



CR-4675-2025

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

CR-4675-2025 (O&M)

Date of decision : 13.03.2026

Rajesh and another

...Petitioners

Versus

Bhateri and others

...Respondents

CORAM: HON'BLE MS. JUSTICE HARPREET KAUR JEEWAN

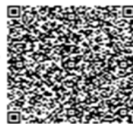
Present: Mr. G.S. Gopera, Advocate for the petitioners.

HARPREET KAUR JEEWAN, J. (Oral)

1. By way of filing the present petition, the owner & driver of the vehicle are impugning the order passed by the Motor Accident Claims Tribunal, Charkhi Dadri (*for short, the "Tribunal"*), exonerating respondent No.3-Insurance Company from its liability, during the pendency of the claim petition filed on behalf the claimant-respondent Nos.1 & 2, regarding a motor vehicle accident.

2. The question in this matter is as to whether the Insurance Policy covering the liability of the owner would start from the date when the policy was issued or from a subsequent date mentioned in the policy.

3. As per the facts on record, during the pendency of the claim petition filed on behalf of respondent Nos.1 & 2-claimants, respondent No.3-Insurance Company filed an application for deletion of its name on the ground that the vehicle was insured with the Company vide Insurance Policy dated 10.07.2019, with effect from



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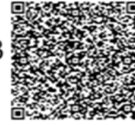
12.07.2019, whereas, the accident took place prior to that on 10.07.2019. The Tribunal allowed the said application by observing that the Insurance Policy was effective w.e.f. 00:00 hours on 12.07.2019; rejected the argument that the premium was paid on 10.07.2019, and as such, deleted the name of the Insurance Company.

4. None has appeared on behalf of the respondent-Insurance Company, despite service.

5. I have considered the aforesaid submissions and perused the paper book.

6. As per the Insurance Policy Cover Note (Annexure P-1), the date of issuance of the Insurance Policy is recorded as 10.07.2019, though the period of insurance has been mentioned from a subsequent point of time i.e. 00:00 hours on 12.07.2019. The premium amounting to Rs.8,265/- is recorded in the said policy having been received on the date of issuance of the Insurance Policy. This indicates that on the day of the accident, i.e. on 10.07.2019, the vehicle was insured.

7. The Hon'ble Apex Court in "*Oriental Insurance Co. Ltd. vs. Dharam Chand*"; 2010 (15) SCC 141, dismissed the appeal filed on behalf of the Insurance Company when this fact was admitted on behalf of the Insurance Company that the cheque for premium was received by the Company on the day when the accident took place. It was held that the insurance must be deemed to have commenced from the time when the cheque for premium amount has been received. The Insurance Company was held liable.



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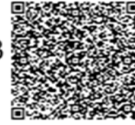
8. Similarly, the Hon'ble Apex Court in *National Insurance Company Vs. Maya Devi and others*, Civil Appeal Nos.15016-15017 of 2024, decided on 02.09.2024, confirmed the findings of the Tribunal regarding liability of the Insurer as the premium was paid/given prior to the accident, while observing that it was on account of the internal procedure of the Company due to which the policy was issued the next day. It was held that the coverage under the policy would start from the day the premium was received by the Insurance Company.

9. In the present case, as per the FIR, the accident took place at 1830 hours (06.30 p.m.) on 10.07.2019. Although, no time is mentioned on the policy cover note (Annexure P-1), but the date of issuance of the policy is recorded as 10.07.2019 and the premium amounting to Rs.8,265/- is recorded to have been accepted on 10.07.2019.

10. In such circumstances, it is concluded that the premium was accepted by the Company on the day when the accident took place. The accident took place in the evening at 6.30 p.m., as such, the policy covers the liability of the insured.

11. In view of the above, the findings of Tribunal exonerating the Insurance Company are liable to be set aside.

12. Accordingly, present petition is allowed; and impugned order dated 05.02.2025 is set aside. The Tribunal shall decide the matter impleading the Insurance Company-respondent No.3 as the respondent.



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13. Pending miscellaneous application(s), if any, shall also stand disposed of.

13.03.2026

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**[HARPREET KAUR JEEWAN]
JUDGE**

Whether speaking / reasoned :
Whether Reportable :

Yes
Yes

No
No