NAFR

HIGH COURT of CHHATTISGARH, BILASPUR

MA No. 764 of 2005

The Oriental Insurance Co. Ltd.

Versus

Shri Khaitmal Jain & Ors.

For Appellant	:	Shri RN Pusty, Advocate.
For respondents 4 to 6	:	Ms. Sharmila Singhai, Advocate.

SB: Hon'ble Shri Justice P. Sam Koshy

Order On Board

28/07/2017

1. The present is an appeal under Section 173 of the Motor Vehicles Act preferred by the insurance company against the award dated 31.01.2005 passed by the 3rd Additional Motor Accident Claims Tribunal, Jagdalpur, in Claim Case No.74/2004. Vide the impugned award the Tribunal in a proceeding under Section 166 of the Motor Vehicles Act filed by the claimants, has allowed the claim application and granted compensation of Rs.2,38,000/- along with interest @ 6 percent per annum from the date of application. It is this award which is under challenge in this appeal.
2. The factual details of the case is not in dispute and therefore this court refrains itself from narrating the facts again. The accident, the resultant death of Hukumchand Jain, the offending vehicle involved in the accident, as also the offending vehicle insured by the appellant are not in dispute.
3. The present is an appeal of the insurance company to the extent that

the deceased in the instant case is the owner of the vehicle himself who died in the accident while he was sitting on his own vehicle which was being driven by his driver i.e. respondent No.3.

4. According to the appellant-insurance company, the policy which had covered the said vehicle, the liability of the insurance company was to the extent of Rs.2,00,000/- under the personal accident coverage. He further submits that in view of the aforesaid facts, the liability so far as payment of compensation on the insurance company is concerned, the same should be confined to Rs.2,00,000/- and not for the entire compensation, which under the policy would not be permissible.

5. Considering the facts that the impugned award is of the year 2005 i.e. almost about 12 and ½ years ago and the fact that the accident is of the year, 2003, i.e. almost about 14 years ago, this court is not inclined to entertain the appeal of the insurance company at this juncture on the solitary reason that the difference of amount which the insurance company has to pay is too paltry in figure for the insurance company to challenge. The ground raised by the appellant in this case is left open to be decided in some other appropriate appeal though there may be judgments in favour of the insurance company in this regard.

6. Without entering into the merits of the case, leaving open the issue involved in the case, the appeal stands dismissed.

Sd/-
(P. Sam Koshy)
Judge

inder