

NAFR**HIGH COURT OF CHHATTISGARH, BILASPUR****Misc. Appeal (C) No. 567 of 2008**

Govind Prasad Kediya S/o Ram Niranjan Kediya, aged about 40 years,
R/o Venkat Nagar, P.S. Jaithari, District Shahdol (MP)

---- Appellant**Versus**

Nanhu S/o Ghasiram, aged about 50 years, Caste – Yadav, R/o Kotkharra,
P.S. Gaurela, Tahsil Pendra Road, District Bilaspur (CG)

---- Respondent

For Appellant	:	Shri Goutam Khetrapal, Advocate
For Respondent	:	Shri Yogendra Chaturvedi, Advocate

Hon'ble Shri Justice P. Sam Koshy**Order On Board****01/11/2017**

Present is an appeal under Section 173 of the Motor Vehicles Act challenging the award dated 25.10.2007 passed by the Additional Motor Accident Claims Tribunal, Pendra Road, district Bilaspur (CG) in Claim Case No. 19 of 2006. Vide the impugned award the Tribunal in a death case under Section 166 of the MV Act has awarded a compensation of Rs.1,69,500/- and the liability of payment of compensation has been fastened upon the present appellant.

2. The appeal of the appellant is on the ground that he is not the owner of the offending vehicle but was the driver at the time of accident. Further he has along with the memo of appeal furnished the documents which show that the vehicle in fact was originally owned by M/s Grover Leasing. Counsel for the appellant submits that the vehicle was also duly insured with United India

Insurance Co. Ltd. and the motor insurance pass book has also been produced along with the memo of appeal.

3. At this juncture, counsel for the respondent prays that the matter may be remitted back to the Tribunal so that the claimant can implead the said M/s Grover Leasing as a party before the Tribunal as also the United India Insurance Co. Ltd. as the insurer of the offending vehicle at the time of accident and the Tribunal in turn may be directed to decide the matter afresh.

4. Considering the factual matrix of the case and also taking note of the documents which have been brought on record this Court is of the opinion that prima facie it appears that the vehicle was owned by one Grover Leasing which was duly insured. These facts because of want of knowledge could not be produced by the claimant at the time when the claim application was initially filed.

5. Accordingly, the impugned order is set aside and the matter is remitted back to the Tribunal for fresh adjudication. Parties to the dispute are at liberty to make suitable amendment in the pleadings including the cause title. The Tribunal after hearing the parties and granting them sufficient opportunity to lead evidence shall decide the case afresh as expeditiously as possible preferably within a period of six months considering the fact that the accident is of the year 1992. Let the parties appear before the Tribunal on 21st of November, 2017. The Registry is directed to take steps at the earliest for sending the records back to the Court below.

6. The appeal stands disposed of.

**Sd/-
(P. Sam Koshy)
JUDGE**