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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **MAC.APP. 83/2022 & CM APPL. 14228/2022**

SURJEET SINGH

..... Appellant

Through: Mr. Amrendra K.Mehta and Ms.
Gunjan Kumari, Advocates.

versus

**THE ORIENTAL INSURANCE COMPANY LIMITED THROUGH
ITS MANAGER & ORS.**

..... Respondents

Through: None.

CORAM:

HON'BLE MR. JUSTICE SANJEEV SACHDEVA

ORDER

23.03.2022

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CM APPL.14229/2022 (exemption)

Exemption is allowed subject to all just exceptions.

CM APPL. 14230/2022

The appellant shall make the statutory deposit of Rs.25,000/-
within four weeks.

Application is disposed of in the above terms.

MAC.APP. 83/2022

1. Appellant impugns judgment dated 10.12.2019 to the limited extent that recovery rights have been granted to the insurance company against the appellant.

MAC.APP.83/2022

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The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.

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2. Learned counsel for the appellant submits that recovery rights have been granted solely on the ground that the vehicle of the appellant did not have a valid permit for the State of Delhi where the accident occurred. He submits that it had come on record that the vehicle was plying under a valid permit for the State of Haryana. He further submits that even for the State of Delhi there was a permit. He submits that even though the permit for Delhi was produced, same was not taken into account by the Tribunal and the impugned award has been passed.

3. Learned counsel relies on the decision of the Punjab & Haryana High Court in *National Insurance Company Ltd vs. Paramjit Kaur & Ors*, FAO No.1534 of 2013, P&H High Court and *National Insurance Company Ltd vs. Rajender Giri & Ors*, FAO No.3859 of 2009 (O&M), P&H High Court to contend that if there was a valid permit for one State the insurance company is not absolved of its liability in case the accident occurs in another case.

4. Learned counsel further submits that the insurance company has paid to the other claimant without any objection and as such they were estopped from raising the plea of lack of permit to claim recovery rights.

5. Issue notice. Since the dispute is limited to the recovery rights granted to the insurance company, service of respondent Nos.2 & 3 is dispensed with.

6. Notice shall issue to respondent No.1 through nominated



counsel, returnable on 06.12.2022.

7. In the meantime, the impugned award dated 10.12.2019 to the limited extent that it grants recovery rights against the appellant shall remain stayed.

SANJEEV SACHDEVA, J

MARCH 23, 2022/rk