SRI JUSTICE GUDISEVA SHYAM PRASAD

CIVIL REVISION PETITION No.3934 of 2007

ORDER:

This Civil Revision Petition is preferred against the order dated 05.10.1999 in M.A.T.O.P. No.270 of 1995 on the file of Motor Accidents Claims Tribunal (Additional District Judge), at Khammam (for short, 'the Tribunal'). The petitioner-Oriental Insurance Company Limited is the 3rd respondent in the said Original Petition before the Tribunal.

2. Heard Sri S. Agastya Sharma, learned counsel for the petitioner-Insurance company. Learned counsel for the respondents is absent and there is no representation on his behalf.

3. It is submitted by the learned counsel for the petitioner-Insurance company that the present revision petition is already covered by an order of this Court in CRP.No.4472 of 2002 dated 10.06.2003. As both the revisions are arising out of the same accident, it would be appropriate to follow the decision covered in this matter.

4. For convenience sake, the relevant portion of the order, in paragraph 5, passed in CRP.No.4472 of 2002, dated 10.06.2003, is quoted below:

> "5. Learned counsel for the petitioner contends that Ex.B-1 policy was issued under the provisions of Motor Vehicles Act, 1988 and therefore the risk of the owner of the goods or his authorized representative was not covered. It is also contended by him that as per Sec.147(1) of M.V.Act, 1988, the policy was not required to cover the risk of the owner of the goods or his authorized representative being carried in a goods vehicle. He placed reliance on the decision of Supreme Court in NEW INDIA ASSURANCE COMPANY LIMITED v.

ASHA RANI. It has been held by the Supreme Court in the cited decision that under the provisions of M.V.Act, 1988, as it stood prior to the amendment of Act, 1994, it was not necessary for the insurer to insure against the owner of the goods or his authorized representative being carried in a goods vehicle. The cited decision squarely applies to the facts of the case on hand. Prior to the amendment of 1994, it was not necessary for the insurer to insure against the owner of the goods or his authorized representative being carried in a goods vehicle. Admittedly, the accident in this case occurred prior to the amendment of 1994. Therefore, the risk of R-1 who is the claimant in the O.P. is not covered by Ex.B-1 policy. In these circumstances no liability can be fastened against the petitioner/insurer of the crime vehicle."

5. In view of the submissions made by the learned counsel for the appellant and on perusal of the judgment of this Court in CRP No.4472 of 2002, this Court is of the view that the *lis* in the present CRP is squarely covered by the orders dated 10.06.2003 passed in CRP No.4472 of 2002.

6. In the result, the Civil Revision Petition is allowed, setting aside the order dated 05.10.1999 passed in M.A.T.O.P.No.270 of 1995 on the file of Motor Accidents Claims Tribunal (Additional District Judge), at Khammam, so far as the liability of the petitioner/insurance company. No costs. Miscellaneous petitions, if any pending, shall stand closed.

GUDISEVA SHYAM PRASAD, J

Date: 12.04.2017
TJMR