

HON'BLE SRI JUSTICE A.RAJASHEKER REDDY

WRIT PETITION No.15133 of 2019

ORDER:

This Writ Petition is filed seeking writ of mandamus directing the respondents not to withhold the amounts to be paid for Bus bearing No. TS 15 UC 0549, and bus bearing No. TS 15 UC 3969 hired to the respondent Corporation and consequently to direct the respondents to release the amounts already withheld.

Heard learned counsel for the petitioner and Sri N.Vasudeva Reddy, learned Standing Counsel appearing for respondents 2 to 5.

Learned counsel for the petitioner submits that basing on the Award and decree dated 17.12.2018 in MVOP No.1444/2016, to which petitioner is not a party, the respondents Corporation demanding the petitioner to pay the awarded amount in the said MVOP, as there is a direction by the Motor Accidents Claims Tribunal to the respondents Corporation to recover the same from the owner of the vehicle. He also submits that the action of the 4th respondent in issuing letter dated 02.05.2019 directing the 5th respondent to instruct the petitioner to get the awarded amount in OP No.1444/2016, deposited by the Insurer of the petitioner, is bad.

On the other hand, learned Sri N.Vasudeva Reddy, learned Standing Counsel for the respondents 2 to 5 submits that contract between the petitioner and the respondents Corporation for plying the buses of the petitioner, clearly envisages that it is the owner of the vehicle, who is responsible for the claims arising out of motor vehicle accidents. He submits that though the respondents Corporation pleaded in the MVOP No.1444 of 2016 that the vehicle does not belong

to the respondent Corporation but belongs to the petitioner, the Tribunal awarded the amount and directed the respondent Corporation to pay the amount and recover the amount from the owner or insurer of the vehicle, as such, the 4th respondent- Regional Manager has addressed letter to the 5th respondent-Regional Manager, TSRTC, Sanga Reddy for recovering that amount, as such, same cannot be faulted. He also submits that the agreement between the petitioner and the respondents Corporation also contains a clause that the owner of the vehicle himself is liable for the claims under the Motor Vehicles Act.

In this case, it is to be seen that there is a clause in the agreement stating that it is the owner of the vehicle, who is liable to pay the claims arising out of the motor vehicles accident. If that be so, it cannot be said that the respondent's Corporation is not entitled to recover the amounts from the petitioner, who is owner of the vehicle or from his insurer. Moreover, petitioner could have challenged the Award of the Tribunal, if he is aggrieved by the same.

In view of above facts and circumstances, I do not see any reason to entertain the Writ Petition. However, it is open for the petitioner to make an application to the respondent Corporation and it is for the respondent Corporation to consider the same, in accordance with law.

Accordingly, this Writ Petition is disposed of. There shall be no order as to costs. As a sequel thereto, miscellaneous petitions, if any, pending in this Writ Petition, shall stands closed.

A.RAJASHEKER REDDY,J

22-07-2019
kvs

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Date: 22.07.2019

kvs

