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NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

MAC No. 1065 of 2024

1 - ICICI Lombard Reliance General Insurance Company Ltd. Through Authorized Officer, Branch Office 1st Floor, Gurukripa Tower, Near ICICI Bank, Police Station Civil Lines, District Bilaspur Present Address 5th Floor, Skypark, Opp. Bantia Hospital Canal Road, Civil Lines, Raipur 492001 Chhattisgarh (Insurance Company Of Maruti Eco Bearing No. Cg 11 Am 8013)

... Appellant

versus

1 - Smt. Badrika Dewangan W/o. Late Hemaram Dewangan, Aged About 56 Years R/o Gram Paudishankar, Tehsil And Thana Bamnideeh, District Janjgir Champa Chhattisgarh. (Claimants)

2 - Smt. Savitribai Dewangan, W/o. Late Bhawani Dewangan, Aged About 29 Years R/o Gram Paudishankar, Tehsil And Thana Bamnideeh, District Janjgir Champa Chhattisgarh. (Claimants)

3 - Anukal Dewangan, S/o Late Bhawani Dewangan, Aged About 10 Years R/o Guardian Mother Smt. Savitribai Dewangan R/o Gram Paudishankar, Tehsil And Thana Bamnideeh, District Janjgir Champa Chhattisgarh. (Claimants)

4 - Ekansh Dewangan, S/o. Late Bhawani Dewangan, Aged About 5 Years R/o Guardian Mother Smt. Savitribai Dewangan R/o Gram Paudishankar, Tehsil And Thana Bamnideeh, District Janjgir Champa Chhattisgarh. (Claimants)

5 - Bholeshyam Sahu, S/o. Seetaram Sahu, Aged About 25 Years R/o. Gram Kotetara, Ward No. 16, Tehsil And Thana Jaijpur, District Janjgir Champa Chhattisgarh (Driver And Owner Of Eeco Vehicle Cg 11 Am 8013)

... Respondents

For Appellant : Mr. Palash Agrawal, Adv. on behalf
of Mr. Shekhar Rao Saheb Amin, Adv.
For Respondents : None.

Hon'ble Shri Justice Sanjay Kumar Jaiswal
Judgment on Board
(07.10.2026)

1. This appeal under Section 173 of the Motor Vehicles Act, 1988 (for short the "Act of 1988") has been preferred by the Insurance Company challenging the impugned award dated 15.02.2024, passed in Claim Case No.1631/2021, whereby the learned Claims Tribunal has awarded a total sum of Rs.18,52,896/- as compensation in favour of the claimants.
2. Brief facts of the case are that on 15.01.2021 at about 6:30 pm, the deceased Bhawani Dewangan was returning from Sakti to his home, Podishankar, with Rathram Kewat sitting on his motorcycle, when the driver of a Maruti Eco vehicle No. CG-11-AM-8013, coming from the opposite direction on the public highway near village Lakhali, drove by respondent No. 5/Bholeshyam Sahu rashly and negligently, hit the motorcycle of Bhawani Dewangan, due to which Rathram Kewat got injured and Bhawani Dewangan got grievous injuries and died.
3. The Tribunal, after hearing both parties, passed the award impugned in the claim application filed by claimants/respondents No. 1 to 4 under Section 166 of the M.V. Act. In the said award, the Tribunal recorded that the driver-cum-owner of the offending vehicle was Bholeshyam Sahu. It is also found that on the date of the accident, the offending vehicle was duly insured with the appellant/insurance company. Consequently, the Tribunal imposed the liability to pay the stipulated compensation amount on the appellant/insurance company, which has been challenged by the appellant/insurance company in this appeal.
4. It is contended that the insured vehicle was not involved in the alleged accident; it was implicated with a significant delay—the FIR was registered approximately 35 days later. Furthermore,

the driver-owner of the vehicle, Bholeshyam Sahu, supported this fact in his court statement, asserting that the alleged accident did not occur involving his vehicle on 15.01.2021. It is argued that the Tribunal erred by disbelieving this fact and passing an award against him. It is also pointed out that the seizure of the vehicle took place belatedly on 23.09.2021. Therefore, it is prayed that the appeal be allowed, the appellant be exonerated from its liability, and the impugned award be set aside.

5. No one appeared on behalf of the respondents.
6. I have heard learned counsel for the appellant and went through the records with utmost circumspection.
7. Although Savitri Bai (AW-1), examined on behalf of the claimants, is not an eyewitness, it remains an undisputed fact that following a thorough police investigation, the final report (Exhibit P-1) was submitted against the owner-cum-driver, Bholeshyam Sahu, of the insured vehicle.
8. The legal position regarding the evidentiary value of police records in the absence of direct eyewitness testimony is well-settled:-
 - Absence of Eyewitnesses: In ***Meera Bai & Ors. v. ICICI Lombard General Insurance Company Ltd. & Anr.*** (2025 SCC OnLine SC 992), the Hon'ble Supreme Court held that the absence of an eyewitness cannot be the sole ground to dismiss a motor accident compensation claim if negligence can otherwise be reasonably established through official records, such as an FIR and a Charge Sheet.
 - *Prima Facie* Evidence: As affirmed in ***Mangla Ram v. Oriental Insurance Co. Ltd. (2018) 5 SCC 656***, police records, specifically the FIR and Charge Sheet, constitute *prima facie* evidence of the accident and the complicity of the driver. Once these documents are produced, a *prima facie* case is established, shifting the burden of proof to the opposing party (the driver, owner, or insurer) to adduce oral or documentary evidence to rebut the police report, the involvement of the offending vehicle,

or the allegation of rash and negligent driving.

- Standard of Proof: Reinforcing this principle in ***Geeta Dubey v. United India Insurance Company Ltd.*** (2024 SCC OnLine SC 3779), the Hon'ble Supreme Court reiterated that claimants in motor accident cases are not required to establish the accident or vehicle involvement *beyond a reasonable doubt* (as required in criminal trials); proof based on a **preponderance of probabilities** is entirely sufficient.

9. In the instant case, the police investigation's final report (Exhibit P-1) was filed against the owner-driver, Bholeshyam Sahu. Crucially, during cross-examination, Bholeshyam Sahu admitted that he never challenged the charge sheet in any judicial or quasi-judicial forum. In light of these binding precedents, this Court finds no legal infirmity or error in the Tribunal's decision to disbelieve Bholeshyam Sahu's bare denial. The charge sheet stands firmly against him, and the insurance company has failed to present any credible evidence to suggest that the vehicle was falsely implicated due to collusion or conspiracy. Consequently, the appellant's contentions are rejected, and no interference with the well-reasoned award of the Tribunal is warranted.

10. Accordingly, the appeal filed by the appellant/insurance company is devoid of merit, liable to be and is hereby **dismissed**.

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

Sd/-
(Sanjay Kumar Jaiswal)
Judge