



CGHC010091852024

2026:CGHC:36336

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR**MAC No. 549 of 2024**

Bajaj Allianz General Insurance Company Limited Through The Branch Manager, Branch Office Housing Board Complex, 2nd Floor, New Bus Stand, Rajnandgaon, Tahsil And District- Rajnandgoan, Chhattisgarh (Insurer Of Pick-Auto No. C.G.-08-U-8578)

... Appellant**Versus**

- 1** - Budhantin Bai Nishad W/o Late Shri Shrawan Kumar Nishad Aged About 40 Years R/o Buddhuharda, Police Station- Lalbag, Tahsil- Dongargaon, District Rajnandgaon, Chhattisgarh.
- 2** - Ganeshwari Nishad D/o Late Shri Shrawan Kumar Nishad Aged About 19 Years R/o Buddhuharda, Police Station- Lalbag, Tahsil- Dongargaon, District Rajnandgaon, Chhattisgarh.
- 3** - Ku. Durga Nishad S/o Late Shri Shrawan Kumar Nishad Aged About 17 Years Minor Represented Through Mother Smt. Budhantin Bai Nishad, R/o Buddhuharda, Police Station- Lalbag, Tahsil- Dongargaon, District Rajnandgaon, Chhattisgarh.

4 - Manohar Satnami S/o Baishakhu Satnami Aged About 38 Years R/o
Village- Mundgaon, Post And Police Station- Dongargarh, District :
Rajnandgaon, Chhattisgarh

... Respondent(s)

For Appellant : Mr. Sangeet Kumar Kushwaha, Advocate.

For Respondent No. 1 to 3 : Mr. Yogesh Pandey, Advocate.

Hon'ble Shri Justice Sanjay Kumar Jaiswal

Judgment on Board

(14.08.2026)

1. This appeal under Section 173 of the Motor Vehicles Act, 1988 (for short the "Act of 1988") has been preferred by the appellant/Insurance company challenging pay and recover of the amount of compensation, the impugned award dated 22.12.2023 passed in Claim Case No.38/2020, whereby the learned Claims Tribunal has awarded a total sum of Rs.18,83,760/- as compensation under Section 166 of the Act of 1988 to the claimants No. 1 to 3, who are the wife, daughter and son of the deceased Gopichand Nishad, who died in a road accident which took place on 30.12.2019.
2. Learned counsel for the appellant submits that the learned Claims Tribunal has erred in passing the award against the appellant/Insurance company by holding that respondent No. 4

was not in possession of a valid and effective driving licence at the time of the accident that is breach of policy. It is further submitted that, therefore, the appellant cannot be held liable to satisfy the award and is liable to be exonerated from its liability. Therefore, an order of “pay and recover” may be set aside.

3. Learned counsel for the respondent No. 1 to 3 support the impugned award passed by the learned Tribunal and submits that the learned Tribunal has rightly fastened the liability upon the appellant/Insurance Company to satisfy the award.
4. I have heard learned counsel for the parties, considered their rival submissions made herein-above and went through the records with utmost circumspection.
5. In the case at hand, it is true that the learned Claims Tribunal recorded a finding regarding breach of the policy conditions on the ground that at the time of the accident, the driver, namely, Manohar Satnami, was not in possession of a valid and effective driving licence to drive the offending vehicle. However, while considering the said breach, the learned Tribunal has directed the Insurance Company to satisfy the award amount at the first instance with liberty to recover the same from the owner and driver of the offending vehicle
6. In view of the settled legal position laid down by the Hon'ble Supreme Court in the cases of ***Sunita and Ors. vs. United India Insurance Co. Ltd and Ors, 2025 SCC OnLine SC 1464*** and

Manuara Khatun and Others Vs. Rajesh Kumar Singh and Others, (2017) 4 SCC 796, since the vehicle was insured with the appellant/insurance company and there is a breach of policy, the direction of “pay and recover” issued by the learned Claims Tribunal does not call for any interference. The Insurance Company has failed to make out any ground warranting interference with the impugned award. Accordingly, the appeal preferred by the Insurance Company, being devoid of merit, deserves to be dismissed.

7. Records of the Tribunal along with a copy of this judgment be sent forthwith for compliance and necessary action, if any.

Sd/-

(Sanjay Kumar Jaiswal)
Judge