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

Date of Decision: 7th April, 2016

\+ **MAC.APP. 295/2016& CM No.12942-44/2016**

SHRIRAM GENERAL INSURANCE CO LTD. ..... Appellant

Through: Mr. Sameer Nandwani, Adv.

versus

MAYA AND ORS. ..... Respondents

Through: None.

CORAM:

HON'BLE MR. JUSTICE R.K.GAUBA

JUDGMENT

R.K.GAUBA, J (ORAL):

1. On her claim petition (MACT Case No. 58/2011) instituted on 31.01.2011, the motor accident claims tribunal (tribunal) held inquiry clubbing it with other similarly placed cases arising out of same motor vehicular accident that had occurred on 21.12.2010 at about 11 p.m. involving tanker bearing No. HR 55 2626 (the offending vehicle) admittedly insured against third party risk with the appellant insurance company (insurer) and granted compensation in the sum of Rs. 3,75,833/- with interest in favour of the first respondent (claimant) noting that she had suffered injuries including fracture of mandible and left humerous and had proved loss of income for a period of six months and medical expenses in the sum of Rs. 1,60,145/-. The tribunal added compensation in the sum of Rs. 50,000/- towards pain & suffering, Rs. 6,000/- each towards diet & conveyance, Rs. 15,000/- towards attendant charges, Rs. 1,00,000/- towards loss of marital prospects besides Rs.38,688/- towards loss of income.

2. The insurance company having been fastened with the liability to pay has come up in appeal questioning the computation of compensation primarily raising grievance that award on account of pain & suffering is inflated also contending that there was breach of terms and conditions of the insurance policy as the driver of the offending vehicle was not holding a valid and effective driving license and there was no valid permit held.

3. Having regard to the nature of injuries suffered, the age of claimant (26 years old), the prolonged treatment that she had to undergo resulting in loss of income for the corresponding period, and medical expenses which were incurred in the process, the award cannot be said to be inflated by any stretch of arguments.

4. The learned counsel for the appellant conceded that the plea of breach of terms and conditions of the insurance policy was upheld and that it has been granted recovery rights. In this view of the matter, there is hardly a case made out for further grievance to be raised. The third party rights cannot be adversely affected by exonerating the insurer. Its interests are duly protected [*National Insurance Company V. Swaran Singh* (2004) 3 SCC 297 and *United India Insurance Company Ltd. V. Lehru & Ors.* (2003) 3 SCC 338]

5. Thus, the appeal is unmerited. It, with accompanying applications, is dismissed in *limine.*

6. Statutory amount, if made, shall be refunded.

R.K. GAUBA
(JUDGE)

APRIL 07, 2016/nk