CS 1139/18, CS 1141/18 CS 1142/18, CS 189/19 & CS 549/19
MONIKA VERMA Vs. BSES YAMUNA POWR LIMITED

03.01.2026

At 11:11am

Present: Sh. Sanjeev Mehta, Ld. counsel for plaintiff through VC.
Sh. Parshant Kumar Sharma, Ld. counsel for D-1 through VC.
Sh. A.T. Khan, Ld. counsel for D-2 through VC.
Sh. Manoj Kumar, Ld. counsel for proposed defendant/TATA AIG General Insurance Company Ltd. through VC.

Arguments heard on the application under Order I Rule 10 CPC.

Ld. counsel for proposed defendant/TATA AIG General Insurance Company Ltd. submits that the risk covered under the Insurance Policy was for "laying of transmission lines". He further submits that as per policy, defendant No.2 has to disclose the designated premises and only thereafter, the risk was to be covered for the said premises. He further submits that the fire was broke out at the place where domestic meter was installed and no work of laying of transmission lines were carried out, therefore, the risk/liability alleged in the plaint is not covered under the public liability insurance policy issued by proposed defendant in favour of defendant No.2. He further submits that there is no privity of contract between plaintiff and proposed

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defendant. He further submits that proposed defendant and defendant No.2 inter-se are bound by the document of privity of contract. He further submits that proposed defendant/Tata AIG General Insurance Company Ltd. is not the necessary party to the present suit.

Ld. counsel for plaintiff concedes that there is no privity of contract between plaintiff and proposed defendant. He further submits that defendant No.2 has taken the policy from proposed defendant under the Public Liability Act. He further submits that plaintiff has no objection, if the proposed defendant is not made party to the present suit as proposed defendant is having the notice of the present suit and if plaintiff succeeds in the present suit against defendant No.2, then defendant No.2 would be having a right to claim recovery of the decreetal amount against him/it, as per their agreement/policy.

In view of the submissions and considering that there is no privity of contract between plaintiff and proposed defendant and also that defendant No.2 and proposed defendant are inter-se bound by the document of privity of contract i.e. Insurance Policy and if plaintiff succeeds in the present suit against defendant No.2, then defendant No.2 would be having a right to claim the decreetal amount against proposed defendant/TATA AIG General Insurance Company Ltd. as per their policy, therefore, this Court is not inclined to implead proposed defendant/TATA AIG General Insurance Company Ltd. in the array of parties of the present suit. Proposed defendant/TATA AIG General Insurance Company Ltd. is not a necessary party to the present suit and an effective decree can be passed in its absence. **Application under Order I Rule 10 CPC is accordingly dismissed and disposed of.**

Parties are directed to produce original documents on NDOH. Parties are also directed to file proposed issues, if any.

Parties are also directed to appear in person on NDOH for the purpose of admission and denial of documents and recording of their statements under Order X CPC, if required.

Put up for affidavit of admission and denial of documents and framing of issues on **28.02.2026.**

Date is given as per the convenience of Ld. counsels.

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(Deepanker Mohan)
District Judge-04
Shahdara District/KKD Courts/Delhi
03.01.2026