IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

FIRST APPEAL NO.3680 OF 2017

Reliance General Insurance Co. Ltd. … APPELLANT

VERSUS

Sau. Bardabai Shivaji Sathe & anr. … RESPONDENTS

…….
Mr. A.S. Usmanpurkar, Advocate for appellant
Mr. M.S. Shaikh, Advocate for respondent No.1.
Mr. Vivek Tarde, Advocate for respondent No.2.
…….

WITH
CIVIL APPLICATION NO.7177 OF 2020 IN
FIRST APPEAL NO.3680 OF 2017

Bardabai Shivaji Sathe … APPLICANT

VERSUS

Reliance General Insurance Co. Ltd.
and another … RESPONDENTS

…….
Mr. M.S. Shaikh, Advocate for applicant
Mr. A.S. Usmanpurkar, Advocate for respondent No.1
Mr. Vivek Tarde, Advocate for respondent No.2.
…….

CORAM : R. G. AVACHAT, J.

DATE : 9th September, 2021

O R D E R :

The appellant – Insurance Company is challenging the judgment and award dated 25/4/2017, passed by

Member, Motor Accident claims Tribunal (Tribunal), Shrirampur, District Ahmednagar in Motor Accident Claim Petition (Petition) No.30/2015. By the impugned judgment and award, the appellant Insurance Company and the owner of the vehicle involved in the accident have been directed to pay jointly and severally a sum of Rs.1,20,600/- along with interest @ 8% p.a. from the date of petition till realisation of the amount, as compensation on account of injury and disability suffered in the accident involving motor vehicle.

2. Heard. The challenge in this appeal is mainly on the ground of cancellation of the insurance policy on account of dishonour of the cheque issued towards payment of premium under the policy of insurance. The learned counsel for the appellant Insurance Company would submit that, witnesses were examined in proof of the factum of dishonour of cheque. The R.T.O. concerned had also been intimated about cancellation of the policy of insurance along with the owner of the vehicle as well. The learned counsel, therefore, urged for allowing the appeal.

3. Learned counsel for the respondents claimant and owner of the vehicle would support the impugned award.

4. The respondent No.1 (original applicant) was knocked down by the moving truck. Her claim for compensation has, therefore, been allowed as stated above. Admittedly, the appellant Insurance Company granted the insurance cover to the offending truck. The date of the accident falls within the period of the insurance cover. It is, however, its case that, the cheque issued towards premium of insurance has been dishonoured. The intimation thereof along with repudiation of the contract of insurance was, therefore, informed to the R.T.O. and the owner of the truck (respondent No.2). There is, however, no evidence on record to indicate the respondent No.2, owner of the truck, to have been intimated about the cancellation of the policy of insurance on account of dishonour of the cheque.

5. The injured claimant was a third party. On appreciation of evidence in the matter, the Tribunal has rightly negatived the claim of the appellant Insurance Company. On reappreciation of the evidence, this Court has no reason to take a different view. The appeal, therefore, fails. It is dismissed. The amount in deposit with this Court be paid to the respondent No.1 (original applicant) along with interest

accrued thereon, immediately.

6. In view of the above, Civil Application also stands disposed of.

(R. G. AVACHAT)
JUDGE

fmp/-