

HIGH COURT OF CHHATTISGARH, BILASPUR

REVP No. 131 of 2015

Bajaj Allianz General Insurance Company Limited Through Its Branch
Manager, Shiv Mohan Bhavan, Vidhan Sabha Road, Pandri, Raipur,
Chhattisgarh (Original Respondent No.3/ Insurer)

---- Petitioner

Versus

1. Smt. Hardeep Kaur W/O Jaswant Singh, Aged About 55 Years R/O
Santra Badi, P.S. Mohan Nagar, Tahsil & District Durg, Chhattisgarh
(Original Appellant/ Claimant)
2. Ghanshyam Banjare S/O Ram Charan Banjare, Aged About 23 Years
R/O Village Sawatpur, Post Sargaon, P.S. Hirri, District Bilaspur,
Chhattisgarh (Original Respondent No.1/ Driver)
3. Ram Charan Banjare S/O Bisahu Ram Banjare Aged About 55 Years
R/O Village Sawatpur, Post Sargaon, P.S. Hirri, District Bilaspur,
Chhattisgarh (Original Respondent No.2/ Owner)

---- Respondent

For Petitioner	:-	Mr. Sachin Singh Rajput, Advocate
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Hon'ble Shri Justice Goutam Bhaduri

Order on Board

05/05/2016

No representation is made on behalf of the respondent No. 2 and 3,
the driver and the owner of the offending vehicle.

2. This petition is filed by the Insurance Company against the order
dated 01.09.2015 passed in M.A.(C) No. 132 of 2009, whereby the claim
preferred by the claimant, Hardeep Kaur, was further enhanced to Rs.
76,000/- as compensation.

3. Counsel for the petitioner submits that in the initial award dated
29.08.2008, in claim case No. 26/2007, the Claims Tribunal had directed

to exonerate the Insurance company and had given a direction to the Insurance company to initially pay the compensation amount to the claimant and thereafter to recover the amount from the driver and the owner of the offending vehicle namely Ghanshyam Banjare and Ram Charan Banjare.

4. Counsel for the petitioner further submits that the said part of the award was not under any challenge by the driver and the owner and this Court while passing the award dated 01.09.2015, has not clarified the fact of making recovery of compensation amount after payment to the claimant and in a result, it amounts that the entire liability has been fastened to the Insurance company.

5. Counsel for the petitioner further submits that such finding of pay and recover of compensation by insurance company was not challenged by driver and the owner of the offending vehicle. It is contended that in the relief clause of initial award dated 29.08.2008, it was directed that the right would be vested with Insurance company to recover the amount from the driver and the owner of the vehicle namely Ghanshyam Banjare and Ram Charan Banjare after payment of compensation to the claimant.

6. Perused the award. The award would show that direction is given to the Insurance company to make good the amount of compensation and Insurance company was given the right to recover the entire amount from the driver and the owner of the offending vehicle. Despite notice of this review petition, no representation is made on behalf of Ghanshyam Banjare and Ram Charan Banjare.

7. Considering that part of award, in furtherance of the order dated 01.09.2015 passed in M.A.(C) No. 132 of 2009, it is further directed that

the Insurance Company would be entitled to recover the claim amount after payment of award including the award enhanced compensation as ordered by this Court on 01.09.2015, thereby the owner and the driver of the offending vehicle i.e. Ghanshyam Banjare and Ram Charan Banjare would be liable to make good and reimburse entire compensation to the Insurance Company.

8. Accordingly, the Review Petition stands disposed of.

Sd/-
(Goutam Bhaduri)
JUDGE

Santosh