

**IN THE HIGH COURT OF MANIPUR
AT IMPHAL**

MC(MACApp.) No. 11 of 2022

1. Anikita Raj @ Ankita Raj, aged about 33 years, W/o Late Joy @ Jai @ Jay Prakash Singh,
2. Abhimanu Kumar Singh, aged about 7 years, S/o Late Joy @ Jai @ Jay Prakash Singh,
3. Granthik Singh, aged about 5 years, S/o Late Joy @ Jai @ Jay Prakash Singh,

--- All are the residents of Majorkhul Gate, M.G. Avenue, P.O. Khuyathong, P.S. City, Imphal West District, Manipur.

....Applicants

-Applicants No. 2 & 3, being minor, are represented by their mother, i.e., Applicant No. 1.

- Versus -

1. The Branch Manager, Reliance General Insurance Company Limited, Guwahati, Anil Plaza 5th Floor, Beside IOBI Building, ABS, G.S. Road, Guwahati, Assam. (Insurer of the Scorpio bearing Temporary Certificate of Regd. No. AS/1/TMP/2017/13245).
2. Shri Koijam Jiten Singh, aged about 47 years, S/o Late K. Babuchouba Singh by profession businessman of Keishamthong Elangbam Leikai, Leirak Macha, P.O. & P.S. Imphal, Imphal West District, Manipur (owner of Scorpio bearing temporary Regd. No. AS/1/TMP/2017/1325).
3. Meitankeishangbam Rohendro@Rohindro aged about 29 years, S/o M. Gunindro Singh, resident of Nongmeibung Ayangpalli Road, P.O. & P.S. Porompat, Imphal East District, Manipur. (Driver of Scorpio bearing temporary Regd. No. AS/1/TMP/2017/1325).
4. Indrajit Yadav, aged about 45 years, S/o Ram Narayan Yadav, M/S Yadav Enterprises, Beharbari, Opp ABC Petrol Pump, Beltola Guahati Assam, Ward No. 17. (Owner of Tata Truck bearing Regd. AS01BC3395).
5. Manuhar Das, aged about 45 years, S/o Lohit Das of Palntari AIR Ways Ltd. House No. 112 W/No. 43 POP- Dispur, Kamrup Metropol, Assam (driver of Tata Truck bearing Regd. AS01BC3395).
6. The Branch Manager, New India Assurance Insurance Co. Ltd. Imphal Branch, Khoyathong Road, Thangal Bazar, Imphal, Manipur (Insurer of the Tata truck bearing Regd. No. AS01BC2295).
7. Shri Madan Singh, aged about 57 years, S/o late Ramsagar Singh by profession business resident of Majorkhul Gate, M.G. Avenue P.O. Khuyathong, P.S. City P.S. Imphal West District, Manipur.
8. Smt. Vimal Devi, aged about 55 years, W/o Madan Singh resident of Majorkhul Gate, M.G. Avenue P.O. Khuyathong, P.S. City P.S., Imphal West District, Manipur.

...Opposite Parties.

**BEFORE
HON'BLE THE CHIEF JUSTICE MR. SANJAY KUMAR**

For the applicants	:	Mr. A. Sachikumar, Advocate
For respondent No. 1	:	Mr. Y. Sanjoy, Advocate
For respondents No. 7 & 8	:	Mr. Dayali Elangbam, Advocate
Date of order	:	28.09.2022

O R D E R

Respondents No. 1, 2 & 3 in MACApp. No. 11 of 2021, being the claimants in Motor Accident Claim Case No. 11 of 2018 on the file of the Motor Accident Claims Tribunal, Manipur at Lamphelpat, filed this miscellaneous case seeking leave to withdraw 50% of the sum payable by respondent No.1 Insurance Company as per the judgment and award dated 28.01.2021 passed therein, *viz.*, ₹ 23, 15, 148.83/- (Rupees Twenty Three Lakh Fifteen Thousand One Hundred Forty Eight and Eighty Three paise), being half of ₹ 46,30,297.66/-(Rupees Forty Six Lakh Thirty Thousand Two Hundred Ninety Seven and Sixty Six paise) payable by respondent No.1 Insurance Company, pending disposal of the appeal.

Heard Mr. A. Sachikumar, learned counsel for the applicants/claimants; Mr. Y. Sanjoy, learned counsel, appearing for the 1st respondent Insurance Company; and Mr. Dayali Elangbam, learned counsel, appearing for respondents No. 7 & 8 in the miscellaneous case.

An Award passed by a Motor Accident Claims Tribunal, quantifying the compensation payable to the claimants therein, would stand on par with a money decree and the usual interim order passed in an appeal against such a money decree would be to permit the successful plaintiff in the suit to enjoy at least 50% of the decretal amount pending disposal of the appeal. This usual order is passed on the ground that a party who has already succeeded before one forum should

be allowed to enjoy the fruits of the decree, at least in part, pending examination by the appellate Court of the judgment passed in its favour.

Mr. Y. Sanjoy, learned counsel, appearing for the 1st respondent Insurance Company, would however rely upon Section 122 of the Motor Vehicles Act, 1988, and argue that the 1st respondent Insurance Company is contesting its liability on the ground that the accident occurred due to the sudden braking of the vehicle in front, which was covered by another insurance company's policy.

Whether this provision would have application requires to be examined in the main appeal. As matters stand, no substantial ground is discernable to doubt the liability of the 1st respondent Insurance Company to pay the compensation amount in part, as directed by the Tribunal. Further, the claimants have lost the bread-winner of the family and claimants No. 2 & 3 are minor children, whose welfare would have to be taken care of. Therefore, this Court finds no reason to deviate from the usual order passed in cases of this nature.

There shall accordingly be a direction to respondent No. 1 Insurance Company to deposit 50% of the decretal amount falling to its share, i.e., a sum of ₹ 23, 15, 148.83/- (Rupees Twenty Three Lakh Fifteen Thousand One Hundred Forty Eight and Eighty Three paise) along with the interest thereon till the date of this order to the credit of Motor Accident Claim Case No. 11 of 2018 before the Motor Accident Claims Tribunal, Manipur at Lamphelpat, within 4(four) weeks from the date of receipt of a copy of this order. Upon such deposit, the Tribunal shall permit the applicants herein to withdraw the said amount without furnishing security, by following the due procedure.

MC(MACApp.) No. 11 of 2022 is accordingly disposed of.

CHIEF JUSTICE