

**HIGH COURT OF TRIPURA
AGARTALA**

MAC. APP. NO.101 OF 2025

Bajaj Allianz General Insurance Co. Ltd.,
Shreeji Tower, 3rd Floor, C/O Guwahati Tea Ware Housing
Adjacent to Mahindra Showroom, Near Ganesh Guri Flyover, Christianbasti,
Guwahati – 781005
(Insurer of vehicle No.TR-01-Y-1510 Bolero Truck)

.....Appellant

VERSES

- 1) Smti. Swarupa Begam,***
W/O Late Alamgir Hossain,
- 2) Smt. Minuti Begam,***
D/O Late Alamgir Hossain
- 3) Md. Rakib Hossain,***
S/O Late Alamgir Hossain

4) Md. Idris Miah,
S/O Late Gani Miah
All are presently residing at
C/O Md. Joynal Miah, S/O Late Kala Miah, Golchakkar,
South Ramnagar, P.S.- West Agartala, Dist.- West Tripura
Previously residing at Indiranagar, P.S.- Melaghar,
Dist.- Sepahijala Tripura

.....Claimant Respondents

- 5) Md. Mafiz Miah,***
S/o Late Noyab Ali
of Sobhapur (Sonapur), P.S.- Sonamura,
Dist.- Sepahijala Tripura
(Owner of vehicle No. TR-01-Y-1510 Bolero Truck).

.....Owner Respondent

For the Appellant(s)	: Mr. Subhajit Chakraborty, Advocate. Mr. Samar Das, Advocate.
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For the Respondent(s)	: None
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Date of hearing and delivery of Judgment & Order	: 14.11.2025
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Whether fit for reporting	: NO.
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HON'BLE JUSTICE DR. T. AMARNATH GOUD
J U D G M E N T & O R D E R (O R A L)

[1] This present appeal has been filed by the appellant, insurance company, challenging the judgement and award dated 14.07.2025, passed by the Learned Motor Accident Claims Tribunal No.-1, West Tripura, Agartala, in Case No. TS. (MAC) 42 of 2020.

[2] The brief facts of the case as enumerated in this appeal are that on 27.05.2018 at about 05:45 PM one Alamgir Hossain boarded into driver's cabin of the vehicle bearing registration No.- TR-01-Y-1510 (Bolero Truck), keeping his saleable vegetables in the rear portion of the vehicle and proceeded for Bishramganj from Indiranagar. When the vehicle reached at Pancha Murti near Melaghar being allegedly driven by its driver in a rash and negligent manner, it capsized and as a result of the accident Alamgir Hossain (deceased) sustained serious fatal injuries on his person and died at spot. Immediately after the accident victim was shifted to Melaghar Hospital wherein post-mortem was done on the body of the deceased victim. The claimant-respondents i.e. the Respondent No.-1 to 4 herein on 06.03.2020 had filed an application under section 166 of the Motor Vehicles Act, 1988, for granting compensation of Rs.25 Lacs due to death of victim namely Alamgir Hossain in the road traffic accident occurred on 27.05.2018. After hearing the parties and conclusion of trial the learned Tribunal below passed the judgment and award dated 14.07.2025, whereby and where under the petition under Section 166 of the Motor Vehicles Act has been allowed. The claimant respondents have been awarded a sum of Rs. 18,03,000/- (Rupees Eighteen Lakhs Three Thousand) only with interest thereon at the rate of 7.5% per annum with effect from date of filing of the claim application i.e., from 06.03 2020 to till actual payment has been awarded in favour of the claimant-respondents i.e. the Respondents No.-1 to 4. Aggrieved by the aforesaid judgment and award dated 14.07.2025 the appellant insurance company has preferred this instant appeal.

[3] Mr. Samar Das, learned counsel appearing for the appellant insurance company submits that the learned Tribunal below erred in considering the fact that the alleged offending vehicle was a goods carrier and the deceased was not authorized to travel as a passenger in goods vehicle which is a violation of the policy terms and conditions and hence the appellant company should have been exonerated. He, therefore, urges this Court to set aside the impugned judgment and award dated 14.07.2025 passed by the learned Trial Court in Case No. TS. (MAC) 42 of 2020.

[4] Heard the submissions made at the Bar. Perused the material evidence on record.

[5] To examine the case of the appellant, relevant contentions from the impugned judgment and award dated 14.07.2025 passed by the learned Trial Court in Case No. TS. (MAC) 42 of 2020 is extracted as under:

“.....22. The certified copy of Insurance policy (Exbt.E) submitted on behalf O.P No.2 and duly identified by OPW-2 it appears that the vehicle bearing No.TR-01-Y-1510 was insured with the Bajaj-Allianz General Insurance Company Ltd. and it was issued in favour of Maphiz Miah but subjected to its terms and conditions and limitation thereof. However, the type of terms and conditions were not disclosed by OPW-2 in his affidavit in chief. Rather, it appears from the evidence of OPW-2 that it was a commercial vehicle package policy and validity of the policy was from 17.01.2018 to 16.01.2019. OPW-2 also in his affidavit-in-chief has stated that the vehicle involved in the accident was a goods carriage vehicle. By producing Exbt.G, O.P. No.2 tried to establish it that at the time of accident one Sourav Baidya was the registered owner of the vehicle and not Maphiz Miah. Exbt.E submitted by O.P No.2 itself shows that it was issued in favour of Maphiz Miah and not Sourav Baidya. The fact of ownership of the vehicle at the time of accident by Maphiz Miah is also supported by Exbt.A. Thus, the liability of payment of compensation is fixed upon the Opposite Party No.2, Bajaj-Allianz General Insurance Company Ltd.

All the three issues are decided accordingly.

O=R=D=E=R

It is, therefore, held that the claimant petitioners are entitled to get compensation of Rs.18,03,000/- (Rupees Eighteen Lakhs Three Thousand only) with interest @ 7.5% per annum from 06.03.2020 i.e. from the date of filing of the claim petition till the date of actual payment. The Opposite Party No.2 i.e. Bajaj-Allianz General Insurance Company Ltd. shall pay the amount of compensation with interest within 30 days from today in terms of Section 168(3) of M.V. Act, 1988.....”

[6] In view of the foregoing discussions and upon consideration of the materials on record, this Court finds that that the vehicle bearing No.TR-01-Y-1510 was insured with the Bajaj-Allianz General Insurance Company Ltd. and it was issued in favour of one Maphiz Miah but subjected to its terms and conditions and limitation thereof but, the type of terms and conditions were not disclosed by OPW-2 (on behalf of the appellant insurance company) in his affidavit in chief before the Court below. Though the OPW-2 in his affidavit-in-chief has stated that the vehicle involved in the accident was a goods carriage vehicle but, it has not been proved that the deceased was an “unauthorized” passenger. There might have the possibility that having goods the deceased was accompanying the goods vehicle as an authorized passenger but not as a gratuitous passenger. In the motor-accident case in hand, there is no other clamant too, except the legal heirs of the deceased.

[7] Thus, this Court finds no infirmity in the findings and conclusions arrived at by the learned Tribunal. The contention raised by the learned counsel for the appellant–Insurance Company that the deceased was not authorized to travel as a passenger in goods vehicle which is a violation of the policy terms and conditions was not duly proved and the same is without merit, as the Tribunal had rightly decided the case on the basis of the evidence and surrounding circumstances, which this Court finds to be reasonable and just.

[8] Accordingly, the award passed by the learned Tribunal is hereby affirmed and upheld. The appeal preferred by the Insurance Company stands dismissed. The awarded amount, if not yet disbursed, shall be released to the claimant(s) in terms of the award.

[9] As a sequel, the interim stay, if any, stands vacated. Pending application(s), if any, also stand(s) closed.

DR. T. AMARNATH GOUD, J

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