IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

First Appeal No.941 of 2014

* M/s. Shriram General Insurance
Company Limited
Through its Branch Manager,
210, 2nd Floor, Ashok Mall,
Opp. Sun & Sand Hotel,
Bund Garden Road, Pune. .. **Appellant.**

Versus

1) Shaikh Jabbar S/o. Sk. Ibrahim
Age 52 years,
Occupation : Nil.

2) Rafika Bee W/o. Shaikh Jabbar,
Age 47 years,
Occupation : Nil.

Both R/o. Charthana,
Taluka Jintur, District Parbhani.

3) Sk. Gaffar S/o. Sk. Afzal,
Age 35 years,
Occupation : Private Work,
R/o Charthana, Taluka Jintur,
District Parbhani.

4) Pravin S/o. Vithal Bhalerao,
Age Major,
Occupation: Agriculture,
R/o Near MSEB Ashok Nagar,
Majalgaon, Taluka Majalgaon,
District Beed. .. **Respondents.**

Shri. S.G. Chapalgaonkar, Advocate, for appellant.

Shri. P.S. Paranjape, Advocate, for respondent Nos.3 & 4.

CORAM: T.V. NALAWADE, J.

DATE : 11h JUNE 2015

ORDER:

1) By consent the appeal was heard for final disposal as short point is involved in the matter.

2) The appeal is filed against the decision given by the Commissioner appointed under the Workmen's Compensation Act (Ex-officio Commissioner for Employees' Compensation & Civil Judge, Senior Division, Parbhani). in WC FA No.12/2012. The proceeding was filed for grant of compensation of Rs.6,55,410/- by the parents of one Ajaz Jabbar. Ajaz was working as driver of jeep bearing No.MH-23-E-2940. This jeep met with an accident on 18-9-2011 and Ajaz died in the accident. One truck had given dash to this jeep. Case was filed against the truck driver by police out of this accident.

3) It is the case of the parents of the deceased that the deceased was aged about 24 years and his monthly salary was Rs.6000/-. It is also contended that he

was getting Rs.1000/- as Bhatta from the employer, respondent No.1 of th proceeding. Claim was made from the owner and also from the insurance company of the vehicle.

4) The owner filed written statement and admitted that Ajaz was working as driver on his jeep. Fact of accident was also not disputed. It is contended by the owner that the vehicle was insured with the present appellant. He contended that he had given amount of Rs.25,000/- to the parents due to the death of their son. He contended that he needs to be indemnified by the insurance company.

5) The insurance company filed written statement and it denied relationship between the deceased and the respondent No.1. It also contended that there was no privity of contract between the insurance company and the respondent and the respondent No.1 had not got insured the vehicle.

6) The appeal is filed mainly on the ground that insurance was not purchased by respondent No.1 Shaikh Jabbar though the vehicle was standing in the RTO record in his name. The record like certificate of registration was produced which was with respondent No.1. Prior to the date of accident, vehicle was purchased by respondent No.1 from original owner.

7) The Ex officio Commissioner has referred to one case of Kerala High Court and has observed that policy of insurance stood transferred in the name of transferee, respondent No.1 on the date of the transfer. Provision of Section 157 of the Motor Vehicle Act is also referred and it is observed that for considering interest of third party it needs to be presumed that insurance was transferred when the vehicle was transferred. There is one case of the Supreme Court on this point viz. **(2006) 4 SCC 404 (United India Insurance Co. Ltd. v. Tilak Singh).** The Apex Court has held that the liability of an insurer under section 157 of the Motor Vehicles Act 1988 does not cease even if the owner or purchaser fails to give intimation of transfer to the Insurance Company.

8) Thus no case is available for the insurance company on this point. There is no grievance in respect of other part of the decision given in the case. In the result, the appeal stands dismissed. No order as to costs.

Sd/-
(T.V. NALAWADE, J.)

rsl