IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

FAO-4611-2007 (O&M)

Date of decision: 07.05.2018

United India Insurance Compamy Ltd.

..... Appellant

Versus

Ratni Devi @ Rajni Devi and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE RAMENDRA JAIN

PRESENT: Mr. Sanjiv Pabbi, Advocate for the appellant.

Mr. Rajesh K. Sheoran, Advocate for the respondents.

RAMENDRA JAIN, J. (ORAL)

1. Through this appeal the appellant-Insurance Company has laid challenge to the impugned Award dated 19.07.2007 of the Motor Accidents Claim Tribunal, Bhiwani (for short-'the Tribunal'), awarding a total sum of ₹51,983/- to claimant/respondent No. 1-Ratni Devi @ Rajni Devi, in her claim petition under Section 163-A of the Motor Vehicles Act, 1988 (hereinafter referred to as-'the Act') against injuries suffered by her in a motor vehicular accident.

2. Learned counsel for the appellant-Insurance Company contends that respondent No. 1 was a pillion rider on the offending motorcycle. Therefore, she was not covered under insurance policy Ex. R-1. The learned Tribunal has erred in granting more than ₹15,000/- as compensation to respondent No. 1-claimant, in violation of Schedule-II under Section 163-A of the Act.

3. On the other hand, learned counsel for the respondents has

strongly refuted the above submissions of learned counsel for the appellant-Insurance Company, submitting that insurance policy Ex. R-1 is a package policy, therefore, respondent No. 1-claimant as a pillion rider was also covered under the said policy.

4. Having given considerable thought to the rival submissions made by learned counsel for the parties, this Court finds the instant appeal completely devoid of merit for the reasons to follow:

5. The insurance policy Ex. R-1 was a package policy which has to be treated as a comprehensive policy. Reference can be had to ***Vinay Shaha and others Vs. Harvilas Hajarilal Mistri and others, 2012(8) RCR (Civil) 180.*** In view of above judgment, respondent No. 1-claimant as a pillion rider of the offending motorcycle insured under the said policy, was very much covered under policy Ex. R-1. No contrary law has been produced by learned counsel for the appellant-Insurance Company.

6. The argument of learned counsel for the appellant-Insurance Company that as per Schedule-II of Section 163-A of the Act, compensation beyond ₹15,000/- could not have been granted to respondent No. 1-claimant by the learned Tribunal, is completely mis-conceived inasmuch as, no rider of ₹15,000/- has been imposed upon compensation sought by a injured/victim of a motor-vehicular accident. Rather, the actual expenses under the head "medical expenses" incurred by respondent No. 1-claimant supported by bills/vouchers have to be granted to a injured/victim, but not exceeding ₹ 15,000/- in one go. The above rider shows that for a single transaction more than ₹15,000/- cannot be paid to any injured/victim, but if the medical expenses are much more in intervals than the aforesaid limit of ₹ 15,000/-, in that eventuality, the same have to be paid in actual

incurred by injured/victim supported by bills etc.

7. In the instant case, respondent No. 1-claimant had produced medical bills of ₹36,983/-. Therefore, the learned Tribunal has not committed any error in granting the aforesaid compensation based on un-rebutted medical bills, besides ₹ 15,000/- towards pain and sufferings etc. No infirmity could be pointed out by learned counsel for the appellant in the impugned Award dated 19.07.2007.

8. In view of above discussion, the instant appeal being completely devoid of merit, is dismissed.

May 07, 2018 **(RAMENDRA JAIN)**
rishu **JUDGE**

Whether speaking/reasoned **Yes/No**
Whether Reportable **Yes/No**