IN THE HIGH COURT OF JUDICATURE AT MADRAS

Date: 25.02.2021

Coram:

THE HONOURABLE DR.JUSTICE G.JAYACHANDRAN

C.M.A.No.1667 of 2017

R.Suresh,
No.89/165, SPM Petrol Bunk Opposite,
Seelanaickenpatti,
Salem – 201. ... Appellant/Petitioner

/versus/

1. K.Saravanan,

2. Reliance General Insurance Co.Ltd.,
Sri Lakshmi Complex,
1st Floor, Bharathi Street,
Swarnapuri,
Salem – 4. ... Respondents/Respondents

Prayer: Civil Miscellaneous Appeal is filed under Section 173 of Motor Vehicle Act, 1988, against the judgment and decree dated 08.08.2016 passed in M.C.O.P.No.832 of 2008 on the file of the Motor Accident Claims Tribunal (Sub Judge), Salem.

For Appellant : Mr.K.Ramesh

For R2 : Mr.S.Arun Kumar

For R1 : Not ready notice

J U D G M E N T

The Appeal is filed by the claimant being aggrieved by the order of the Tribunal which has exonerated the insurance company for want of valid insurance coverage and fixed the liability on the owner of the vehicle which has caused the accident.

2. According to the claimant, it is contended that the offending vehicle was duly insurer with the 2nd

respondent/Insurance Company and therefore, the Tribunal ought not to have exonerated the Insurance Company but should have directed the insurance Company to pay the compensation instead of directing the claimant to recover the compensation from the vehicle owner.

3. The Learned Counsel for the appellant would specifically submit that the Insurance policy copy which was obtained through police and marked as Ex.P.15 would indicate that the offending vehicle bearing registration No.TN-30-F-4331 was duly insured with the 2nd respondent/Insurance Company and proposal-cum-cover note for package policy commencing from period from 09.01.2008 00.00 hours was issued on collection of premium of Rs.733/- and therefore, overlooking the said cover note, the Tribunal has held that on the date of accident, the offending owner had no valid insurance coverage.

4. Per contra, the Learned Counsel appearing for the Insurance Company would submit that the document relied by the appellant is not a genuine document issued by the Insurance Company and more so, it is hand written document described as proposal-cum-cover note. It is only a proposal and not actual policy coverage. It is a fabricated document. The actual insurance policy is marked as Ex.R.1. The period of coverage commence from 19.01.2008 midnight and end on 18.01.2009. It is package policy, a sum of Rs.733/- was collected inclusive of tax. On comparing both Ex.P.15 and Ex.R.1, this Court finds that Ex.R.1 is the authenticated certificate of insurance and Ex.P.15 is only a proposal. The actual coverage commences only from 19.01.2008, whereas, the accident occurred 10 days prior to that i.e., 09.01.2008. Therefore, this Court finds that the Tribunal has rightly exonerated the Insurance Company and fixed the liability on the owner of the vehicle who had no valid insurance Coverage for his vehicle. In view of the above findings, this Court finds no merit to interfere the order of tribunal. Hence, Civil Miscellaneous Appeal is dismissed. No cost.

Sd/-
Assistant Registrar (CS-VII)

// True Copy //

Sub Assistant Registrar

bsm

To:-

1.The Motor Accident Claims Tribunal (Sub Judge), Salem.
2.The Section Officer, V.R.Section, High

+1CC to Mr.K.Ramesh, Advocate, SR.No.11716

C.M.A.No.1667 of 2017

SRA(CO)
B.VC (13/09/2021)