disease. It was contended that the loss of control over the vehicle by the deceased was not an independent accidental event, but rather a consequence of an underlying cardiac ailment. In other words, the argument proceeds on the basis that the medical condition preceded and precipitated the incident, and that the injuries sustained were merely consequential in nature. On this premise, it was submitted that the death in question cannot be brought within the ambit of an 'accident' as contemplated under the terms of the insurance policy, and consequently, the claim would fall 'outside the scope of policy coverage'.

7. To conclude and substantiate the arguments made, learned counsel appearing on behalf of the petitioner had placed reliance

upon the ratio encapsulated in **United India Insurance Co. Vs. M/s. Harchand Rai : 2004 AIR (SC) 4794; Smt. Alka Shukla Vs. Life Insurance Corporation of India : 2019 AIR (SC) 2088; The Manager ICICI Lobard Vs. Sivagami & Ors.: 2024 Accident Claims Journal 818.**

8. *Per contra*, learned counsel appearing on behalf of the respondent while placing reliance upon the factual findings recorded by the learned Permanent Lok Adalat in the order impugned itself, advanced the following submissions:

8.1 That as per the averments made in the complaint, the husband of the complainant, late Pramod Chhabra, on 24.12.2018, after dropping his relative at Gandhi Nagar Railway Station, was returning home in his; at about 6:00 AM, his vehicle collided with another taxi, as a result of which he sustained grievous injuries. He was immediately taken by ambulance to the Trauma Centre, where, upon examination, he was declared dead.

8.2 That the stand of the petitioner–Insurance Company, as reflected in its contentions, is not a denial of the occurrence of the accident. On the contrary, the accident itself is admitted; however, the Insurance Company has disputed only the cause of death, contending that the same occurred due to chronic ischemic heart disease (atherosclerosis) and not on account of injuries sustained in the accident. Thus, according to the respondent, the occurrence of the accident stands admitted and duly proved on record.

9. Learned counsel submitted that the material available on record, both oral as well as documentary, clearly establishes that the accident did take place. The FIR lodged in respect of the incident was duly investigated by the police, and upon completion of investigation, a final report treating the incident as an accidental occurrence was submitted before the competent court. It was further contended that it is also an admitted position that the Insurance Company has repudiated the claim of the complainant, and the sole basis for such repudiation is the assertion that the death of the insured was not caused by injuries sustained in the accident but due to chronic heart disease. However, there is no cogent or documentary evidence available on record to establish that the deceased was suffering from such disease immediate prior to the accident, and that the said disease is the cause of death.

10. Learned counsel further submitted that from the factual matrix, it is evident that the deceased was alive and driving the vehicle at the time of the accident. There is no material on record to suggest that he had already suffered a heart attack or had died prior to the occurrence of the accident. It was also contended that albeit reliance was placed by the Insurance Company upon the opinion of the Medical Jurist, such opinion is not supported by any independent or corroborative documentary evidence showing that the deceased was suffering from the alleged disease and that no prior medical record, investigation, or treatment history has been brought on record, nor has any independent inquiry was conducted by the Insurance Company in this regard.

11. Learned counsel further contended that that the opinion of a medical expert is not conclusive and cannot be treated as the last word on the subject. Such opinion is required to be tested on the touchstone of logic, objectivity, and supporting material, and in absence thereof, the Court is not bound to accept the same. It was further pointed out that the post-mortem report records that the death occurred on account of injuries sustained in a road accident. The inquest report (*panchanama*) also notes visible injuries on the body of the deceased, including bleeding from the nose, injury to the left eye, and swelling on the left jaw, and opines that the death occurred due to injuries sustained in the accident. Thus, it can be concluded that the findings recorded by the learned Permanent Lok Adalat are based on a detailed appreciation of evidence and material on record, and do not suffer from any perversity or illegality. Lastly, it was contended that the jurisdiction of this Court under Article 227 of the Constitution of India is supervisory and limited in nature, and in absence of any jurisdictional error, patent perversity, or violation of principles of natural justice, no interference is warranted with the well-reasoned factual findings returned by the Tribunal. In support of the contentions made insofar, learned counsel had placed reliance upon a catena of judgments, *inter alia*, **Bharat Watch Company Vs. National Insurance Company Limited : Civil Appeal No.3912/2019;** and **Alka Shukla Vs. Life Insurance Corporation of India : (2019) 6 SCC 64.**

12. Upon considering the submissions advanced by the learned counsel, having scrutinized the material on record in *extenso*, and having evaluated the judicial precedents proffered at the bar, the factual matrix and legal tenets requisite for a final determination are delineated hereinbelow:

12.1 At the outset, it is essential to jot down the relevant extract from the award impugned as passed by the learned Permanent Lok Adalat; the same is reproduced here as under:-

> *"11.* परिवादीया का परिवाद में यह कथन है कि परिवादीया का पति मृतक प्रमोद छाबड़ा दिनांक *24.12.2018* को अपनी कार संख्या आर०जे०-*14*-सी० टी०-*3285* से अपने रिश्तेदार को गांधी नगर रेल्वे स्टेशन पर छोडकर वापिस घर आ रहे थे। तभी करीब सुबह *6.00* बजे कार को कार टैक्सी संख्या आर *0* जे*0-14*-टी*0* ई *0-2275* से टक्कर हो गयी, जिसके परिणामस्वरूप मृतक के गंभीर चोटें आई जिससे उनको एम्बुलेन्स से ट्रोमा सेन्टर ले जाया गया, जहां पर डॉक्टरों ने उनका परीक्षण उपरांत उन्हें मृत घोषित कर दिया। विपक्षी बीमा कम्पनी का इस संबंध में अपने जवाब में यह कथन है कि परिवादिया के पति की मृत्यु दुर्घटना में आयी चोटों के कारण नहीं हुयी है बल्कि *chronic ischaemic heart disease catheroscierosis* के कारण हुयी है। इस प्रकार विपक्षी बीमा कम्पनी ने अपने अभिवचनों में दुर्घटना घटित होने से इंकार नहीं किया है एवं दुर्घटना घटित होना माना है, किन्तु प्रमोद छाबड़ा की मृत्यु दुर्घटना में आयी चोटों के कारण नहीं होना बताया है। पत्रावली पर जो मौखिक व दस्तावेजी साक्ष्य हैं उससे प्रकरण में दुर्घटना घटित होना साबित है। दुर्घटना की प्रथम सूचना रिपोर्ट पर पुलिस द्वारा अनुसंधान कर नतीजा अकस्मात दुर्घटना का मानकर न्यायालय में पेश किया गया है। अतः प्रकरण में दुर्घटना कारित होना स्वीकृत व साबित तथ्य है।
>
> *12.* प्रकरण के तथ्यों से यह भी स्वीकृत तथ्य है कि विपक्षी बीमा कम्पनी द्वारा परिवादीया का प्रश्नगत बीमा क्लेम निरस्त कर दिया गया। <u>प्रश्नगत बीमा क्लेम खारिज करने के संबंध में विपक्षी बीमा कम्पनी का यह कथन है कि परिवादीया के पति की मृत्यु दुर्घटना में आयी चोटों के</u>

परिणामस्वरूप नहीं हुई बल्कि *chronic ischaemic heart disease catheroscierosis* के कारण हुयी है। बीमित की मृत्यु का कारण उपरोक्त हार्ट डिजीज थी। उपरोक्त बीमारी के कारण धमनियां सिमट जाती हैं व उनमें खून व ऑक्सीजन का प्रवाह बहुत कम हो जाता है व अंततः अचानक हृदयाघात के कारण व्यक्ति की मृत्यु हो जाती है। हस्तगत प्रकरण के तथ्यों में यह स्पष्ट है कि जब परिवादीया का पति प्रमोद छाबड़ा अपनी कार से गांधी नगर रेल्वे स्टेशन पर अपने रिश्तेदार को छोडकर वापस अपने घर जा रहा था तो उसकी कार दुर्घटनाग्रस्त हो गयी जिससे यह स्पष्ट है कि कार चलाते समय व दुर्घटना कारित होने से पहले मृतक प्रमोद छाबड़ा जीवित अवस्था में था। पत्रावली पर ऐसी कोई पुष्टिकारक व दस्तावेजी साक्ष्य उपलब्ध नहीं है कि उसकी कार दुर्घटनाग्रस्त होने से पूर्व ही प्रमोद छाबड़ा की मृत्यु हो चुकी हो। विपक्षी बीमा 'कम्पनी का यह कथन है कि अंततः हृदयाघात के कारण अचानक उक्त बीमारी में मृत्यु हो जाती है एवं बीमित की मृत्यु हार्ट डिजीज के कारण हुई है। पत्रावली पर ऐसी कोई पुष्टिकारक साक्ष्य नहीं है जिससे यह साबित होता हो कि मृतक प्रमोद छाबड़ा को हृदयाघात दुर्घटना से पूर्व ही हुआ हो। इस संभावना से भी इनकार नहीं किया जा सकता कि दुर्घटना के परिणामस्वरूप अथवा दुर्घटना में आयी चोटों के परिणामस्वरूप प्रमोद छाबड़ा को हृदयाघात हुआ हो। विपक्षी बीमा कम्पनी द्वारा प्रमोद छाबड़ा को जो बीमारी बतायी गयी है उससे बीमित प्रमोद छाबड़ा पूर्व में ग्रसित या पीड़ित रहे हों ऐसी भी कोई पुष्टिकारक दस्तावेजी साक्ष्य विपक्षी बीमा कम्पनी की ओर से पत्रावली पर पेश नहीं की गयी है। मृतक के जो तेथाकथित बीमारी बतायी गयी है उस बीमारी के संबंध में कोई पुष्टिकारक व दस्तावेजी साक्ष्य पत्रावली पर नहीं है। इस बाबत् विपक्षी बीमा कम्पनी द्वारा कोई अनुसंधानकर्ता नियुक्त कर अनुसंधान भी नहीं कराया गया है ना ही पत्रावली पर मृतक प्रमोद पुष्टिकारक रूप से साबित होता हो कि मृतक पूर्व में उक्त बीमारी से पीड़ित था। दुर्घटना घटित होने से पूर्व ही उक्त बीमारी के कारण परिवादीया के पति प्रमोद छाबड़ा की मृत्यु हो चुकी हो, ऐसा साबित नहीं होता है। विपक्षी बीमा कम्पनी ने अपनी लिखित बहस में मेडिकल ज्यूरिस्ट, चिकित्सा अधिकारी की रिपोर्ट को आधार बनाया है जिसके अनुसार प्रमोद छाबड़ा की मृत्यु *chronic ischaemic heart disease catheroscierosis* हार्ट डिजीज के कारण होना बताया है, किन्तु उपरोक्त तथाकथित बीमारी जो मेडिकल ज्यूरिस्ट द्वारा बतायी गयी है उस बीमारी से पीड़ित मृतक प्रमोद छाबडा

के ग्रसित होने के संबंध में कोई दस्तावेजी साक्ष्य पत्रावली पर उपलब्ध नहीं है। परिवादी की ओर से प्रस्तुत न्यायिक दृष्टांत स्टेट ऑफ हरियाणा बनाम भागीरथ व अन्य में पारित निर्णय दिनांक *12* मई *1999* में माननीय न्यायालय में यह प्रतिपादित किया है कि ***The Opinion given by a medical witness need not be the last word on the subject. Such opinion shall be tested by the court. If the opinion is benefit of logic or objectivity, court is not obliged to go by that opinion.*** हस्तगत प्रकरण में मेडिकल ज्यूरिस्ट द्वारा जो राय व्यक्त की गयी है उसके संबंध में कोई पुष्टिकारक साक्ष्य अथवा दस्तावेजी साक्ष्य नहीं है। पोस्टमार्टम रिपोर्ट में मृतक प्रमोद छाबड़ा की मृत्यु दिनांक ***24.12. 2018*** को सड़क दुर्घटना में आयी चोटों के कारण हुई है यह अंकित है। मृतक के पंचनामे के अनुसार मृतक की नांक से खून निकला हुआ है, मृतक की बांयी आंख पर चोट लगकर खून निकला हुआ है, मृतक के बायें जबड़े में सूजन है। उक्त पंचनामे में पंचों की राय के अनुसार सड़क दुर्घटना में आयी चोटों के कारण मृतक की मृत्यु हुई है।

13. प्रत्रावली पर जो दस्तावेजी साक्ष्य पेश की गयी है उसमें दुर्घटना के संबंध मैं पुलिस द्वारा किये गये अनुसंधान बाबत् दस्तावेज भी पेश किये गये हैं जिसके अनुसार मृतक बीमारी की वजह से वाहन पर नियंत्रण खो बैठा जिससे यह दुर्घटना घटित हुई। इस प्रकार पुलिस अनुसंधान से भी दुर्घटना कारित होना स्वीकृत स्थिति है, किन्तु मृतक बीमारी की वजह से वाहन पर नियंत्रण खो बैठा हो इस निष्कर्ष का कोई आधार पत्रावली पर उपस्थित नहीं है। यह माना भी लिया जाए कि पीड़ित मेडिकल ज्यूरिस्ट द्वारा बतायी गयी बीमारी से पीड़ित था तो भी मृतक ने वाहन चलाने में उक्त बीमारी के कारण ही नियंत्रण खोया हो यह साबित व स्पष्ट नहीं होता है, ना ही इसका कोई आधार पत्रावली पर है। प्रत्येक दुर्घटना के पीछे कोई ना कोई कारण अवश्य होता है। हो सकता है कि हस्तगत प्रकरण में देशी मृतक अपने वाहन पर नियंत्रण खो बैठा हो और इस कारण दुर्घटना घटित हुई हो, किन्तु मृतक ने वाहन पर नियंत्रण उक्त बीमारी के कारण ही खोया हो इसकी पुष्टि में कोई पुष्टिकारक साक्ष्य व आधार पत्रावली पर नहीं है। जब तक कि निर्विवादित रूप से यह साबित नहीं कर दिया जाये कि मृतक ने वाहन

पर नियंत्रण विपक्षी बीमा कम्पनी के अभिवचनानुसार उक्त बीमारी के कारण ही खोया हो ।

14. उपरोक्त विवेचनानुसार विपक्षी बीमा कम्पनी अपने अभिवचनों को साबित करने में असफल रही है एवं विपक्षी बीमा कम्पनी द्वारा परिवादीया का हस्तगत प्रकरण में बीमा क्लेम खारिज किया जाना सेवादोष की श्रेणी में आता है और विपक्षी बीमा कम्पनी द्वारा परिवादीया का बीमा क्लेम खारिज करने में परिवादीया के प्रति सेवादोष कारित किया गया है।

15. अतः परिवादीया का यह परिवाद विरुद्ध विपक्षी बीमा कम्पनी स्वीकार योग्य पाया है।"

12.2 The learned Permanent Lok Adalat has, upon due appreciation of the material placed on record, taken note of the following aspects:

12.2.1 It has been observed that on 24.12.2018, the deceased was himself driving the vehicle and was in a normal and healthy condition at the relevant time. During the course of such driving, his vehicle was hit by another car, which fact stands substantiated from the FIR as well as the final report submitted by the police. The record further reflects that the deceased sustained serious injuries, was immediately shifted to the Trauma Centre by ambulance, and was thereafter declared dead.

12.2.2 The learned Permanent Lok Adalat has further recorded that there is no tangible or cogent material on record to suggest that the death of the deceased, Pramod Chhabra, occurred prior to the accident. It has also been noted that the possibility of cardiac failure having been triggered on account of the injuries sustained in the accident, followed by cardiac arrest, cannot be ruled out.

Additionally, the Tribunal has observed that no evidence has been brought on record by the Insurance Company to establish that the deceased had been undergoing any prior treatment for heart disease.

12.2.3 The learned Permanent Lok Adalat has also held that the opinion rendered by the Medical Jurist is not supported by any corroborative documentary evidence and, therefore, cannot be treated as conclusive or the final word on the cause of death. On the contrary, the post-mortem report clearly reflects that the deceased had sustained grievous injuries, including bleeding from the nose, injury to the left eye, and swelling over the face. The *panchanama* further records that the cause of death was attributable to injuries sustained in the accident.

13. This Court has interacted with the concerned Doctor, namely Dr. Naveen Simatwal, who was present-in-person, and he was not able to overrule/refute the findings recorded in the impugned order.

14. On an overall consideration of the oral and documentary evidence, the findings recorded by the learned Permanent Lok Adalat have been found to be reasoned and justified. The repudiation of the claim by the Insurance Company, in the given circumstances, appears to be based on presumptive grounds, particularly when the sequence of events-namely, the deceased driving the vehicle, the occurrence of the accident, the sustaining of injuries, and the subsequent death-stands duly established on record.

15. Thus, in view of the ratio encapsulated in **Bharat Watch Company (supra), Alka Shukla (supra)**, and **Manmohan Nanda v. United India Insurance Co. Ltd.: CIVIL APPEAL NO. 8336/2015** the aforesaid facts and circumstances, this Court does not find any perversity or illegality in the findings recorded by the learned Permanent Lok Adalat. It is also noteworthy that the judgments relied upon by the petitioner are distinguishable on facts and do not advance its case. Consequently, no ground for interference is made out in exercise of writ jurisdiction, and all the writ petitions, being devoid of merit, are accordingly **dismissed**.

16. No orders are made as to costs. Pending applications, if any, shall stand disposed.

17. A copy of present judgment be placed in the connected petitions.

(SAMEER JAIN), J.

Sudhir/Preeti Asopa