

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE P.B.SURESH KUMAR

WEDNESDAY, THE 14TH DAY OF JANUARY 2015/24TH POUSHA, 1936

MFA.No. 110 of 2013 ()

(AGAINST THE JUDGMENT IN WCC 144/2005 of W.C.C., THRISSUR,
DATED 16-02-2012.)

APPELLANT/2ND OPPOSITE PARTY:-

UNITED INDIA INSURANCE COMPANY LTD.,
KOCHI - 35, REPRESENTED BY ITS DEPUTY MANAGER
REGIONAL OFFICE, HOSPITAL ROAD, ERNAKULAM.

BY ADV. SRI.GEORGE CHERIAN (THIRUVALLA)

RESPONDENTS/APPLICANT & 1ST OPPOSITE PARTY:-

1. JOJU,
S/O.DEVASSY, PONMANY HOUSE, P.O.MANAKODY
THRISSUR.

2. T.A.WILSON,
THOPPIL HOUSE, BRIGHT FURNITURE, PANAYAMPADOM
P.O.THALORE, THRISSUR DISTRICT.

R1 BY ADV. SRI.T.C.SURESH MENON

R1 BY ADV. SRI.A.R.NIMOD

THIS MISC. FIRST APPEAL HAVING BEEN FINALLY HEARD ON
14-01-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

Kvs/-

P.B.SURESH KUMAR, J.

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M.F.A.(WCC).No.110 of 2013.
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Dated this the 14th day of January, 2015.

J U D G M E N T

The issue raised in this appeal, viz., whether clause (a) to the first proviso to Section 147 of the Motor Vehicles Act, 1988 would cover employees who are not engaged for driving the vehicle, is covered against the appellant by the decision of the Full Bench of this Court in **United India Insurance Company Ltd. v. Surendran** (2015(1) KLT 45 (FB)). In the light of the said decision, the appeal deserves to be dismissed and same is, accordingly, dismissed.

Sd/-
P.B.SURESH KUMAR,
(Judge)

Kvs/-

(true copy)

PA TO JUDGE.