

\$~R-174

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Decided on: 8th September, 2017

+ **MAC APPEAL No. 90/2010**

SURENDER SINGH

..... Appellant

Through: None.

versus

ANAND KUMAR & ORS.

..... Respondents

Through: Mr. Manoj R. Sinha, Adv. for
R-2.

CORAM:

HON'BLE MR. JUSTICE R.K.GAUBA

JUDGMENT (ORAL)

1. The appeal at hand is by the registered owner of the vehicle, bus bearing registration no. DL 1PA 0872, the negligent driving of which statedly resulted in motor vehicular accident that occurred on 20.01.1998, causing injuries to the first respondent (claimant) giving rise to cause of action to institute accident claim case (suit no. 531/2007), which was decided eventually by the motor accident claims tribunal, by judgment dated 06.11.2009. The appellant was a party to the said claim proceedings and had due notice he even participating by examining himself as a witness. The tribunal while awarding compensation in favour of the first respondent returned a finding that there was breach of terms and conditions of the insurance

policy and, thus, granted recovery rights to the respondent (insurer) against the appellant.

2. The appeal, though clearly indicating in para 3 that the findings on the basis of which recovery rights were granted, were not being challenged, was presented to question the computation of compensation since the liability to pay primarily was placed at the door of the insurer, it having been granted right, in turn, to recover the said amount from the appellant and thus, he (appellant) has a liability fastened upon him by the impugned judgment. In this view of the matter, he is covered by the requirement of the proviso to Section 173 (1) of the Motor Vehicles Act, 1988 and, thus, was obliged to deposit fifty per cent (50%) of the amount determined as compensation or Rs. 25,000/- whichever is less, as a pre-condition to the appeal being entertained.

3. The record shows no such deposit was made and rather on office objections being raised, the omission was sought to be explained with a note by the counsel that the money due to the injured person had already been paid.

4. Without the requisite deposit, the appeal cannot be entertained and is dismissed.

R.K.GAUBA, J.

SEPTEMBER 08, 2017

nk