NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

MAC No. 1148 of 2017

Reliance General Insurance Company Limited Through Its Legal Officer, Reliance General Insurance Company Limited, 301-302, Corporate House, 169 R N T Marg, Opposite Jhabua Tower, Indore Madhya Pradesh

---- Appellant

Versus

1. Birendra Thakur S/o Jhulan Thakur, Aged About 37 Years
2. Smt. Rubi Thakur W/o Birendra Thakur, Aged About 32 Years

   Both Respondents No. 1 & 2 are R/o Ward No. 14, Ramanujganj, Police Station & Tahsil Ramanujganj, District Balrampur Ramanujganj Chhattisgarh
3. Harshwardhan Singh S/o H. S. Thakur, Through Harsh Transport And Borewell Link Road, Bilaspur (C.G.)
4. Baisakhu Ram, S/o Somauram @ Raimu Ram, Occupation Driver, Permanent R/o Lajoda Michipara, Police Station Kondagaon (Kandagaron), District Bastar Chhattisgarh, Through Harsh Transport And Borewell Link Road Bilaspur Chhattisgarh
5. Rakesh Kumar Gupta S/o Shri Bharat Prasad Gupta, Aged About 36 Years R/o Main Market Ward No. 11, Ramanujganj, District Balrampur Ramanujganj Chhattisgarh
6. Chola Mandalam M. S. General Insurance Co. Ltd., First Floor Rajeev Plaza, Bilaspur Chhattisgarh

---- Respondents

For Appellant	:	Mr. Sourabh Sharma, Advocate

Hon'ble Shri Justice P. Sam Koshy

Order on Board

17/08/2017

1. Present is an appeal under Section 173 of the Motor Vehicle Act, 1988 filed by the Insurance Company. The challenge in the order is to the award dated 22.03.2017, passed by the 2nd Additional Judge, Ramanujganj, District Surguja (Ambikapur) to the Court of Motor Accident Claims Tribunal, Ramanujganj, in Claim Case No. 96/2012. Vide the said impugned award, the Tribunal in a proceeding under Section 166 of the Motor Vehicle Act filed by the claimants has awarded a compensation of Rs.2,00,000/- with an interest @ 9% per annum.

2. The sole ground that the appellants have raised is the fact that cover note which was produced by the claimants/respondents to indemnify the vehicle and the owner of the vehicle was not in fact issued from the office of the appellant. No such cover note was issued by the appellant at any point of time, neither has appellant received the premium amount against the said cover note.

3. According to the counsel for the appellant, the Insurance Company had also let evidence of the Assistant Legal Officer Gurveer Singh as witness No.2 who has stated before the Tribunal below as the cover note policy has not been issued from the office of the appellant.

4. However, the Tribunal has yet fastened the liability upon the Insurance Company on the ground that the proforma of the cover note policy has not filed by the company nor has any register produced before the Tribunal to show that such cover note was not issued from the office of the appellant nor has it been proved that the said cover note appears to have been fraudulently issued by some Insurance Company's agent.

5. Given the said finding by the Tribunal and when the evidence of the Insurance Company is taken into consideration, this Court does not find any illegality or perversity in the findings so arrived by the Tribunal.

6. The Insurance Company when it takes a plea of the cover note being fake or having not being issued by the Insurance Company ought to have taken due care of proving the said contentions, by leading cogent evidence both oral as well as documentary which they have in their possession.

7. In the absence of which it cannot be said that the stand of the Insurance Company has been duly proved.

8. In the view of the same this Court does not find any strong case made out for calling for interference of the impugned award. No strong case has been made out worth admitting the appeal.

9. Thus, the appeal fails, the same deserves to be and is accordingly dismissed.

Sd/-
(P. Sam Koshy)
Judge

Ved