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

Date of Decision: 28th March, 2016

\+ **MAC.APP. 1161/2012**

NEW INDIA ASSURANCE CO LTD

..... Appellant

Through Mr. Sameer Nandwani, Adv.

versus

RASHMI DEVI & ORS

..... Respondent

Through Mr. Navneet Goyal, Adv.

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

JUDGMENT

R.K.GAUBA, J (ORAL):

1. By judgment dated 20.07.2012 in MACT case No.32/2010, the motor accident claims tribunal (tribunal) granted compensation in the sum of ₹4,36,200/- with interest in favour of the claimants (first to fifth respondents herein) on account of death of Kuldeep Tyagi in motor vehicular accident that occurred on 03.05.2009 involving Maruti Omni van bearing registration no.DL 5CC 9307 (the offending vehicle).

2. The insurance company had pleaded breach of terms and conditions of the policy, *inter alia*, on the ground that the driving licence of the driver (the sixth respondent herein), upon verification, was found to be fake. This contention was upheld. Though the insurance company was directed to satisfy the award it being insurer of the third party risk in respect of

offending vehicle, it was granted right to recover from the driver (sixth respondent) or owner (seventh respondent).

3. The insurance company, by appeal at hand, pleads that it deserved to be exonerated.

4. In the given facts and circumstances, the grievance of the insurance company cannot be accepted. The view taken by the tribunal is found to be just and proper as it protects the interest not only of third party but also the insurer. [*United India Insurance Company Ltd. V. Lehru & Ors.* (2003 3 SCC 338 & *National Insurance Company V. Swaran Singh* (2004) 3 SCC 297]

5. By order dated 06.11.2012, the insurance company had been directed to deposit the entire awarded amount with UCO Bank, Delhi High Court Branch which was held in fixed deposit receipt for a period of one year to be renewed from time to time. By order dated 30.04.2013, 50% of the said deposit was allowed to be released. The Registrar General shall take steps and have the balance released to the claimants in terms of the impugned award. The insurance company shall be at liberty to take out appropriate proceedings before the tribunal to enforce the recovery rights already granted to it.

6. The statutory deposit, if made, shall be refunded.

7. The appeal is disposed of in above terms.

MARCH 28, 2016 **R.K. GAUBA**
VLD **(JUDGE)**