IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO.300 OF 2016

United India Insurance Company Limited
Motor Third Party Claims Hub
Union Cooperative Insurance Building
5th Floor, Sir P.M. Road, Mumbai 400 001 … Appellant

-vs-

1. Vinod Shyam Kakade
   Age 25 years, Occ. Service
   R/o at Post Pik, Tal Wada
   Dist Thane.

2. Parshuram N. Javre
   R/at Post Dahanu, Malyan
   Tal. Dahanu, Dist. Thane … Respondents

WITH

FIRST APPEAL NO.301 OF 2016

United India Insurance Company Limited
Motor Third Party Claims Hub
Union Cooperative Insurance Building
5th Floor, Sir P.M. Road, Mumbai 400 001 … Appellant

-vs-

1. Santosh Baban Patil
   Age 28 years, Occ. Business
   R/o at Post Pik, Tal Wada
   Dist Thane

2. Parshuram N. Javre
   R/at Post Dahanu, Malyan
   Tal. Dahanu, Dist. Thane … Respondents

Shri Nikhil Mehta, Advocate for appellant.
Shri Ramesh Chavan, Advocate for respondents.

CORAM : A. S CHANDURKAR, J.
DATE : December 12, 2018

Common Judgment :

Both these appeals filed by the Insurance Company under Section 173 of the Motor Vehicles Act, 1988 (for short, the said Act) can be decided by this common judgment as the appeals arise from the same accident.

2. In First Appeal No.300/2016 the Claims Tribunal in M.A.C.P. No.433/2005 allowed the Claim Petition filed by the respondent No.1 herein under Section 166 of the said Act and granted compensation of Rs.2,11,600/-. In First Appeal No.301/2016 the Claims Tribunal by its judgment in M.A.C.P. No.432/2005 granted an amount of Rs.2,75,000/- to the respondent No.1 herein towards the injury claim.

3. The only ground of challenge raised by the learned counsel for the appellant-Insurance Company is that though the policy of the offending vehicle was valid for the period from 29/03/2004 to 28/03/2005, the Insurance Company has been held liable despite the fact that the accident had occurred on 18/04/2014 as stated by the Claims Tribunal in the impugned judgment. It is thus submitted that the accident occurred when the Insurance Policy was not in force.

4. The learned counsel for the respondent No.1-claimant however submitted that Claims Tribunal passed an order below Exhibit-1 and made necessary corrections in the impugned judgment by showing the date of

accident as 18/04/2004. The mistake that had occurred in the judgment stands corrected and it is clear that the policy was in operation when the accident took place. The learned Counsel has referred to copy of the order passed below Exhibit-1.

5. In the light of the orders passed below Exhibit-1 on 09/10/2017 in M.A.C.P. Nos.432/2005 and 433/2005 the learned counsel for the appellant fairly stated that the offending vehicle was covered by the policy in question.

6. In that view of the matter and as undisputedly the accident took place on 18/04/2004 when the offending vehicle was duly covered, the only ground of challenge as raised cannot be accepted.

7. In that view of the matter the judgment of the Claims Tribunal awarding compensation in M.A.C.P. Nos.432 and 433 of 2005 stands confirmed. The claimants are free to withdraw the balance amount of compensation that is lying in deposit with the Claims Tribunal.

Both the First Appeals are thus dismissed with no order as to costs.

(A. S. Chandurkar,J.)

Asmita