IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL (ST.) NO. 33125 OF 2012
WITH
CIVIL APPLICATION NO. 4244 OF 2012
WITH
CIVIL APPLICATION NO. 4245 OF 2012

United India Insurance Co. Ltd. ... Applicant
V/s.
Mrs.Vibhavati Kanai Datta & Ors. ... Respondents

WITH
FIRST APPEAL (ST.) NO. 33134 OF 2012
WITH
CIVIL APPLICATION NO. 4248 OF 2012
WITH
CIVIL APPLICATION NO. 4249 OF 2012
WITH
CIVIL APPLICATION NO. 1822 OF 2014

United India Insurance Co. Ltd. ... Applicant
V/s.
Mohan Krishna Pednekar & Ors. ... Respondents

WITH
FIRST APPEAL (ST.) NO. 33131 OF 2012
WITH
CIVIL APPLICATION NO. 4265 OF 2012
WITH
CIVIL APPLICATION NO. 4267 OF 2012
WITH
CIVIL APPLICATION (ST.) NO. 14991 OF 2013

United India Insurance Co. Ltd. ... Applicant
V/s.
Smt.Maya Vimal Bhadra & Ors. ... Respondents

- Mr.Rahul Mehta i/b. M/s.KMC Legal Venture for the Appellant-Insurance Company.

CORAM : DR.SHALINI PHANSALKAR-JOSHI, J.

DATE : 16th JANUARY, 2019.

P.C. :

1] Heard learned counsel for the Appellant-Insurance Company.

2] All these three Appeals are arising out of one and the same accident, hence they are decided by this common order.

3] The Respondents-Claimants though duly served with notice, they have not appeared. Hence, for the reasons stated in the delay application(s), as sufficient cause is made out, the delay is condoned. All the Appeal(s) are taken up for "admission".

4] The main grounds raised in these Appeals are :

(a) Validity of the Insurance Policy and

(b) Quantum of Compensation.

5] **<u>Validity of the Insurance Policy :-</u>**

Perusal of the impugned judgment passed by the Tribunal goes to show that the Tribunal has relied upon the computer copy of the Insurance Policy, which was showing that the date of validity was mentioned as 06/12/2001 upto midnight of 05/12/2002. The accident has occurred on 19/12/2001. Therefore, in view of this computer printout of the Insurance Policy, the accident has occurred during the validity period of Insurance Policy. The burden was upon the Insurance Policy to prove that this computer printout of the Insurance Policy was not correct or it was fabricated, forged or otherwise. The Insurance Company, as observed by the Tribunal, has not discharged the said burden.

6] In view thereof, no fault can be found in the impugned judgment(s) and award(s) passed by the Tribunal holding the Insurance Company liable to compensate the claimants.

7] **<u>Quantum of Compensation :-</u>**

The Tribunal has awarded following amount to the Claimants of injury claim and death claim.

Sr.No.	First Appeal No.	Amount of Compensation	Claim
1	First Appeal (St.) No.33125 of 2012	Rs.25,000/-	Injury Claim
2	First Appeal (St.) No.11134 of 2012	Rs.40,000/-	Injury Claim
3	First Appeal (St.) No.33131 of 2012	Rs.5,17,000/-	Death Claim

8] Considering the meagre amount of compensation which is awarded by the Tribunal in each of the Appeal(s), I do not find any reason to interfere in the same.

9] Therefore, all the three Appeal(s) along with Civil Application(s) stand dismissed.

[DR.SHALINI PHANSALKAR-JOSHI, J.]