* IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of Decision: July 12, 2018

\+ **MAC.APP. 129/2013**

RELIANCE GENERAL INSURANCE CO. LTD. .....Appellant
Through: Mr. A K Soni and Mr. Pavan Kumar, Advocates

Versus

CHAMAN GOYAL & ORS. .....Respondents
Through: Mr. Sanjay Kumar Visen, Advocate for R-3

CORAM:
HON'BLE MR. JUSTICE SUNIL GAUR

JUDGMENT
(ORAL)

1. Impugned Award of 30th October, 2012 grants compensation of ₹1,81,800 /- with interest @ 7.5% per annum to respondent/injured-*Chaman Goel,* aged 25 years, on account of grievous injury suffered by him in a vehicular accident, which took place on 16th January, 2010. The facts, as noticed in the impugned Award, are as under:-

> *"The brief facts, as stated by the petitioner, are that on 16.01.2010 the petitioner was going on motorcycle bearing No. DL-7SAR-8229 and when he reached near Sant Nagar, paper mill choraha golchakkar, Noida, one tempo bearing registration No. DL-1LJ-3845, driven at a high speed and reckless manner, came and hit the motorcycle. The petitioner fell down and suffered grievous injuries. It is stated that an FIR No. 62/10, under section 279/338/427 IPC was registered against the driver of the tempo. It is also stated*

that petitioner was working as collection executive and was getting salary of Rs. 17,000/- per month."

2. To render the impugned Award, learned Motor Accident Claims Tribunal *(hereinafter referred to as "the Tribunal")* has relied upon evidence of injured and as per discharge summary of the injured, he had sustained grievous injuries on his left leg. The break up of the compensation is as under **:-**

Compensation towards pain and sufferings	Rs. 50,000/-
Loss of earning of petitioner for 1 month @ Rs. 17,000/- per month	Rs. 17,000/-
Expenses towards medical bills	Rs. 1,04,800/-
Compensation towards conveyance and special diet (without bills)	Rs. 10,000/-
Total	Rs. 1,81,800/-

3. Learned counsel for appellant-Insurer assails impugned Award on the ground that the Insurance Cover Note relied upon by the Tribunal is fake. To submit so, attention of this Court is drawn to the evidence of R3W1- *Ankur Garg*. On the contrary, learned counsel for respondent-owner supports the impugned Award and maintains that the compensation granted is just and proper.

4. Upon hearing and on perusal of impugned award and the evidence on record, I find that owner of the insured vehicle in question has proved on record the original Insurance Policy as Ex. R2W1/1. It is true that it has come in cross-examination of witness *R2W1-Ram Gopal,* owner of the insured vehicle that he does not remember if he has received the Insurance Policy by hand or by post. It is relevant to note that the Insurance Policy in respect of the insured vehicle in question was issued

in March, 2009 whereas the cross-examination of this witness (R2W1) was conducted in March, 2012.

5. After lapse of three years, it is quite natural for any witness not to remember as to whether the document was received by hand or by post. It is relevant to note that the signatures of the duly constituted attorney on the Insurance Policy (Ex. R2W1/1) matches with the signatures on the sample Insurance Policy produced by the appellant-Insurer.

6. The Tribunal in the impugned award has rightly discarded appellant's plea of the Insurance Cover Note/Insurance Policy in question being fake, after matching the signatures of the authorised constituted attorney on the Insurance Policy (Ex. R2W1/1) with the signatures on the sample Insurance Policy issued on 13th November, 2008. Since there is no basis to doubt the authenticity of the Insurance Policy (Ex. R2W1/1), therefore, negligence of R2W1-owner of the insured vehicle in not obtaining any receipt regarding the premium paid to the insurance agent for issuing the Insurance Cover Note, would not justify shifting of the liability to pay the compensation from the insurer upon the owner of the insured vehicle. Such a conclusion is arrived at after going through the evidence of R2W1- Ram Gopal, owner of insured vehicle and the evidence of Ankur Garg, Sales Manager of appellant company.

7. In view of the aforesaid, I find no substance in this appeal and as such, the appeal is accordingly dismissed.

(SUNIL GAUR)
JUDGE

JULY 12, 2018

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