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HIGH COURT OF CHHATTISGARH AT BILASPUR

MISC. APPEAL (C) NO. 192 OF 2014

Bajaj Allianz General Insurance Company Limited, through Branch Manager, Shivmohan Bhawan, Pandri, P.S. Pandri, Civil & Revenue District Raipur (C.G.)

… Appellant

Versus

1. Chandrikalal Urf Chandrikaprasad, S/o Nathuram Sahu, aged about 49 years, R/o Vill. Dhangaon, Post Dhangaon, PS Rajnandgaon, Civil and Revenue District Rajnandgaon (C.G.)
2. Smt. Parmila Sahu, W/o Chandrikalal Urf Chandrikaprasad, S/o Nathuram Sahu, aged about 46 years, R/o Vill. Dhangaon, Post Dhangaon, PS Rajnandgaon, Civil and Revenue District Rajnandgaon (C.G.)
3. Rajulal Sahu, S/o Shriram Sahu, aged about 22 years, R/o Vill. Parrikala, PS City Kotwali, Civil & Revenue District Rajnandgaon (C.G.)
4. Ranjudevi, W/o Shri Uday Bawankar, aged about (not mentioned by claimants), R/o Hamalpara, Shani Mandir Line, P.S. Kotwali, Civil & Revenue District Rajnandgaon (C.G.)

… Respondents

For Appellant :	Mr. Rohitasva Singh, Advocate.
For Respondent No.4:	Ms. Shiksha Verma, Advocate, under instructions of Mr. Malay Shrivastava, Advocate.

Hon'ble Shri Justice P. Sam Koshy

Order on Board

03/08/2017

1. The present is an appeal under Section 173 of the Motor Vehicles Act by the Insurance Company assailing the award dated 22.10.2013 passed by the Second Additional Motor Accident Claims Tribunal, Rajnandgaon, in Motor Accident Claim Case No. 93 of 2012.

2. Challenge by the Appellant-Insurance Company is on the solitary ground of liability. According to the Insurance Company, liability cannot be fastened upon the Insurance Company on account of there being clear breach of the policy conditions. According to the Insurance Company, the offending vehicle was a private vehicle but it was being used for commercial purpose and thus policy conditions stand violated. According to the Insurance Company, the driver of the offending vehicle was having a licence for Light Motor Vehicle at the relevant point of time whereas it should have had an endorsement for use of commercial purpose also. The Insurance Company thus prayed for discharge of its liability to pay the amount of compensation awarded by the Tribunal.

3. At this juncture, it is relevant to take note of the fact the another appeal preferred by the same Insurance Company arising out of the same accident in respect of different claimants wherein the same grounds have been raised, has already been decided by this Court on 6.7.2017 in Misc. Appeal (C) No. 290 of 2017, whereby the appeal of the Insurance Company has been dismissed. In view of the same, this Court is inclined to dispose of the present appeal also on the same line as has been decided in Misc. Appeal (C) No. 290 of 2017, holding the appeal of the Insurance Company to be devoid of merits deserving rejection.

4. Accordingly, for the reasons assigned in Misc. Appeal (C) No. 290 of 2017, the present appeal of the Insurance Company also stands dismissed.

Sd/-
(P. Sam Koshy)
Judge

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