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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of Decision: 21st January, 2016

+ MAC.APP. 286/2006

THE UNITED INDIA INSURANCE CO. Appellants

Through: Mr. Zahid Ali, Mr. Rajesh
Dwivedi, Advs. for Mr. A K De,
Adv.

versus

SATBIR SINGH AND ORS. Respondents

Through: None

CORAM:

HON'BLE MR. JUSTICE R.K.GAUBA

JUDGMENT

R.K.GAUBA, J (ORAL):

1. This appeal of 2006 vintage has not been prosecuted diligently by the insurance company. It arises out of award passed by the Motor Accident Claims Tribunal ("the Tribunal") on 16.11.2005 on a petition under Section 166 of Motor Vehicles Act, 1988 ("MV Act"), registered as suit no.156/05 holding it contractually liable to indemnify the owner of truck No.RJ 02G 2922 ("the offending vehicle") for payment of compensation in the sum of Rs.1,45,000/- with interest to the first respondent herein.

2. In the proceedings before the Tribunal, Lekh Ram, the person who had purchased the vehicle from the original owner (insured Mahadev) was impleaded as the first respondent, in addition to

Mahinder Singh (the driver of the offending vehicle) shown in the array as the second respondent. The Tribunal held, on the basis of evidence led, that the petitioner (the first respondent herein) was entitled to receive compensation since the accident had been caused due to the negligent driving by said Mahinder Singh. The person shown in the array as the owner pleaded before the Tribunal that he had purchased the vehicle and was the present owner but the vehicle had still not been registered in his name. For reasons set out in the impugned judgment, the insurance company was held liable to indemnify.

3. Though the insurance company came with the appeal at hand, as said before, it did not follow it up sincerely.

4. The matter kept hanging fire over the years for service of the party respondents with no timely steps taken and only extension of opportunity availed of from time to time. At one stage the appeal came to be dismissed in default (order dated 23.11.2010). Even thereafter there has been no sincere prosecution of the appeal. As noted in the proceedings recorded on 01.08.2006, the insurance company - the appellant has even satisfied the award by depositing the compensation with up-to-date interest in the Tribunal. No amendment to the prayer has been sought to press for recovery rights. The person in whose name the vehicle was insured has not been impleaded as a party. In above facts and circumstances, the appeal is dismissed.

5. Statutory deposit, if made, shall be refunded.

R.K. GAUBA
(JUDGE)

JANUARY 21, 2016
VLD