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

+ **MAC.APP. 185/2017, CM APPL. 7703/2017**

DHYAN SINGH & ORS

..... Appellant

Through: Mr. Peeush Sharma and Mr. Kartikey
Nayyar, Advs.

versus

**HARISH PARSHAD & ORS (BAJAJ ALLIANZ GENERAL
INSURANCE CO LTD)**

..... Respondent

Through: Mr. Rajat Brar, Adv. for R-2

CORAM:

HON'BLE MR. JUSTICE NAJMI WAZIRI

ORDER

% **23.05.2017**

CM APPL. 9502/2017

Mr. Brar has entered appearance for the respondent – insurer.

This application seeks amendment of the prayer clause to read
as under:

(i) Allow the present appeal and modifying the Judgment
passed by Ms. Barkha Gupta, Presiding Officer, MACT, Rohini
Courts, New Delhi on 30.03.2016 in MACT Petition No.
289/2009.

(ii) Pass any such other or further orders as this Hon'ble Court
may deem fit and proper in the facts and circumstances of the

case."

Since the case is at the pre-notice stage, the aforesaid prayer is allowed. The application stands disposed off.

MAC.APP. 185/2017

The appellants have impugned the Award to the extent that it fastens the liability for payment of the compensation amount upon the owner of the vehicle instead of it being on the respondent – insurance company. Execution proceedings apropos the Award are stated to be underway.

The Court is unable to see how this can be a ground of appeal because for challenge to apportionment of liability only the party saddled with it would have a grievance. The appellant's claim has been granted in the Award. If he did not want the owner of the vehicle to be held responsible for the tortious liability then, it ought not to have impleaded the owner. Now that the Award has fixed the liability how can the beneficiary of the Award have any cause for appeal against it. There is no merit in the appeal. It is dismissed.

MAY 23, 2017/acm

NAJMI WAZIRI, J