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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RFA 356/2006
N.K.RAJGARHIA

..... Appellant

Through : Counsel for the appellant appearance
not given.

versus

NATIONAL INSURANCE CO. LTD.

..... Respondent

Through : Ms.Shuchi Singh, Advocate.

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

% **06.11.2019**

This appeal is against the judgment and decree dated 21.03.2006 passed by the learned Additional District Judge, Delhi in civil suit No.250/2005 whereby the suit of the appellant herein was dismissed. The learned counsel for the appellant says the Court has wrongly dismissed the suit on grounds of limitation.

Admittedly the cover note for marine with expectation to import was obtained by the appellant on 13.03.1995 and a premium of Rs.8,05,113/- was paid by him. The cover note bearing no.350900/0051190/95 was in favour of Deutsche Bank, exhibited as *Ex.PW1/2*. Admittedly, the appellant on 13.09.1995 had surrendered the said cover note with the defendant with a request to refund the amount deposited therein.

It is the case of the respondent after applying for refund, the appellant slept over the matter for over four and half years but later

started agitating his claim, hence the claim is barred by limitation. This argument find favour with the learned Trial Court and it dismissed the suit on grounds of limitation.

Another issue raised is if a cover note is taken for a particular period; can it then be surrendered and premium money be reclaimed.

The documents exhibited before the learned Trial Court are not filed on record with the paper book. Let the same be filed within a week from today.

List on 27.11.2019.

YOGESH KHANNA, J.

NOVEMBER 06, 2019

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