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HIGH COURT OF CHHATTISGARH AT BILASPUR

MISC. APPEAL (C) NO. 942 OF 2017

Shriram General Insurance Company Limited, Plot No.1, E-8, Sitapura, Jaipur, Rajasthan 302022, through Branch Manager, Branch Office- Plot No.1, 4th Floor, Maruti Heights, Saraswati Nagar, Raipur, Tahsil & District Raipur (C.G.)

… Appellant

Versus

1. Arjun Kumar Sahu, S/o Jitendra Kumar Sahu, aged about 3 years, through natural guardian mother Smt. Likheshwari Sahu, W/o Jitendra Kumar Sahu, aged about 28 years, R/o Village Umarpoti (Sardar Badi Road), Post Purai, Thana Utai, Tahsil and District Durg (C.G.)
2. Narayan Vaishnav, S/o Ashok Vaishnav, aged about 24 years, R/o Shanty Nagar, Janjgir, Charoda, Thana Bhilai-3, Tahsil Patan, Dist Durg.

… Respondents

For Appellant : Mr. Sangeet Kumar Kushwaha, Advocate.

Hon'ble Shri Justice P. Sam Koshy

Order on Board

07/07/2017

1. Challenge in the present appeal is to the award dated 10.4.2017 passed by the First Additional Motor Accident Claims Tribunal, Durg, in Claim Case No. 5 of 2014.

2. Vide the impugned award, the Claims Tribunal has awarded an amount of Rs.64,480/- as compensation to the claimant (Respondent No.1 herein) on account of accidental injury sustained by him on 11.7.2013.

3. Primarily the Appellant-Insurance Company has raised two objections. Firstly, the driver of the offending vehicle at the relevant point of time did not have a valid driving licence. Secondly, the policy issued by the Insurance Company has not been properly established and therefore the Insurance Company cannot be fastened with the liability to pay the amount of compensation awarded.

4. Learned Counsel for the Appellant-Insurance Company, however, has not been able to convince and establish before this Court that the two grounds raised have not been properly considered by the Claims Tribunal.

5. On the contrary, when we peruse the impugned award it clearly reflects that the driving licence of the driver of the offending vehicle was produced before the Claims Tribunal and that the Insurance Company did not object to it nor did it try to rebut the same in cross-examination. Likewise, so far as the contention that there is no proper policy, the learned Counsel for the Appellant-Insurance Company has not been able to establish as to how the policy was not properly established. From the evidence it clearly reflects that the policy was produced before the Claims Tribunal and was exhibited. The only contention in this regard is that the cover note which was issued initially on the basis of which the policy was subsequently drawn, was found missing from the office of the Insurance Company and a report in this regard has also been lodged.

6. Thus, this Court has no hesitation in reaching to the conclusion that the finding recorded by the Claims Tribunal is a reasonable and justified finding, particularly when the issuance of the policy by the Insurance Company is not in dispute. Merely of the cover note getting misplaced, by itself would not give rise to a claim for the Insurance Company seeking discharge of its liability to pay the amount of compensation awarded.

7. For the aforesaid reasons and also taking into account the fact that the compensation awarded by the Claims Tribunal also is a meagre amount of Rs.64,480/-, this Court is not inclined to interfere with the impugned award.

8. The appeal thus being devoid of merits, the same is accordingly dismissed.

Sd/-
(P. Sam Koshy)
Judge

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