

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 17.06.2021

CORAM

THE HON'BLE Mr. JUSTICE **G.K.ILANTHIRAIYAN**

**C.R.P.(PD) No. 2466 of 2018
and CMP. No.15170 of 2018**

M/s.Excel Maritime Logistics P. Ltd.,
represented by its Director,
X Floor, Guna Annexe II,
443, Anna Salai, Teynampet,
Chennai – 600 018.

... Petitioner

Vs

1.M/s.Siva Ventures Limited,
represented by Power Agent, Subrogee
The Oriental Insurance Company Ltd.,
Sterling Tower, 327, Anna Salai,
Teynampet, Chennai – 600 006.

2.The Oriental Insurance Company Ltd.,
Oriental House,
P.B.no.7037, Asaf Ali Road,
New Delhi – 110 002.
Carries on business at
represented by its Principal Officer,
Service Vertical Centre,
115, Prakasam Salai, Broadway,
Chennai – 600 108.

3.M/s.New India Assurance Co. Ltd.,
Lic Buildings, VI Floor,
NSC Bose Road,
Chennai – 600 001.

... Respondents

Prayer :- Civil Revision Petition is filed under Article 227 of Constitution of India to set aside the fair and decreetal order dated 25.06.2018 made in I.A.No.147 of 2017 in O.S.No.5526 of 2014 on the file of the XVIII Additional City Civil Court, Chennai.

For Petitioner : Mr.J.Chandran

For R1 & R2 : No appearance

For R3 : Mr.S.Dhakshnamoorthy

ORDER

This Civil Revision Petition is filed against the fair and decreetal order dated 25.06.2018 made in I.A.No.147 of 2017 in O.S.No.5526 of 2014 on the file of the XVIII Additional City Civil Court, Chennai, thereby dismissing the petition to impleade the proposed third respondent.

2. The petitioner is the defendant in the suit filed by the respondents 1 and 2 herein for recovery of money. While pending the suit, the petitioner filed a petition to implead the third respondent herein as a party to the suit for the reason that the damages claimed by the respondents 1 and 2 was covered by valid insurance by M/s.New India Insurance

Company Limited, who is liable to indemnify the risk of the claim as per the terms and conditions of policy.

3. The third respondent herein filed counter and specifically averred that the policy which is not as “Multi Modal Transport Operators Liability Products Policy” issued by them. The said policy covers the liability of the Multi Modal Transporters as envisaged under The Multimodal Transportation of Goods Act 1993. It also reveals that the regulation of the multimodal transportation of goods from any place in India to a place outside India on multimodal transport contract. There shall be multimodal transportation and the goods are to be transported from India to outside India and further there should be an subsisting multimodal transport contract. In the present suit, the transportation is by road and it is within India and as such, the suit is governed by the Carriage by Road Act, 2007. That apart, the policy is for “Multi Modal Transport Operators Liability Product” and the third respondent will indemnify the insured in respect of its contractual liability to any claim in accordance with terms and conditions of the said policy and as per Indian Multimodal Transport Act. Therefore,

the Court below rightly dismissed the petition to implead the third respondent as one of the party to the suit for the reason that the suit itself is governed only by Carriage by Road Act, 2007 and the liability is determined by the Carriage by Road Act, 2007. Therefore, the liability under the policy Ex.B5 and the cause of action is entirely different one and as such, the third respondent is not a proper and necessary party to the present suit.

4. Accordingly, this Court finds no illegality or infirmity in the order passed by the Court below. Hence, the Civil Revision Petition is dismissed. No order as to costs. Consequently, connected Miscellaneous Petition is closed.

17.06.2021

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Index: Yes/No

Internet: Yes/No

Speaking Order: Yes/No

To

The XVIII Additional Judge,
City Civil Court,
Chennai.

G.K.ILANTHIRAIYAN,J,



C.R.P.(PD) No.2466 of 2018
and CMP. No.11186 of 2018

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