

of terms and conditions of the policy has been rejected. He has not challenged the same. Here in the appeal also, he has not appeared. In the Tribunal, he had appeared but not led any evidence to show that there was no such breach of the policy.

6] It is submitted that even police papers which include the statement of the occupant of the vehicle as recorded by the police, and which is exhibited before the trial Court, show that the offending vehicle was being used for hire and reward, at the time of accident.

7] In view thereof, it is necessary to direct Insurance Company first to pay the compensation amount to the claimants and recover the same from respondent No.2. Hence the appeal is allowed. The judgment and order passed by the Tribunal is modified to the extent that to the appellant Insurance Company first to pay the amount compensation to the claimants and then is at liberty to recover the amount of compensation from respondent No.2.

8] Appeal stands disposed off in above terms.

[DR.SHALINI PHANSALKAR-JOSHI, J.]