NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

MAC No. 1195 of 2008

Mohd. Abdul Abbas, S/o. Late Basir Mohammed, Aged about 55 years, R/o. Kharsiya-Naka, Ambikapur, Police Station and Tahsil Ambikapur, District Surguja, Chhattisgarh

---- Appellant

Versus

1. Bhanglu Ram Kujur, S/o. Karmu Kujur, Aged about 52 years,
2. Smt. Dilo, W/o. Shri Bhanglu, Aged about 45 years,

   Both R/o. Village Karmaha, Police Station Darima, Tahsil Sitapur, District Surguja, Chhattisgarh
3. Manager, The Oriental Insurance Company Ltd. Division Office, First Floor, Rama Trade Centre, O.P.C., Rajeev Place, Near Bus Stand, Bilaspur, Chhattisgarh
4. Mohd. Taish, S/o. Mohd. Sharif, Aged about 28 years, R/o. Village Narayanpur, Police Station and Tahsil Ramanujnagar, District Surguja, Chhattisgarh

----Respondents

For Appellant	:	Mr. Anurag Singh, Advocate under instructions of Mr. Manoj Paranjpe, Advocate
For Respondents No. 1 & 2	:	Mr. Qamrul Aziz, Advocate
For Respondent No.3	:	Mr. Sudhir Agrawal, Advocate

Hon'ble Shri Justice P. Sam Koshy

Order on Board

25/10/2017

1. Present is an owner's appeal under Section 173 of the Motor Vehicles Act. The challenge is to the award dated 09.05.2008, passed by the Motor Accident Claims Tribunal, Surguja, Chhattisgarh, in Motor Accident Claim Case No. 39/2007.

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.1,95,200/- with interest @ 9% per annum from the date of application.

3. While passing the impugned award, the Tribunal had exonerated the Insurance Company and has fastened the liability upon the owner of the vehicle i.e. the present appellant.

4. The counsel for the appellant submits that the Tribunal had wrongly exonerated the Insurance Company in as much as the policy, which was taken by the appellant/insured, was a package policy with which the Insurance Company was liable to indemnify the insured for the death of the conductor/khalasi of the Bus involved in the accident i.e. Kanwal Sai and prayed for the award to be suitably modified. The counsel for the appellant referred to Exhibit D-2-the policy to establish that it was a package policy.

5. The counsel for the Insurance Company however opposes the appeal on the ground that the order passed by the Tribunal is factually correct and does not warrant any interference.

6. Having heard the contentions put forth on either side and on perusal of record, undisputedly the policy which is marked as Exhibit D-2 and which has been referred to by the appellant shows that the insurance policy was a package policy. There is no dispute to the extent that the deceased in the instant case was an employee working in the Bus involved in the Accident.

7. Under the said circumstances, the finding of the Tribunal that the policy was an act only policy does not seem to be proper, legal and justified and the same deserves to be and is accordingly set-aside and the award stands modified to the extent that it shall be the liability of the Insurance Company to pay the entire amount of

compensation awarded by the Tribunal. Any amount of compensation deposited by the appellant/owner shall have to be refunded by the Insurance Company and whatever amount the Insurance Company has deposited shall also be adjusted accordingly.

Sd/-
(P. Sam Koshy)
Judge

Ved