

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**FIRST APPEAL NO. 298 OF 2014
WITH
CIVIL APPLICATION NO. 752 OF 2014
IN
FIRST APPEAL NO. 298 OF 2014**

United India Insurance Co. ltd.Appellant
V/s.
Gautam Tulshiram Khairnar and ors.Respondents

Mr. Rahul Mehta i/b. KMC Legal Venture for the appellant.
Mr. Adenwala M. Shakeel for respondent no.3.

**CORAM : SMT. ANUJA PRABHUDESSAI, J.
DATED : 03rd JUNE, 2019.**

P.C.:-

- . With consent, heard finally at the stage of admission.
2. The appellant – insurance company has challenged the judgment and award dated 30/11/2013 in Appln.(WCA)No.486/C-107/2008 passed by the Commissioner for Workmen's Compensation and Judge, 3rd Labour Court, Thane.
3. By the impugned judgment and order, the Labour Court has directed the appellant and respondent no.2 to jointly and severally pay to the respondent no.1 compensation of Rs.1,48,284/- with interest @ 12% per annum from the date of the accident till realization of the

compensation.

4. Heard Mr. Rahul Mehta, the learned counsel for the appellant and Mr. Adenwala M. Shakeel, the learned counsel for respondent no.3. I have perused the records.

5. The respondent no.1 had filed an application for compensation in view of the injuries sustained in a motor vehicular accident on 24/11/2007. It is not in dispute that the respondent no.1 was employed as a driver of Tata Sumo bearing No.MH-15-R-2566. The said vehicle was owned by the respondent no.2 and was insured with the appellant – insurance company. The respondent no.2 subsequently sold the vehicle to the respondent no.3 with intimation of the transfer to the RTO. The respondent no.1 continued to be in the employment of respondent no.3 as a driver.

6. It is not in dispute that the respondent no.1 had met with an accident while he was in the employment of the respondent no.3. The only ground of challenge is that the Insurance Company was not given intimation of transfer of the vehicle involved in the accident. The insurance company cannot be absolved of its liability to pay

compensation to third party for want of intimation of transfer. The controversy in this regard is settled in *G. Govindan v/s. New India Assurance Co. Ltd. and ors. [1999 (3) SSC 754]* and *Firdaus v/s. Oriental Insurance Co. Ltd. [2017 (15) SSC 674]*.

7. Under the circumstances, the appeal has no merits and is accordingly dismissed. Civil Application stands disposed of in view of dismissal of the Appeal.

(SMT. ANUJA PRABHUDESSAI, J.)