IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO.1013 OF 2023

Reliance General Insurance Co. Ltd., }
Thr. Its Manager Legal Mr.Priyank Shah }
4th Floor, Chintamani Avenue, }
Off Western Express Highway, }
Goregaon-East, Mumbai } **....Appellant**

V/s.

1. Shri.Sharad Trimbak Patil }
R/at H. No.149/18, Veshwi, }
Tal.Urban, District-Raigad }
}
2. Mr.Jay Singh R. Singh }
R/at Gurukripa, CHS, Hanuman Nagar }
Plot No.102, A-Wing, Nalasopara, }
Taluka-Vasai, District-Thane. } **....Respondents**

Mr.Rhaul Mehta i/b KMC Legal Venture, for the Appellant.
Ms.Rina Kundu, for the Respondents.

CORAM : SHIVKUMAR DIGE, J.

DATE : 1st DECEMBER 2023

JUDGMENT :-

. The issue involved in this Appeal is the cheque which was given as a premium of Insurance Policy was dishonored.

2. It is contention of the learned counsel for the Appellant that, the cheque which was given by the owner of the

Insured vehicle as a premium of Insurance Policy was dishonored. Hence, the policy issued was void-ab-inito. But this fact was not considered by the Tribunal and has wrongly fixed liability on the Insurer, which is illegal. Hence, requested to allow the Appeal.

3. It is contention of the learned counsel for the Respondents-Claimants no evidence was led before the Tribunal to prove that, the cheque was dishonored. The order passed by the Tribunal is legal and valid. Hence, no interference is required in it.

4. I have heard both learned counsel. Perused judgment and order passed by the Motor Accident Claims Tribunal ('The Tribunal' for short), Raigad.

5. To prove the contention that, the cheque which was issued for payment of the Insurance Policy by the owner of insured vehicle was dishonored. No evidence was led before the Tribunal by the Appellant-Insurance Company. Without any evidence this Court cannot consider the defence taken by the Insurance Company. The Tribunal has passed well reasoned order. No interference is required in it.

6. In view of above, I pass following order.

ORDER

(i) The Appeal is dismissed.

(ii) The Claimants are permitted to withdraw amount deposited by the Appellant-Insurance Company along with accrued interest.

(iii) The statutory amount alongwith interest be transferred to the Tribunal. The parties are at liberty to withdraw it as per Rule.

(iv) All pending Civil and Interim Applications are disposed of.

(SHIVKUMAR DIGE, J.)