IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

WRIT PETITION NO. 7514/2018
(Shriram General Insurance Co.Ltd vrs. Smt. Shewantabai Raju Satak and ors)
and
WRIT PETITION NO. 911/2018
(Shriram General Insurance Co.Ltd vrs.Usha Sanjay Gawture and ors)
and
WRIT PETITION NO. 912/2018
(Shriram General Insurance Co.Ltd vrs.Mayabai Komdeo Bhoyar and ors)
and
WRIT PETITION NO. 970/2018
(Shriram General Insurance Co.Ltd vrs.Sushila Haridas Bhoyar and ors)
and
WRIT PETITION NO. 971/2018
(Shriram General Insurance Co.Ltd vrs.Maya Komdeo Bhoyar and ors)
and
WRIT PETITION NO. 972/2018
(Shriram General Insurance Co.Ltd vrs.Meera Janglu Bhoyar and ors)
and
WRIT PETITION NO. 973/2018
(Shriram General Insurance Co.Ltd vrs.Haridas Ganpat Bhoyar and ors)
and
WRIT PETITION NO. 974/2018
(Shriram General Insurance Co.Ltd vrs.Darshana Santosh Bhoyar and ors)

Office Notes, Office Memoranda of Coram, appearances, Court's orders or directions and Registrar's orders	Court's or Judge's orders

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Shri S.V.Jaiswal, Advocate for petitioner.
None for respondents.

CORAM : AVINASH G. GHAROTE, J.
DATE : 27/08/2021

In all these petitions, the facts are identical. The vehicle Cruiser Jeep bearing No. MH-12/BP-3441, carrying passengers had met with an accident on 14.10.2013, in respect of which motor accident claim proceedings have been initiated before the Tribunal. The vehicle was insured with Oriental Insurance Company for duration from 06.04.2013 to 05.04.2014, under policy bearing No. 1823/31/2014/386, which was covering the date of the accident which happened on 14.10.2013.

The said vehicle also stood covered with the petitioner Shriram General Insurance Co. Ltd for the period 30.08.2013 to 29.08.2014, under Policy No. 10003/31/14/360319, which again included the date of the accident. Thus, as on the date of the accident, the vehicle was insured with the petitioner as well as Oriental Insurance Company Ltd. An application came to be filed before the Motor Accident Claims Tribunal, Kelapur, for addition of Oriental Insurance Company Limited, who vide the common order dated 31.03.2017, rejected the same, holding that it is the choice of the claimants to file the petition against a party whom they consider as necessary and proper party.

Mr. Jaiswal, learned counsel for the petitioner, invites my attention to the GR.24 issued under Indian Motor Tariff, which, in case of a double insurance, states that when two policies are in existence on the same vehicle, with identical cover, one of the policies may be cancelled, which commences at a date later. He, therefore, submits that, in view of the said GR.24, it is only one of the policies would be permissible to be invoked, in view of which the Oriental Insurance Company Ltd., was a proper and necessary party for the reason that it has a policy earlier in point of time than that of the petitioner.

It is obvious that the learned Tribunal has not considered the effect and import of GR.24 relating to double insurance and cancellation of one of the policies in case the date of accident is covered by two different policies. In that view of the matter, considering what is stated in GR.24, the Oriental Insurance Company Ltd., would be a proper and necessary party to the proceedings before the learned Tribunal. The impugned order dated 31.03.2017 is, therefore, quashed and set aside. The application for adding Oriental Insurance Company Ltd., is accordingly allowed.

The addition shall be permitted to be carried out by the Tribunal within a period of one week from the date the copy of the order of this court is placed before it.

The writ petitions are accordingly allowed in above terms. No order as to costs.

JUDGE

Rvjalit