



CGHC010355272022



2026:CGHC:43893

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

MAC No. 1309 of 2022

The date when the judgment is reserved	The date when the judgment is pronounced	The date when the judgment is uploaded on the website
		Operative Full
25.09.2026	09.10.2026	----- 09.10.2026

Bajaj Allianz General Insurance Co. Ltd. Through-Divisional Manager, Divisional Office, Mobil Mahal, Vidhansabha Road, Pandri, District Raipur (C.G.)

... Appellant/Insurer

versus

- 1 - Smt . Komal Ramani W/o Late Shankar Ramani Aged About 44 Years R/o Chota Ashok Nagar, Vikas Nagar, Gudiyari, P.S. Gudiyari, District-Raipur (C.G.)
- 2 - Rahul Ramani S/o Late Shankar Ramani Aged About 19 Years R/o Chota Ashok Nagar, Vikas Nagar, Gudiyari, P.S. Gudiyari, District-Raipur (C.G.)

... Respondents /claimants

(Cause title, as taken from Case Information System)

For Appellant	:	Mr. Raj Awasthi, Advocate.
For Respondents	:	Ms. Prachi Singh, Advocate.

(Hon’ble Mr. Justice Santosh Sharma)

C A V Judgment

1. This miscellaneous appeal under Section 173 of the Motor Vehicles Act, 1988 (for short, “the MV Act, 1988”) has been preferred by the appellant/Insurance Company calling in question the legality, validity and correctness of the impugned award dated 18.08.2022 passed by the Fourth Upper Motor

Accident Claims Tribunal, Raipur (C.G.) in Claim Case No. 286/2021, whereby the claim petition filed by the claimants, namely, the widow and minor son of deceased Shankar Ramani, has been allowed and a total compensation of Rs.15,00,000/- has been awarded, along with interest @ 9% per annum from the date of filing of the claim petition till its realization, on account of the death of Shankar Ramani, who was the owner-cum-driver of the offending motorcycle/Activa. By the impugned award, the liability to pay the aforesaid compensation has been fastened upon the appellant/Insurance Company.

2. The facts, in brief, are that on 31.08.2019, the deceased, namely, Shankar Ramani, after completing his work, was returning to his home on his Activa bearing registration No. CG 04 MT 0162. When he reached near the Wine Shop at Chuna Bhatti, he fell from the said vehicle and sustained grievous and multiple injuries. Subsequently, he succumbed to the injuries sustained in the said accident. The incident was reported at Police Station Ganj, District Raipur (C.G.). The deceased, aged about 44 years, was engaged in the business of clothing retail. His widow and son filed a claim petition seeking compensation of Rs.15,00,000/- on account of his death in the accident.
3. The learned Claims Tribunal, upon consideration of the evidence available on record, found that the deceased Shankar Ramani was the owner of the offending Activa bearing registration No. CG 04 MT 0162 and that he was driving the said vehicle at the time of the accident. It was further found that the vehicle was insured with the appellant/Insurance Company for the period

from 28.06.2019 to 27.06.2020. The Claims Tribunal further held that the Insurance Company had undertaken the risk of the owner-cum-driver to the extent of Rs.15,00,000/- upon payment of an additional premium of Rs.331/- under a special contract incorporated in the insurance policy for the said purpose. The Insurance Company also failed to establish that the deceased did not possess a valid and effective driving licence for driving the said vehicle. Accordingly, the Tribunal fastened the liability upon the appellant/Insurance Company and awarded a sum of Rs.15,00,000/- as compensation, along with interest @ 9% per annum from the date of filing of the claim petition till realization.

4. Learned counsel for the appellant/Insurance Company submits that the learned Claims Tribunal committed an error of law in overlooking the preliminary objection regarding the maintainability of the claim petition. According to learned counsel, a claim before the Motor Accident Claims Tribunal can be maintained only under the relevant provisions of the Motor Vehicles Act, including Sections 163-A or 166 read with Section 140 thereof. Since the present claim petition was not instituted under any of the said provisions, the same was not maintainable and the preliminary objection raised on behalf of the appellant ought to have been considered and upheld. It is further submitted that the Claims Tribunal erred in taking into consideration the fact that the insured had claimed an amount of Rs.15,00,000/- under the Personal Accident Cover. The said claim was rejected by the Insurance Company and the claimants were duly informed of such rejection. According to the appellant, the claimants, being consumers, had the remedy of challenging

the repudiation/rejection of the insurance claim under the Consumer Protection Act. It is lastly submitted that the insurance policy did not cover the risk of the owner-cum-driver and, therefore, the claim petition itself was not maintainable against the appellant/Insurance Company. On these grounds, learned counsel prays that the impugned award be set aside and the appeal be allowed.

5. Per contra, learned counsel appearing for the claimants supports the impugned award and submits that the appellant/Insurance Company had specifically undertaken, under the terms of the insurance policy, the risk of the deceased owner-cum-driver of the Aactiva to the extent of Rs.15,00,000/- upon payment of an additional premium of Rs.331/-. It is further submitted that the Insurance Company failed to establish that the deceased was not holding a valid and effective driving licence at the time of the accident. Therefore, according to learned counsel, the learned Claims Tribunal rightly fastened the liability upon the appellant/Insurance Company. It is accordingly prayed that the appeal be dismissed. To buttress his submissions, he placed reliance upon the judgment of this Court in the matter of **Tata AIG General Insurance Company Limited vs. Sunder Singh Sidar & another**¹

6. I have heard learned counsel for the parties and perused the record of the case with utmost circumspection.
7. The primary questions, which arise for consideration are: **(1)** whether the claim petition filed by the claimants before the Motor Accident Claims Tribunal was maintainable; and **(2)** whether the

¹ MAC No. 1009 of 2022, decided on 13.08.2025

insurance policy (Ex.D-2) covers the risk of the driver-cum-owner.

8. The Bombay High Court, Nagpur Bench, in the matter of **Smt. Mangala Wd/o Vijay Khandar v. National Insurance Company Limited**², has considered the maintainability of a claim before the Motor Accident Claims Tribunal in respect of a Personal Accident Cover and, after considering the relevant provisions and the judgments of the Hon'ble Supreme Court, observed in paragraphs 27 to 29 as under:

"27. The Motor Vehicles Act is a special law dealing with motor accident compensation, whereas Consumer Protection Act is a general law dealing with grievances of consumers. The complaint was scrutinized in the light of the definition of Complaint and Service given in 1986 Act. It was held that failure of the insurance company to accept the claim does not amount to deficiency in service. It was observed 'the complaint, in the instant case, cannot be said to the consumer had nothing to do with the service provided or availed of by him but fatal injury was the direct result of the accident.'

28. It is pertinent to note that Hon'ble Supreme Court in the cases referred above, i.e. in the cases of **Oriental Insurance Co. Ltd. V.Rajni Devi**³, **National Insurance Company Limited vs. Ashalata Bhowmik & others**⁴ and **Ramkhiladi & Another v. United India Insurance Company & Another**⁵, was pleased to award compensation as per personal accident cover.

29. For the above discussion, I am not inclined to accept the contention of Shri B.P. Bhatt, learned Advocate for the respondent that M.A.C.T. cannot entertain the claim made by the

2 First Appeal No. 378 of 2020, decided on 29th September, 2020.

3 (2008) 5 SCC 736

4 (2018) 9 SCC 801

5 (2020) 2 SCC 550

insured/owner under personal accident claim against the insurance company.”

9. In the matter of **AIG General Insurance Company vs. Sundar**

Singh Sidar & another (supra), this Court has held as under:-

7. The insurance policy (Ex.P-8) proved by PW-1 also covers the personal accident of owner-cum-driver and premium of Rs.330/- has been paid and the actual liability is Rs.15,00,000/-, but any person including insured must have valid and effective driving licence to drive the vehicle. In this behalf, though the insurance company has taken a plea and also examined one witness Gourav Jeete, but it could not be established, as no investigation report has been filed and except self-serving statement, nothing has been brought on record to hold that the driver of the of the motor-cycle did not have a valid and effective driving licence to drive the vehicle. In that view of the matter, I do not find any merit in this appeal, the same deserves to be and accordingly dismissed. The parties shall bear their own costs.

10. A conjoint reading of the aforesaid decisions makes the legal position abundantly clear that where the insurance policy contains a specific contractual provision covering the personal accident risk of the owner-cum-driver, a claim arising out of such coverage can be adjudicated by the Motor Accident Claims Tribunal. The mere availability of a remedy under the Consumer Protection Act would not, by itself, render such a claim before the Claims Tribunal non-maintainable. In the present case, the claimants have sought enforcement of the contractual coverage contained in the insurance policy in respect of the personal accident suffered by the deceased owner-cum-driver. Therefore, the objection raised by the appellant/Insurance Company regarding maintainability of the claim petition cannot be

accepted. The learned Claims Tribunal was justified in entertaining and adjudicating the claim petition.

11. The next question is whether, under the terms of the insurance policy, the appellant/Insurance Company had undertaken the risk of the deceased owner-cum-driver ?
12. Before proceeding to discuss the aforesaid issue, it would be appropriate to reproduce the relevant extract from the Insurance Policy (Ex.D-2), which reads as follows:

Bajaj Allianz General Insurance Company Limited

Own Damage Premium (Rs.)		Liability Premium (Rs.)	
Own Damage Premium	446.00	Basic Third Party Liability	3,285.00
Special Discount	0.00	<i>PA Cover for Owner-Driver-SI-Rs.1500000 Period : From 28-JUN-2019 To 27-JUN-2020</i>	331.00
Total OD Premium - A	446.00		
Total Premium (Net Premium) (A+B)	4,062.00	Total Act Premium - B	3,616.00
State GST (9%)	366.00		
Central GST (9%)	366.00		
Final Premium (Rupees Four Thousand Seven Hundred Ninety Four Only)	4,794.00		

13. A perusal of the insurance policy (Ex.D-2) shows that the appellant/Insurance Company had undertaken the risk of the deceased owner-cum-driver of the Aactiva to the extent of Rs.15,00,000/- upon payment of an additional premium of Rs.331/- under a special contractual cover. The appellant/Insurance Company has also failed to establish that the deceased was not holding a valid and effective driving licence to drive the said vehicle at the time of the accident. No

cogent evidence has been brought on record to establish any breach of the terms and conditions of the policy in this regard.

14. Accordingly, in the absence of proof of any such breach, the contractual liability undertaken by the appellant/Insurance Company under the Personal Accident Cover cannot be avoided.
15. So far as the quantum of compensation is concerned, it is not in dispute that the Activa was insured with the appellant/Insurance Company and that, under the terms of the insurance policy (Ex.D-2), the Insurance Company had undertaken the risk of the deceased owner-cum-driver to the extent of Rs.15,00,000/- upon payment of an additional premium of Rs.331/-. The learned Claims Tribunal has awarded a sum of Rs.15,00,000/-, which corresponds to the maximum amount stipulated under the contractual Personal Accident Cover. Thus, the amount awarded by the learned Claims Tribunal is within the limit of the contractual coverage undertaken by the appellant/Insurance Company and cannot be said to be in excess of the liability assumed under the policy.
16. Accordingly, the finding of the learned Claims Tribunal fastening liability upon the appellant/Insurance Company to pay a sum of Rs.15,00,000/- to the claimants does not call for interference.
17. In view of the foregoing discussion, this Court finds no merit in the appeal. The findings recorded by the learned Claims Tribunal regarding the maintainability of the claim petition, the contractual coverage under the Personal Accident Cover and the liability of the appellant/Insurance Company do not suffer from any

illegality or perversity warranting interference in exercise of appellate jurisdiction under Section 173 of the Motor Vehicles Act, 1988.

- 18.** Accordingly, the miscellaneous appeal, being devoid of merit, is liable to be and is hereby **dismissed**. The impugned award dated 18.08.2022 passed by the Fourth Upper Motor Accident Claims Tribunal, Raipur (C.G.) in Claim Case No.286/2021 is hereby **affirmed**. There shall be no order as to costs.

Sd/-
(Santosh Sharma)
Judge

Amit