NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

MAC No.1556 of 2017

Branch Manager, The Oriental Insurace Company Limited, Jagdalpur Laxman Avenue Post Jagdalpur District Bastar Chhattisgarh. (Insurer)

---Appellant

Versus

1. Sukman S/o Liti, Aged About 46 Years.
2. Smt. Raimati W/o Sukman Aged About 42 Years.

   Both are R/o Village Ayatu Para Kodenar, District Bastar Chhattisgtarh.
3. Shiva Yadav S/o Fitruram Yadav R/o Shahid Chowk, Barsur, District Dantewada Presently At Sanjay Mishra S/o Maharajdin Mishra, Hikmipara Jagdalpur, District Bastar. (Driver Of Vehicle)
4. Sanjay Mishra S/o Mahrajdin Mishra R/o Hikmipara Jagdalpur District Bastar. (Owner Of Vehicle)

---Respondents

For appellant : Shri Raj Awasthi, Advocate.

Hon'ble Shri Justice P. Sam Koshy

Order on Board

16/11/2017

1. Present is an appeal by the Insurance Company under Section 173 of the Motor Vehicles Act assailing the award dated 31/08/2010 passed by the learned 3rd Additional Motor Accident Claims Tribunal, Bastar, District Jagdalpur (C.G.) in Motor Accident Claim Case No.61/2016.

2. Vide the impugned award, the Tribunal in a death case under Section 166 of the Motor Vehicles Act has awarded a compensation of Rs.3,36,000/- with interest @ 9% per annum from the date of application.

3. The solitary contention of the counsel for the appellant/Insurance Company is that, the policy does not cover the risk of the cleaner though it is a comprehensive policy and therefore the Insurance Company should have been exonerated of its liability and it should have been shifted upon the owner and driver of the offending vehicle.

4. However, perusal of the Insurance Policy would show, that in addition to the extra premium of Rs.100/- covering the risk of owner-cum-driver, the Insurance Company has also received further additional premium covering the risk of the paid driver, conductor and cleaner by charging another Rs.100/- for the same.

5. Undisputedly, the deceased in the instant case was traveling as a cleaner of the said vehicle. No proper explanation has been given by the Insurance Company before the Tribunal to explain the coverage of risk of the cleaner as is reflected from the policy where an extra premium was also paid in the record.

6. Further from the Written Statement filed before the Tribunal, this court does not find any such ground to have been raised by the Insurance Company before the Tribunal nor is there any evidence in this regard in the absence of which this court does not find any strong case made out by the counsel for the appellant calling for an interference with the impugned award.

7. The appeal thus being devoid of merits deserves to be and is accordingly rejected.

Sd/-
(P. Sam Koshy)
Judge

Sumit