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

Date of Decision: 25.04.2016

\+ MAC.APP. 458/2014

ICICI LOMBARD GENERAL INSURANCE CO LTD

..... Appellant

Through: Ms. Suman Bagga, Advocate

versus

SUMITRA @ SAMANTRA & ORS ..... Respondents

Through:

CORAM:
HON'BLE MR. JUSTICE R.K.GAUBA

JUDGMENT

R.K.GAUBA, J (ORAL):

1. The offending vehicle (i.e. the bus bearing registration No.UP 16F 9477) was insured against third party risk with the appellant-insurance company (insurer) for the period in question. On 11.11.2009, it was involved in a motor vehicular accident at about 6.30 a.m. in the area of Kasna, UP. resulting in the death of Sant Ram, giving rise to a cause of action in favour of his dependent family members (first to sixth respondents) who instituted an accident claim case (MACP 1333/2010) on 22.04.2010 before the Motor Accident Claims Tribunal (Tribunal). The Tribunal, after holding inquiry, by judgment dated 25.02.2014, granted compensation in favour of first to sixth respondents (claimants) calling upon the insurer to

pay, rejecting its plea about there being breach of terms and conditions of the insurance policy because the offending vehicle was not covered by a valid permit.

2. Concededly, the permit was applied for and had been collected on behalf of the owner of the offending vehicle by 10.30 a.m. on 11.11.2009. The Tribunal rejected the plea of the breach of the terms and conditions of the policy and directed the insurer to satisfy the award. It is this view which is challenged by the appeal at hand.

3. Following the law laid down by this court in *Mahender Singh vs. Oriental Insurance Co. Ltd. & Ors., (2012) ILR 6 Delhi 477*, which has been followed in judgment dated 14.03.2016 in *MACA 811/2010, Iffco Tokio Gen. Ins. Co. Ltd. Vs. Md. Muslim @ Md. Hussain & Ors.,* the appeal is found to be unmerited and is liable to be dismissed. It must be added that there is nothing on record to show that the absence of a valid permit at the specific time of the accident would have contributed to the cause for an accident.

4. The insurance company through counsel has submitted that the awarded amount has already been paid to the claimants.

5. The statutory amount, if deposited, shall be refunded.

6. The appeal is dismissed.

R.K. GAUBA
(JUDGE)

APRIL 25, 2016
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