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

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Date of decision: 15.05.2026

1. FAO-1521-2026 (O&M)

HDFC ERGO GENERAL INSURANCE COMPANY LIMITED

....Appellant

Versus

SUDESH AND OTHERS ...Respondents

2. FAO-1528-2026

HDFC ERGO GENERAL INSURANCE COMPANY LIMITED

....Appellant

Versus

MURTI AND OTHERS ...Respondents

CORAM: HON'BLE MR. JUSTICE YASHVIR SINGH RATHOR

Present : Mr. Sanjeev Kodan, Advocate for the appellant(s).

<u>YASHVIR SINGH RATHOR. J.(Oral)</u>

<u>CM-5842-CII-2026 & CM-5823-CII-2026</u>

1. Present applications have been filed for condonation of delay of 58 days in re-filing the present appeals.

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2. For the reasons mentioned in the application, the same is allowed. Delay of 58 days in re-filing the present appeals is hereby condoned.

CM-5841-CII-2026 & CM-5822-CII-2026

3. Present applications have been filed for condonation of delay of 37 days in filing the present appeals.

4. For the reasons mentioned in the application, the same is allowed. Delay of 37 days in filing the present appeals is hereby condoned.

FAO-1521-2026 (O&M) & FAO-1528-2026

5. This order shall dispose of above noted two appeals as the same have emanated out of the same award.

6. These appeals have been instituted by the Insurance Company against the Award dated 23.07.2025, vide which a sum of Rs.19,64,000/- has been awarded as compensation to claimants-Murti Devi and Others and a sum of Rs.17,25,000/- has been awarded as compensation to claimants-Sudesh and Others on account of death of Ram Parsad and Hoshiyar Singh @ Dholu in an accident which took place due to rash and negligent driving on the part of respondent-Ashok Kumar while driving offending vehicle bearing No.HR-55-V-5157, owned by respondent-Pardeep Kumar and insured with the appellant-Insurance Company. However, Insurance Company has been held liable to pay the amount of compensation to the claimants jointly and severally alongwith respondent-Ashok Kumar and respondent-Pardeep Kumar, i.e. driver and owner of the vehicle.

7. I have heard learned counsel for the appellant and have gone through the material on the file.

8. Learned counsel for the appellant argued that the award in question

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whereby the Insurance Company has been held liable to indemnify the insured is based on conjectures and surmises. The facts of the case and evidence on file have not been appreciated in the correct perspective. Infact, the vehicle in question was not insured with the appellant-Insurance Company as on the date of accident. The insured vehicle has been changed from TATA Ace Gold to Ashok Leyland Truck (offending vehicle) on 29.12.2021, whereas, the accident had occurred on 15.11.2021 and as such, insurance company is not liable to indemnify the insured and learned counsel prayed that the finding on issue No.3 be thus reversed and Insurance Company be exonerated of its liability.

9. Before proceeding further, the findings and observations of the Tribunal under issue No.3, whereby, Insurance Company has been held liable to indemnify the owner are as under:-

> *3. A perusal of documents produced by Insurance Company reveals that vehicle TATA Ace Gold bearing registration No. HR-55V5157 was registered in the name of one P. Chandran as per the vehicle particulars issued by Transport Department, Government of NCT of Haryana Faridabad (Ex R8). In the document, the month and year of manufacture of the vehicle has been mentioned as 4/2021. However in later column registration date has been mentioned as 25.04.2017. Spelling in the name of the vehicle maker is also wrong. Name 'TATA MOTER' has been mentioned instead of TATA MOTORS. The said document had been printed on 19.10.2021 at 2.46 p.m. The particulars mentioned in the said performa placed on record by respondent No.3 appear suspicious and also do not inspire confidence of the Court. Since, as per document Ex. R9 i.e. insurance policy, vehicle TATA Ace was hypothecated with HDB Financial Services Ltd. Madurai. In the column of vehicle details against registration numbers word 'NEW' was mentioned and against the*

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entry of RTO; Madurai was mentioned. Document Ex. R9 does not match with the particulars mentioned in document Ex. R8. In Ex. R8 the vehicle particulars were issued by State Transport Department, Faridabad but in Ex. R9 the RTO is mentioned of Madurai. Apart from other descriptions there is no mention of any hypothecation of the vehicle in the vehicle particulars in Ex. R8 despite there being a specific column in this regard.

4. So far as changes in the insurance policy are concerned, it is the plea of the insurance company that they had provided for an ID and password to the insured to make the necessary amendments. No such record of any ID and password has been placed on record. Further, the plea that the insured could change the details without the consent of Insurance Company does not inspsire confidence of the Court. The insurance policies are contracts and changes to a contract require the agreement of all parties involved, in this case the insurer and the insured. Any alterations to the policy, whether any coverage terms, or conditions; must be agreed upon by the insurer and the policy holder. Insurance policies are treated as contracts and the terms must be strictly adhered to. Therefore, in the present case also it cannot be presumed that the changes in the policy were made without the consent of the Insurance Company. Change of vehicle or ownership is a material alteration as it would affect the insurance cover, premium amount as well as the liability of the insurance company. Such material alteration without the consent of the insurance is not possible. Moreover, in the present case, no guidelines of the Insurance Company have been placed on file to show that infact the insured/customer could make the changes unilaterally.

5. In these circumstances, even if it is believed that the insurance policy had been transferred from vehicle TATA Ace Gold to Ashok Leyland Truck on 29.12.2021 then also endorsement of the amendment in the Insurance Policy by the Insurance Company made it liable for any accident with the vehicle so insured during the period

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of insurance cover which in this case was from 02.07.2021 to 01.07.2022. There are several doubts however, in the present case in respect of the vehicles. The initial document of vehicle particulars placed on file by respondent No.3 and all the subsequent documents of Insurance are themselves doubtful in nature. Be that as it may, the insurance company has admitted that it had issued the Policy No.2315204202885100010 for vehicle No. HR-55V-5157 and as such the insurance company is liable to indemnify the insured/owner and the liability of the respondents shall be joint as well as several. If aggrieved, the Insurance Company may take legal action against respondent No.2.

10. I have also perused the copies of the documents placed on file by the Insurance Company alongwith the grounds of appeal.

11. As per version of Insurance Company, the insurance policy was issued for the period 02.07.2021 to 01.07.2022 on the basis of proposal form Ex. R7 against Vehicle No.HR-55-V-5157. The insured furnished vehicle particulars Ex. R8 at the time of insurance and on the basis of vehicle particulars Ex. R8, company issued policy Ex. R9. A perusal of the proposal form shows that proposal was for issuing policy for vehicle make Ace-Gold Petrol GVW 1615, Engine No.275MPFI01CYXK14091 and Chassis No.MAT559005MVD19375, RTO Madurai. The vehicle particulars supplied were Ex.R8, which shows that registration number of the vehicle was HR-55V-5157, Chassis No.MB1CTDYC5FPBM7968 and Engine No.275MPFI01CYXK14091 but the registration date of the vehicle is shown as 25.04.2017, whereas, it was a new vehicle as per proposal form Ex. R7. Even manufacturer of the vehicle is mentioned as TATA MOTER and owner name is shown as P Chandran and the

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vehicle particulars have been issued by Transport Department, Government of NCT of Haryana, Faridabad, whereas, in the case of Transport Department Haryana, Government of NCT is never mentioned and it is only mentioned in respect of Delhi Government as NCT Delhi. The policy Ex. R9 has been issued in favour of P Chandran for Engine No.275MPFI01CYXK14091 and Chassis No.MAT559005MVD19375 and premium of Rs.20,777/- was paid. As per version of Insurance Company, insured has changed the communication details on 27.12.2021, vide document Ex. R10 but the engine number, chassis number and make of the vehicle remained the same. Thereafter, communication details are stated to have been changed on 27.12.2021, vide Ex. R11 but in Ex. R11 also, the engine number, chassis number, name of insured and make of vehicle are the same. On 29.12.2021, insured has allegedly endorsed for change of vehicle, vide Ex. R12 but having same engine and chassis number and he has changed the cover, whose copy is Ex. R13 but in Ex. R13, registration number of the vehicle has been mentioned as HR-55-V-5157 i.e. offending vehicle, make of vehicle is again ACE- Gold Petrol but engine number and chassis number have been changed and engine number has been mentioned as 275MPFI01CYXK14091 and chassis number has been mentioned as MB1CTDYC5FPBM7968. On 31.12.2021, another change has been made in Ex. R14, with engine number changed to FBPZ113145 but chassis number is the same and name of insured and make of vehicle are still the same as also shown in Ex. R15. In Ex. R16, vehicle has been changed from TATA Motors Ltd. Variant Ace Gold Petrol to Ashok Leyland truck but registration number of the vehicle is again the same as HR-55-V-5157 and engine number is mentioned as FBPZ113145 and chassis number is

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mentioned as MB1CTDYC5FPBM7968. However, premium paid has been enhanced to Rs.37,313/-. On 20.01.2022, name of owner has been changed from P Chandran to Pardeep Kumar i.e. insured, vide policy Ex. R17 but registration number of the vehicle is HR-55-V-5157 i.e. the offending vehicle. Again endorsement has been changed on 20.01.2022, vide Ex. R18 and on the same day, again changed the general endorsement vide Ex. R19 and vide Ex. R20 and Ex. R21, communication details have been changed but in all the documents starting from the policy initially issued on the basis of vehicle particulars Ex. R8, the policy pertains to vehicle bearing registration No.HR-55-V-5157 i.e. the offending vehicle.

12. The Tribunal has also observed that even if it is believed that the Insurance policy had been transferred from vehicle TATA ACE GOLD to the offending truck on 29.12.2021, then also endorsement of amendment in the insurance policy by the Insurance Company made it liable to indemnify the insured as the policy was issued for the period 02.07.2021 to 01.07.2022. Even Insurance Company has admitted that it had issued Policy No.2315204202885100010 for vehicle No.HR-55-V-5157 and as such, the insurance company cannot escape from its liability. Learned tribunal has thus rightly held that Insurance Company is liable to indemnify the insured/owner and the liability of the respondents shall be joint and several. The Tribunal has thus appreciated the evidence led on file in the correct perspective while holding the Insurance Company liable to indemnify the insured. The impugned award thus does not suffer from any material illegality or irregularity and no interference in the same is called for.

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13. Resultantly, the appeals in hand are dismissed. No order as to costs.

14. Pending application, if any, shall stand disposed of.

15. A photocopy of this order be placed on the file of connect case.

(YASHVIR SINGH RATHOR)
JUDGE

15.05.2026
amandeep

Whether speaking/reasoned. : Yes/No
Whether Reportable. : Yes/No