

**HIGH COURT OF MEGHALAYA**  
**AT SHILLONG**

FA. No. 4 of 2016

Date of Hearing : 26.09.2018

Date of Decision: 27.09.2018

Oriental Insurance Co. Ltd. Vs. Smti. Mondaris Lyngdoh Mawlong  
& 2 Ors.

**Coram: Hon'ble Mr. Justice S.R.Sen, Judge**

**Appearance:**

For the Petitioner/Appellant(s) : Mrs. G.Purkayastha, Adv.

For the Respondent(s) : Mr. K.C.Gautam, Adv. for R 1.  
Mr. H.Nongkhlaw, Adv. for R 2&3.

i)	Whether approved for reporting in Law journals etc.:	Yes/No
ii)	Whether approved for publication in press:	Yes/No

The appeal came for hearing today.

1. Heard Mrs. G.Purkayastha, learned counsel for the appellant as well as Mr. K.C.Gautam, learned counsel for the respondent No. 1 and Mr. H.Nongkhlaw, learned counsel for the respondents No. 2 and 3.

2. The brief facts of the case in a nutshell is that:

*“That the Respondent No. 1 herein has filed a claim petition under section 166 read with section 140 of the Motor Vehicle Act, 1988 before the Member Motor Accident Claim Tribunal at Shillong which was registered as MAC Case No. 93 of 2007 praying for grant of compensation for Rs. 25,00,000/- (Rupees Twenty Five Lakhs) only arising out of an accident leading to the death of her husband (L) Shally Nongrum on 19.8.2007 at 10 PM and Motor Accident Claim Tribunal was pleased to*

*grant compensation of Rs. 15,99,000/- minus Rs. 50,000/- already received as interim compensation (Net amount is Rs. 15,49,000/- vide judgment & order dated 17.06.2016).*

*Being aggrieved, Appellant herein is preferring this Appeal under section 173 of the Motor Accident Claim Tribunal at Shillong.”*

3. Mrs. G. Purkayastha, learned counsel for the appellant argued that in this instant case only one issue needs to be decided and that is whether a passenger car can carry goods, which amounts to breach of contract and is against the terms and conditions of the policy.

4. On contra, Mr. K.C.Gautam, learned counsel for the respondent No. 1 submits that on the day of the incident the bus concerned involved in the accident was not only carrying goods but also passengers, so there is no question of breach of contract.

5. After hearing the submissions advanced by the learned counsels and after perusal of the Accident Information Report i.e. Form No. 54 at page 74 of the paper-book, it is clear that the accident occurred due to rash and negligent driving of the driver and the head of the victim was totally crushed. I have also perused the FIR on record as well as the evidence, and the judgment and order dated 17-06-2016 passed in MAC Case No. 93 of 2007 by Learned Motor Accidents Claim Tribunal, Shillong.

6. After perusal of the judgment and order referred above and the evidence available on the paper-book, I do not see any error in the impugned judgment and order dated 17-06-2016 passed in MAC Case No. 93 of 2007 by Learned Motor Accidents Claim Tribunal, Shillong.

7. Therefore, the interference of this Court is unwanted and I uphold the impugned judgment and order dated 17-06-2016 passed in MAC Case No. 93 of 2007 by Learned Motor Accident Claims Tribunal, Shillong and direct the appellant to make the payment as per the judgment and order referred above within 30(thirty) days from the date of this judgment and order.

8. With this observation and direction, the appeal is dismissed and stands disposed of. Interim order passed earlier if any, is hereby withdrawn.

9. Registry is directed to return the lower court case record along with a copy of this judgment and order immediately.

Meghalaya  
27.09.2018  
"S.Rynjah PS"



**(S.R.Sen)**  
**JUDGE**