HON'BLE SRI JUSTICE C.V.NAGARJUNA REDDY

CIVIL REVISION PETITION Nos.3203 and 3218 of 2006
Date:05.02.2016

CIVIL REVISION PETITION No.3203 of 2006

Between:
New India Assurance
Company, Malakpet Branch,
Hyderabad, reptd by its
Branch Manager.

..... Petitioner

And:
P.Subhapriya,
W/o Late Prem Kumar and three others.

.....Respondents

CIVIL REVISION PETITION No.3218 of 2006

Between:
New India Assurance
Company, Malakpet Branch,
Hyderabad, reptd by its
Branch Manager.

..... Petitioner

And:
John Blackwell,
S/o Late John and two others.

.....Respondents

Counsel for the Petitioner: Mr. Naresh Byrapaneni

Counsel for the Respondents: None appeared

The Court made the following:
COMMON ORDER:

These two Civil Revision Petitions arise out of separate, but identical orders, dated 26.5.2006, passed by the III Additional Chief Judge, City Civil Court, Hyderabad in E.P.Nos.9 and 8 of 2006, respectively.

Before discussing the merits of the cases, it is to be observed that despite service of notices on the respondents, they have not entered appearance.

The respondents-claimants in these two Civil Revision Petitions filed O.P.Nos.991 and 990 of 1997, respectively, before the Motor Vehicle Accidents Claims Tribunal-cum-III Additional Chief Judge, City Civil Court, Hyderabad (for short 'the Tribunal') claiming compensation. Separate awards, dated 18.7.2005, in the said O.Ps were passed by the Tribunal while holding the travel company and the owner of the vehicles, arrayed as respondent Nos.1 and 2 respectively, in the said O.Ps, liable for payment of compensation to the claimants and the petitioner herein not liable for compensation. The Tribunal however directed that the petitioner shall pay the compensation to the claimants on furnishing of the bank guarantees by respondent Nos.1 and 2 and then recover the same from them. Thereafter, the claimants filed the Execution Petitions against the petitioner.

The petitioner has taken the plea that as judgment-debtor Nos.1 and 2 have not furnished the bank guarantees, it is not liable to pay the compensation to the claimants. However, this objection has been rejected by the Execution Court by holding that the Motor Vehicles Act, 1988 being a beneficial legislation, the Supreme Court in several cases directed the insurance company to pay the compensation to the claimants and then recover the same from the owners of the vehicles. The Tribunal accordingly directed the petitioner to pay the compensation to the claimants even in the absence of the bank guarantees being furnished by judgment-debtor Nos.1 and 2. Feeling aggrieved by these orders, the petitioner filed these Civil Revision Petitions.

As rightly submitted by Mr. Naresh Byrapaneni, learned counsel for the petitioner, the Execution Court has travelled beyond the decrees passed by the Tribunal in the said O.Ps. As per the condition stipulated by the Tribunal in the said awards, the liability of the petitioner to pay the compensation to the claimants would arise only if respondent Nos.1 and 2 in the said O.Ps furnishes the bank guarantees to the former. The claimants have not questioned the said condition.

In my opinion, so long as the awards passed by the Tribunal in the respective O.Ps are not altered or amended, the Execution Court cannot go behind the said awards or revisit the same by importing its own view.

In this view of the matter, the orders under revisions are wholly unsustainable and the same are, accordingly, set aside.

The Civil Revision Petitions are, accordingly, allowed.

As a sequel to disposal of the Civil Revision Petitions, CRPMP.Nos.4393 and 4412 of 2006 shall stand disposed of as infructuous.

JUSTICE C.V.NAGARJUNA REDDY

05th February, 2016
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