IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

FIRST APPEAL NO. 121 OF 2000

United India Insurance Co. Ltd.,
through Divisional Office,
Divisional Manager,
Janta Shopping Centre,
Navi Peth, Solapur APPELLANT

VERSUS

1. Vithal s/o Jijaba Kadam,
Age : 35 years,
R/o Seva Sahakari Sansthan,
New Mondha, Majalgaon,
District Beed

2. Pralhad s/o Sheshrao Pole,
R/o At post Shirsi (Bk.),
Tq. Gangakhed, Dist. Parbhani

3. Sharangdhar s/o Gaurishankar
Mitkari, Age : 23 years,
Occu. Business, R/o Majalgaon,
Near Bus Stand, Tq. Majalgaon,
District Beed RESPONDENTS

Mr. D.V. Soman, Advocate for the applicant
Mr. S.V. Warad, Advocate for respondent No. 2
Mr. Sachin V. Kuptekar, Advocate holding for
Mr. V.D. Salunke, Advocate for respondent No. 3

CORAM : M.T. JOSHI, J.

DATE : 05/02/2015

ORAL JUDGEMENT :

1. Heard both sides.

2. The only point in the present appeal, arising out of the award passed in an application under section 166 of the Motor Vehicles Act, is as to whether the vehicle involved in the accident was insured with the present appellant or not.

3. Upon hearing both sides, my finding to the said point is in the affirmative. The appeal is, therefore, dismissed without any order as to costs, for the reasons to follow:-

R E A S O N S

4. The claimant i.e. respondent No. 1 Vithal, who was injured in the accident, has placed on record the insurance particulars received by him from the concerned Regional Transport Office at Exhibit-60. It would show that during the period of the accident, the vehicle was insured with the present appellant and the cover note was bearing number `467317'. No evidence was led by the appellant, either to show that the insurance cover note of such number did not exist at the relevant period or the cover note as numbered above was regarding any different vehicle. In that view of the matter, the

learned Member came to the conclusion that it would be safe to conclude that the vehicle was insured with the present appellant.

5. The contract of insurance was a contract between the present appellant and the owner of the vehicle i.e. original respondent No. 1 – Pralhad Pole. The claimant was the third party to the said contract. In the circumstances, when specific serial number of insurance cover note was shown, it was for the present appellant to prove otherwise. Even otherwise, at the time of grant of amount under the no fault liability, the said issue was not raised by the present appellant as has been observed by the learned Member. In the circumstances, there is no merit in the appeal. Hence, the following order:-

6. The first appeal is hereby dismissed without any order as to costs.

[M.T. JOSHI]
JUDGE

npj/fa121-2000