



① ③
CH

BEFORE THE HON'BLE HIGH COURT OF CHHATTISGARH AT BILASPUR

Mise. Appeal No. ¹⁰⁷² Of 2003. **Single Bench**

APPELLANT
NON-APPLICANT NO. 3

:- Manager, United India Insurance Co.
Ltd., Transport Nagar, Korba, Through
Manager, Ramgarh Branch, Satigudi
Chowk, Raigarh, Policy No. 151371,
Truck No. M.P. 26 B 8762.

V E R S U S

RESPONDENTS

- :- 1. Lakhansai Sanvara, son of Munu Sanv-
ara (Schedule tribe), aged about 60
years, Occupation Nil,
2. Bahartin Bai, wife of Lakhansai
Sanvara, aged 58 years, Occupation
Nil,
Both resident of Village Sukhda,
P.S. and Tah. Dabhara, District
Janjgir Champa (Chhattisgarh),
3. Mu. Sumitra Bai, widow of Shiv Prasad
Sidar, aged 20 years, resident of
Village Sukhda, Tahsil Dabhara,
District Janjgir Champa, presently
resident of Sarvani, Tahsil and
District Raigarh (Chhattisgarh),

CLAIMANTS

4. Gurucharan Singh, son of Prakash
Singh Saini, Sardar, Driver, Truck
No. M.P. 26 B 8762, aged 35 years,
resident of Chandiyapara, ward No.
14, Near house of Shriram Yadav,
Janjgir, District Janjgir Champa
(Chhattisgarh)
5. Shravan Kumar Agrawal, son of Shanker
Lal Agrawal, Owner, Truck No.

Contd..2..

P. R. No. 2459/b3
Presented by Shri P. R. Yadav
dated 30.12.03

[Handwritten signature]

- : 2 : -

M.P. 26 B 8762, resident of Naila,
Tahsil Jangjir (Champa-Jangir)

RESPONDENT NO. 1 & 2

APPEAL UNDER SECTION 173 OF MOTOR VEHICLES ACT 1988

(25)

HIGH COURT OF CHHATTISGARH AT BILASPUR

MISC. APPEAL NO.1072/03

Manager, United India Insu.Co.

Vs.

Lakhansai Sanvara and others.

ORDER

POST FOR: 30/1/2004.

<p>Sd/- Fakhruddin Judge</p>	
--------------------------------------	--

HIGH COURT OF CHHATTISGARH AT BILASPUR

MISC. APPEAL NO.1072/03

Manager, United India Insu.Co.

Vs.

Lakhansai Sanvara and others.

ORDER

The present appeal has been filed by the Insurance Company against the award dated 14/10/2003 passed by Second Addl. Motor Accident Claims Tribunal, Raigarh in Claim Case No.16/02, whereby the Claims Tribunal allowing the application under Section 140 of the Motor Vehicles Act filed by the claimants awarded a sum of Rs.50,000/- as interim compensation towards no fault liability.

2. Brief facts of the case are that one Shivprasad sustained injuries in the accident occurred on 9/6/2000 at about 6.00 a.m. near village Botalda by truck No.MP 26-B/8762, which was rashly and negligently driven by Gurubachan Singh and owned by Shravan Kumar Agrawal. Shivprasad died because of the injuries sustained by him, which is not disputed. The report of the accident was lodged in the Police Station, Kharsia and a crime No. 137/02 was registered for the offence punishable under Section 304-A of I.P.C. The claimants have filed the case

claiming compensation against the appellant and respondents no.4 and 5 in the tune of Rs.35,20,000/-. The court below has prima facie found that the vehicle in question was owned by the respondent no.5. However, a sum of Rs.50,000/- has been awarded as interim compensation towards no fault liability, which was to be paid by the insurance company.

3. Learned counsel for the appellant submits that the Claims Tribunal while awarding no fault liability has not considered the fact that the vehicle involved in the accident was not insured with it at the time of accident. He further submits that no fault liability was on the owner.

4. Having considered the facts and circumstances of the case and material on record, it appears that the court below after hearing the parties and considering the material on record found that the insurance certificate of the truck in question was issued on 8/6/2000 and the accident took place on 9/6/2000 and held that the appellant is liable for compensation. In support of its findings, the court below relied on the judgments reported in 2000(1) TAC 147 (M.P.) (United Insurance Company Limited vs. Mardimatha Peta) and 1994(2) TAC 279 (Andhra Pradesh).

5. Having thus considered, in the opinion of this Court, so far as no fault liability is concerned, there is no infirmity

(28)

- 3 -

in the impugned order. The amount so deposited under no fault liability shall be allowed to be withdrawn by the claimants on furnishing security. It is however made clear that this order is only for the purpose of grant of no fault liability. The court below, without being influenced of any of the observations made in this order, shall decide the case on its own merits in accordance with law. If ultimately it is held that the insurance company is not liable, the owner shall indemnify the award.

6. Subject to what has been stated above, this appeal stands disposed of.

Sd/- Fakhruddin Judge	
-----------------------------	--

30-1-2004

/Hande/-