

(PHONE: PTCL: 0642474100. FAX: 0642470496).

Complaint/ Case No: 1894 / 597 / 11.
Date of Institution: 11-11-2011.
Date of Decision: 17-03-2012.

4. I have observed that since the insurance company has refused to grant the claim of insurance to the claimant therefore the dispute is within exclusive jurisdiction of the Insurance Tribunal and jurisdiction of this court is

barred with the observation that only such cases of insurance are within the jurisdiction of this court in which the dispute is not yet culminated in the expenses or refusal of the insurance claim but when the claim is refused or in adiquently granted then the matter is out stead from the jurisdiction of this court being in connected with the provided of the facilities by the service provider.

5. As far as the liability of ex-parte defendant No.2 is concerned, the remedy of the claimant is to seek civil and criminal action for the alleged attributed against defendant No.2 in accordance with law.

6. For what has been discussed above, the present complaint is hereby disposed off by way of return so as to initiate proper proceedings against the defendants before the concerned court in accordance with law.

7. Parties are left to bear their own costs.

8. *The file of this complaint is to be consigned to the record room of this court duly page marked with proper index and after due completion and made available for issuance of attested copies and kept under safe custody till the period fixed for destruction in accordance with the Rules & Orders of Honourable Lahore High Court.*

Announced:
17-03-2012.

(MIRZA JAWAD A: BAIG)
D. & S. J. / P.O., D.C.C., D.G.K.,
PUNJAB, PAKISTAN.