IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

FIRST APPEAL NO.1 OF 2006 WITH
CIVIL APPLICATION NO.69 OF 2006

United India Insurance Co. Ltd.
Parbhani through its Divisional
Manager and Authorised Representative
and Signatory, Nanded Divisional Office,
Guru Complex, G.G. Road,
Nanded, District Nanded … APPELLANT

VERSUS

1. Mangalabai w/o Mukundrao Mane,
Aged 32 years, Occu. Agri. &
Labourer, R/o Jawla (Kh.),
Tq. Jintur, District Parbhani

2. Shaikh Javed s/o Shaikh Gaffar,
Aged major, Occu. Business,
R/o Near Shahid Chowk,
Mondha Road, Basmath,
Tq. Basmath, Dist. Parbhani … RESPONDENTS

....

Shri A.B. Gatne, Advocate for appellant
Shri G.S. Rane, Advocate for respondent No.1.
Shri S.B. Ghatol Patil, Advocate for respondent No.2.

....

WITH

FIRST APPEAL NO. 2 OF 2006 WITH
CIVIL APPLICATION NO.70 OF 2006

United India Insurance Co. Ltd.
Parbhani through its Divisional
Manager and Authorised Representative
and Signatory, Nanded Divisional Office,
Guru Complex, G.G. Road,
Nanded, District Nanded … APPELLANT

VERSUS

1. Rangnath s/o Gyanuji Mane
Aged 35 years, Occu. Agri.,
R/o Jawla (Kh.),
Tq. Jintur, District Parbhani

2. Ramrao s/o Gyanuji Mane,
Aged 32 years, Occu. Agri.,
R/o Jawla (Kh.),
Tq. Jintur, District Parbhani

3. Anandrao s/o Gyanuji Mane,
Aged 30 years, Occu. Agri.,
R/o Jawla (Kh.),
Tq. Jintur, District Parbhani

4. Shaikh Javed s/o Shaikh Gafar,
Aged major, Occu. Business,
R/o Near Shahid Chowk,
Mondha Road, Basmath,
Tq. Basmath, Dist. Parbhani … RESPONDENTS

....

Shri A.B. Gatne, Advocate for appellant
Shri G.S. Rane, Advocate for respondents No.1 to 3
Shri U.M. Maske Patil, Advocate holding for
Shri S.B. Ghatol Patil, Advocate for respondent No.4.

....

WITH

FIRST APPEAL NO. 3 OF 2006 WITH
CIVIL APPLICATION NO.71 OF 2006

United India Insurance Co. Ltd.
Parbhani through its Divisional
Manager and Authorised Representative
and Signatory, Nanded Divisional Office,
Guru Complex, G.G. Road,
Nanded, District Nanded … APPELLANT

VERSUS

1. Laxman @ Baburao s/o Sambhaji Mane
Aged 60 years, Occu. Agri. & Labour,

R/o Jawla (Kh.),
Tq. Jintur, District Parbhani

2. Shaikh Javed s/o Shaikh Gafar,
Aged major, Occu. Business,
R/o Near Shahid Chowk,
Mondha Road, Basmath,
Tq. Basmath, Dist. Parbhani ... **RESPONDENTS**

....

Shri A.B. Gatne, Advocate for appellant
Shri G.S. Rane, Advocate for respondent No.1
Shri U.M. Maske Patil, Advocate holding for
Shri S.B. Ghatol Patil, Advocate for respondent No.2.

....

WITH

FIRST APPEAL NO. 4 OF 2006 WITH CIVIL APPLICATION NO.72 OF 2006

United India Insurance Co. Ltd.
Parbhani through its Divisional
Manager and Authorised Representative
and Signatory, Nanded Divisional Office,
Guru Complex, G.G. Road,
Nanded, District Nanded ... **APPELLANT**

VERSUS

1. Ramrao s/o Shankarrao Mane,
Aged 60 years, Occu. Agri.
R/o Jawla (Kh.),
Tq. Jintur, District Parbhani

2. Ashok s/o Ramrao Mane,
Aged 35 years, Occu. Agri.
R/o Jawla (Kh.),
Tq. Jintur, District Parbhani

3. Shaikh Javed s/o Shaikh Gafar,
Aged major, Occu. Business,
R/o Near Shahid Chowk,
Mondha Road, Basmath,
Tq. Basmath, Dist. Parbhani ... **RESPONDENTS**

....
Shri A.B. Gatne, Advocate for appellant
Shri G.S. Rane, Advocate for respondent No.1 and 2
Shri U.M. Maske Patil, Advocate holding for
Shri S.B. Ghatol Patil, Advocate for respondent No.3.
....

WITH

FIRST APPEAL NO. 5 OF 2006 WITH
CIVIL APPLICATION NO.73 OF 2006

United India Insurance Co. Ltd.
Parbhani through its Divisional
Manager and Authorised Representative
and Signatory, Nanded Divisional Office,
Guru Complex, G.G. Road,
Nanded, District Nanded ... APPELLANT

VERSUS

1. Pandurang s/o Sitaram Mane,
Aged 40 years, Occu. Agri.
R/o Jawla (Kh.),
Tq. Jintur, District Parbhani

2. Vasant s/o Sitaram Mane,
Aged 37 years, Occu. Agri.
R/o Jawla (Kh.),
Tq. Jintur, District Parbhani

3. Dayaand s/o Sitaram Mane,
Age 34 years, Occu. Agri.
R/o Jawla (Kh.),
Tq. Jintur, District Parbhani

4. Vimalbai w/o Dhondiram Mane,
Age 35 years, Occu. Agri.,
R/o Jawla (Kh.),
Tq. Jintur, District Parbhani

5. Shaikh Javed s/o Shaikh Gafar,
Aged major, Occu. Business,
R/o Near Shahid Chowk,
Mondha Road, Basmath,
Tq. Basmath, Dist. Parbhani ... RESPONDENTS

....

Shri A.B. Gatne, Advocate for appellant
Shri G.S. Rane, Advocate for respondent No.1 to 4
Shri U.M. Maske Patil, Advocate holding for
Shri S.B. Ghatol Patil, Advocate for respondent No.5.

....

WITH

**FIRST APPEAL NO. 6 OF 2006 WITH
CIVIL APPLICATION NO.74 OF 2006**

United India Insurance Co. Ltd.
Parbhani through its Divisional
Manager and Authorised Representative
and Signatory, Nanded Divisional Office,
Guru Complex, G.G. Road,
Nanded, District Nanded ... **APPELLANT**

VERSUS

1. Digambar s/o Wamanrao Mane,
Aged 59 years, Occu. Agri. & labour,
R/o Jawla (Kh.),
Tq. Jintur, District Parbhani

2. Chandrakant s/o Digambar Mane,
Aged 34 years, Occu. Agri.
R/o Jawla (Kh.),
Tq. Jintur, District Parbhani

3. Vaijnath s/o Digambar Mane,
Aged 32 years, Occu. Agri.
R/o Jawla (Kh.),
Tq. Jintur, District Parbhani

4. Shaikh Javed s/o Shaikh Gafar,
Aged major, Occu. Business,
R/o Near Shahid Chowk,
Mondha Road, Basmath,
Tq. Basmath, Dist. Parbhani ... **RESPONDENTS**

....

Shri A.B. Gatne, Advocate for appellant
Shri G.S. Rane, Advocate for respondent No.1 to 3

Shri U.M. Maske Patil, Advocate holding for
Shri S.B. Ghatol Patil, Advocate for respondent No.4.

....

WITH

FIRST APPEAL NO. 7 OF 2006 WITH
CIVIL APPLICATION NO.75 OF 2006

United India Insurance Co. Ltd.
Parbhani through its Divisional
Manager and Authorised Representative
and Signatory, Nanded Divisional Office,
Guru Complex, G.G. Road,
Nanded, District Nanded ... APPELLANT

VERSUS

1. Rajabhau s/o Vithalrao Sakhare,
Aged 45 years, Occu. Agri.
R/o Dharmapur,
at present at Parbhani

2. Udhav s/o Vithalrao Sakhare,
Aged 40 years, Occu. Agri.
R/o as above.

3. Shaikh Javed s/o Shaikh Gafar,
Aged major, Occu. Business,
R/o Near Shahid Chowk,
Mondha Road, Basmath,
Tq. Basmath, Dist. Parbhani ... RESPONDENTS

....

Shri A.B. Gatne, Advocate for appellant
Shri G.S. Rane, Advocate for respondent No.1 and 2
Shri U.M. Maske Patil, Advocate holding for
Shri S.B. Ghatol Patil, Advocate for respondent No.3.

....

WITH

FIRST APPEAL NO. 8 OF 2006 WITH
CIVIL APPLICATION NO.76 OF 2006

United India Insurance Co. Ltd.
Parbhani through its Divisional
Manager and Authorised Representative
and Signatory, Nanded Divisional Office,
Guru Complex, G.G. Road,
Nanded, District Nanded … **APPELLANT**

<u>**VERSUS**</u>

1. Janardhan s/o Shankarrao Mane,
   Aged 35 years, Occu. Agri.
   R/o Jawla (Kh.),
   Tq. Jintur, District Parbhani

2. Ramchandra s/o Shankarrao Mane
   Aged 30 years, Occu. & r/o as above.

3. Shaikh Javed s/o Shaikh Gafar,
   Aged major, Occu. Business,
   R/o Near Shahid Chowk,
   Mondha Road, Basmath,
   Tq. Basmath, Dist. Parbhani … **RESPONDENTS**

....

Shri A.B. Gatne, Advocate for appellant
Shri G.S. Rane, Advocate for respondent No.1 and 2
Shri U.M. Maske Patil, Advocate holding for
Shri S.B. Ghatol Patil, Advocate for respondent No.3.

....

<u>**WITH**</u>

FIRST APPEAL NO. 9 OF 2006

United India Insurance Co. Ltd.
Parbhani through its Divisional
Manager and Authorised Representative
and Signatory, Nanded Divisional Office,
Guru Complex, G.G. Road,
Nanded, District Nanded … **APPELLANT**

<u>**VERSUS**</u>

1. Parmeshwar s/o Chudaji Walse
   Aged 50 years, Occu. Agri. & Labour
   R/o Deogaon, Tq. Purna,

District Parbhani

2. Gangadhar s/o Chudaji Walse
Aged 40 years, Occu. & r/o as above.

3. Ramchandra s/o Chudaji Walse
Age 35 years, Occu. & r/o as above.

4. Shaikh Javed s/o Shaikh Gafar,
Aged major, Occu. Business,
R/o Near Shahid Chowk,
Mondha Road, Basmath,
Tq. Basmath, Dist. Parbhani ... **RESPONDENTS**

....

Shri A.B. Gatne, Advocate for appellant
Shri G.S. Rane, Advocate for respondent No.1 to 3
Shri U.M. Maske Patil, Advocate holding for
Shri S.B. Ghatol Patil, Advocate for respondent No.4.

....

CORAM : R. G. AVACHAT, J.

Date of reserving judgment : 21st September, 2021

Date of pronouncing judgment : 1st October, 2021

J U D G M E N T :

These appeals are being decided by this judgment, since common questions of facts and law arise therein. Moreover, these appeals arise out of one and the same accident. For the sake of convenience, pleadings and evidence in First Appeal No.1/2006 and 6/2006 are referred to.

FACTS :-

2. A goods carriage, tempo bearing No.MWZ-5676

was on its way to Mahurgad on 6/4/2001. Foodgrains bags were being carried therein. About 22 persons were said to have been traveling along with their foodgrain bags in the said goods carriage. Mahurgad is a religious place. The persons traveling therein were on their way to participate in the religious activities (Saptah) at Mahurgad. The foodgrains were being carried so as to provide food/ meals to participants there. The goods carriage met with the accident before it reached the Gad (Hill). It turtled and fell into a deep valley, resulting into deaths of 8 of the passengers traveling therein. Others suffered multiple injuries. Nine Motor Accident Claim Petition (Petitions) were preferred by legal representatives of the deceased and the injured as well. The Motor Accident Claims Tribunal, Parbhani (Tribunal), vide its judgment and order dated 29/8/2005 in the respective petitions, grated varied amount of compensation. The owner of the goods carriage and insurer thereof were directed to pay, jointly and severally, the amount of compensation to the claimants concerned. The insurer of the goods carriage, united India Insurance Co. Ltd., therefore, preferred all these appeals.

3. Heard. Learned counsel for the appellant Insurance Company would submit that, the vehicle involved in

the accident was a goods carriage. No person is permitted to travel therein except the driver. There is no iota of evidence to indicate the deceased and injured were travelling as owners or representative/s of owners of the foodgrains/ goods carried in the goods carriage. The owner of the goods carriage has unequivocally admitted that there was a contract between him and Mahant of the temple on the Gad for carriage of foodgrains. He would further submit that, all the persons were in the body of the goods carriage. None of them was in the cabin. According to him, the insurer of the goods carriage has, therefore no liability to pay compensation. The Tribunal erred in passing awards against the appellant – insurer. Learned counsel relied on the judgment of the Apex Court in case of **National Insurance Co. Ltd. Vs. Chollety Bharatamma & ors. [(2008) 1 SCC 423]**.

4. Learned counsel for the claimants would, on the other hand, submit that, the pleadings and evidence do make out a case that the deceased and the injured were traveling along with their goods in the ill-fated goods carriage. They had occupied seat in the body of the vehicle only with a view to guard/ protect the goods. According to learned counsel, the insurer, therefore, would not be allowed to escape of its liability to pay the compensation. He would further submit

that, the principle 'pay and recover' has now attained the status of a law. He, therefore, urged in the alternative to direct the appellant/ insurer to satisfy the awards and recover the amount from the owner of the vehicle. He placed reliance on the following authorities :

(1) Anu Bhanvara Etc. Vs. IFFCO Tokio General Insurance Company Limited & ors. [AIR 2019 SC 3934]

(2) New India Assurance Company Ltd. Vs. Punjabai Bansi Solase & ors. [2019(2) Mh.L.J. 172]

(3) United India Insurance Co. ltd. Vs. Suresh K.K. & anr. [AIR 2008 SC 2871]

(4) National Insurance Co. Ltd. Vs. Cholleti Bharatamma & ors. [(2008) 1 SCC 423]

(5) Balasaheb Shamrao Salunkhe, deceased through Lilavati B. Salunkhe & ors. Vs. Laxmibai Yashwant Jadhav & ors. [2009(6) Mh.L.J. 141]

(6) Bhika Cullianji and Company, Bombay Vs. Avon Electric Company, Bombay & ors. [1995(1) Bom.C.R. 377]

(7) Sarwan Singh Vs. State of Punjab [2003 Cri.L.J. 21]

(8) Shivawwa & anr. Vs. Branch Manager, National India Insurance Company Ltd. & anr. [2019(1) Mh.L.J. 1]

5. Learned counsel for the vehicle owner reiterated the submissions made by learned counsel for the claimants. He too relied on the following authorities to ultimately urge for dismissal of the appeals.

(1) Oriental Insurance Company Ltd. Vs. Pushpa wd/o Ankush Buche, (Since Dead) & ors.
[(2017) 7 Mh.L.J. 686]

(2) New India Assurance Company Vs. Satpal singh & ors.
[(2000) 1 SCC 237]

(3) Ramesh Kumar Vs. National Insurance Co. Ltd. & ors. Etc. Etc. [(2001) 6 SCC 713]

6. Mahurgad is a religious place. During the relevant days, religious festivities were underway at the Mahurgad Temple. The ill-fated goods carriage was on its way to the Gad carrying foodgrains therein. 20 to 22 persons were also traveling therein to participate in religious activities. The goods carriage met with the accident just before it reached the Gad. It fell into a deep valley. The persons traveling therein suffered multiple injuries. Some of them succumbed thereto. Legal representatives of the deceased and the injured as well filed petitions for compensation, contending that, they were carrying their respective goods/ grainbags to Mahurgad, as food was to be supplied to persons participating in religious activities. All the persons traveling therein were from one and the same village, Jawla (Kh.), Taluka Jintur, District Parbhani. It was their case that the goods carriage was hired by two of the villagers. There is, however, no documentary evidence in proof of their claim that the foodgrains in the goods carriage really belonged to them and

they had hired the tempo for carrying it to the Gad. The foodgrains were in the gunny bags. From the nature thereof, it could not be said that any of the persons traveling therein was required to travel with those goods in protection thereof.

7. Legal position in this regard is well settled. In case of Chollety Bharatamma (supra), it has been observed :-

> "4. the said provision underwent an amendment in the year 1994 by the Motor Vehicles (Amendment) Act, 1994 which reads as under :
>
> > "147. Requirements of policies and limits of liability:-
> >
> > (1) in order to comply with the requirements of this Chapter, a policy of insurance must be a policy which –
> >
> > (a) * * *
> >
> > (b) insures the person or classes of persons specified in the policy to the extent specified in sub-section (2) –
> >
> > (i) against any liability which may be incurred by him in respect of the death of or bodily injury to any person, including owner of the goods or his authorised representative carried in the vehicle or damage to any property of a third party caused by or arising out of the use of the vehicle in a public place.
> >
> > (ii) * * *
>
> 8. The Act does not contemplate that a goods carriage shall carry a large number of passengers

with small percentage of goods as considerably the insurance policy covers the death or injuries either of the owner of the goods or his authorised representative.

10. In Asha Rani (2003) 2 SCC 223, having regard to various definitions involving the legal question, it was held :

23. . . . .

24. . . . .

25. Section 147 of the 1988 Act, inter alia, prescribes compulsory coverage against the death of or bodily injury to any passenger of public service vehicle. Proviso appended thereto categorically states that compulsory coverage in respect of drivers and conductors of public service vehicle and employees carried in a goods vehicle would be limited to the liability under the Workmens Compensation Act. It does not speak of any passenger in a goods carriage.

26. In view of the changes in the relevant provisions in the 1988 Act vis-a-vis the 1939 Act, we are of the opinion that the meaning of the words any person must also be attributed having regard to the context in which they have been used i.e. a third party. Keeping in view the provisions of the 1988 Act, we are of the opinion that as the provisions thereof do not enjoin any statutory liability on the owner of a vehicle to get his vehicle insured for any passenger travelling in a goods vehicle, the insurers would not be liable therefor.

27. . . . .

28. . . . .

12. Yet again in **New India Assurance Co. Ltd. Vs. Vedwati & Ors. [(2007) 3 SCALE 397]** this Court held :

9. . . . The difference in the language of "goods vehicle" as appearing in the old Act and "goods carriage" in the Act is of significance. A bare reading of the provisions makes it clear that the legislative intent was to prohibit goods vehicle from carrying any passenger. This is clear from the expression "in addition to passengers" as contained in definition of "goods vehicle" in the old Act. The position becomes further clear because the expression used is "good carriage" is solely for the carriage of goods. Carrying of passengers in a goods carriage is not contemplated in the Act. There is no provision similar to Clause (ii) of the proviso appended to Section 95 of the old Act prescribing requirement of insurance policy. Even Section 147 of the Act mandates compulsory coverage against death of or bodily injury to any passenger of "public service vehicle". The proviso makes it further clear that compulsory coverage in respect of drivers and conductors of public service vehicle and employees carried in goods vehicle would be limited to liability under the Workmen's Compensation Act, 1923 (in short 'WC Act"). There is no reference to any passenger in "goods carriage".

10. The inevitable conclusion, therefore, is that provisions of the Act do not enjoin any statutory liability on the owner of a vehicle to get his vehicle insured for any passenger travelling in a goods carriage and the insurer would have no liability therefor.

19. It is now well settled that the owner of the goods means only the person who travels in the cabin of the vehicle.

The Act does not contemplate that a goods carriage shall carry a large number of passengers with small percentage of goods as considerably the insurance policy covers the death or injuries either of the owner of the goods or his authorised representative.

8. Admittedly, the vehicle involved in the accident was a goods carriage. The insurance cover granted to it was in the nature of "act only Policy". As such, the policy of insurance did not cover risk of passengers traveling therein. There is also no evidence to indicate that the deceased or the injured persons were traveling in the capacity as owners of the goods (foodgrains). Foodgrain is not such a commodity requiring protection while being transported. The case of the claimants that the persons were traveling in the goods carriage only with a view to protect/ guard the goods therein is, therefore, unacceptable. None of the so called owners of the goods / foodgrains was in the cabin when the vehicle met with the accident. Thus, the conclusion can be drawn that the appellant Insurance Company is not liable to pay compensation.

9. Learned counsel for the owner of the goods

carriage placed reliance on the Apex Court judgment in case of Satpal Singh (supra), which is no longer a good law in view of larger Bench judgment of the Apex Court in case of Asha Rani (supra).

10. Learned counsel for the claimants would submit that, the appellant insurer could be directed to pay first and then recover the amount of compensation from the owner of the goods carriage. He relied on the citations referred to above.

11. In case of Anu Bhanvara Etc. (supra), it has been observed :-

> "11. We have heard learned counsel for the parties and perused the record as well as the various decisions cited by learned counsel for the parties. The insurance of the vehicle, though as a goods vehicle, is not disputed by the parties. The claimants in the present case are young children who have suffered permanent disability on account of the injuries sustained in the accident. Thus, keeping in view the peculiar facts and circumstances of this case, we are of the considered view that the principle of "pay and recover" should be directed to be invoked in the present case."

12. The aforesaid observations do indicate that the principle of "pay and recover" was invoked in the facts and

circumstances of the said case.

13. Same is the case of the judgment in Suresh K.K.'s case (supra). It has been observed in paragraphs No.15 and 16 as under :

> 15. The question which arises for our consideration, however, is keeping in view the fact that the accident took place on or about 13/8/1999, and further in view of the fact that the claimant was a coolie worker as to whether he would be in a position to realise the dues from the owner of the vehicle, we think not.
>
> 16. Keeping in view the aforementioned facts and circumstances into consideration, we are of the opinion that with a view to do complete justice between the parties, a direction should be given to the appellant to pay the amount to the claimant and realise the same from the owner of the vehicle. Such a direction would, in our opinion, serve the ends of justice.

14. In case of Shiivawwa (supra), it has been observed :-

> 11. Assuming for the sake of argument that the insurance company was not liable to pay compensation amount awarded to the claimants as the offending tractor was duly insured, the insurer would be still liable to pay the compensation amount in the first instance with liberty to recover the same from the owner of the vehicle (respondent No.2), in light of the exposition in the case of National Insurance Co. Vs. Swarn Singh and ors., 2004 Mh.L.J. Online (S.C.) 24 = (2004) 3 SCC 297. In paragraph 110 of the said decision, a three-

Judge Bench of this Court observed thus :

> . . . .
>
> (x) Where on adjudication of the claim under the Act the tribunal arrives at a conclusion that the insurer has satisfactorily proved its defence in accordance with the provisions of section 149(2) read with sub-section (7), as interpreted by this Court above, the Tribunal can direct that the insurer is liable to be reimbursed by the insured for the compensation and other amounts which it has been compelled to pay to the third party under the award of the tribunal. Such determination of claim by the Tribunal will be enforceable and the money found due to the insurer from the insured will be recoverable on a certificate issued by the tribunal to the Collector in the same manner under section 174 of the Act as arrears of land revenue. The certificate will be issued for the recovery as arrears of land revenue only, if, as required by sub-section (3) of section 168 of the Act the insured fails to deposit the amount awarded in favour of the insurer within thirty days from the date of announcement of the award by the tribunal.
>
> (xi) The provisions contained in sub-section (4) with proviso thereunder and sub-section (5) which are intended to cover specified contingencies mentioned therein to enable the insurer to recover amount paid under the contract of insurance on behalf of the insured can be taken recourse of by the Tribunal and be extended to claims and defences of insurer against insured by, relegating them to the remedy before, regular court in cases where on given facts and circumstances adjudication of their claims

> **inter se might delay the adjudication of the claims of the victims.**
> (emphasis supplied)
>
> 12. However, in the facts of the present case, we have no hesitation in taking a view that consequent to affirmation and restoration of the finding of fact recorded by the Tribunal regarding the factum of deceased had travelled along with his goods at the time of accident, the insurer would be obliged to satisfy the compensation amount awarded to the claimants.

15. On the same lines are the other judgments relied on by the learned Advocate.

16. The question is whether the claimants, as of right, can claim the relief of 'pay and recover'. In my view, the answer is "No".

17. In the result, the appeals succeed. The awards passed against the appellant Insurance Company are set aside. The facts of the present case, however, indicate that the appellant Insurance Company has deposited the entire amount of compensation under the impugned awards. The claimants were permitted to withdraw 50% thereof. In these facts and circumstances, the appellant Insurance Company is directed to first pay 75% of the amount under the impugned awards and recover the same from the owner of the goods

carriage. Since the appellant Insurance Company has deposited the entire amount under the impugned awards, 75% thereof, inclusive of the amount already withdrawn/ permitted to be withdrawn, be paid to the claimants along with interest accrued thereon. 25% of the amount in deposit be paid back to it along with interest accrued thereon.

18. The appellant Insurance Company would stand in the shoes of the claimants to execute the impugned awards against the owner of the vehicle so as to recover 75% amount thereunder. The claimants would necessarily be entitled to put the impugned awards to execution so as to recover unpaid amount thereunder from the owner of the vehicle.

19. The Appeals stand disposed of in above terms. In view of disposal of the appeals, Civil Applications are disposed of.

(R. G. AVACHAT)
JUDGE

fmp/-