THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02.01.2023

CORAM:

THE HONOURABLE MR.JUSTICE R.SUBRAMANIAN
AND
THE HONOURABLE MR.JUSTICE SATHI KUMAR SUKUMARA KURUP

C.M.A.No.2891 of 2022
and
C.M.P.No.22365 of 2022

Reliance General Insurance Co. Ltd.,
Represented by its Area Manager (Legal),
Claims Department, 6th Floor,
No.6, Haddows Road, Nungambakkam,
Chennai – 34. ...Appellant

Vs.

1.M.Pramila
2.S.K.Mohana Sundaram
3.M.Dilip Kumar
4.G.Venkatesh @ Venkatesan ...Respondents

Prayer: Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, 1988, against the judgment and decree dated 23.08.2022 in MCOP.No.3318 of 2019 on the file of the Motor Accidents Claims Tribunal, Chennai (Chief Judge, Court of Small Causes, Chennai).

For Appellant : Mr.R.Sunilkumar

J U D G M E N T

(Judgment of the Court was made by R.SUBRAMANIAN, J.)

The appeal is by the Insurance Company, aggrieved by the award of the Motor Accident Claims Tribunal, Chennai dated 23.08.2022 made in M.C.O.P.No.3318 of 2019.

2.Mr.R.Sunilkumar, learned counsel for the Insurance Company would primarily contend that the Tribunal having rendered a finding that the driver of the offending vehicle did not have a valid driving license, ought not to have made the Insurance Company liable to pay the compensation with liberty to recover the same from the Insurer. According to the learned counsel, as per the judgment of the Hon'ble Supreme Court in **Beli Ram Vs. Rajinder Kumar & Another**, the Insurance Company should not have been made liable to pay with liberty to recover. We are unable to sustain the contention of the learned counsel for the Insurance Company.

3.The judgment in Beliram's case arose out of a proceeding under the Workmen's Compensation Act (Employees' Compensation Act). The decision of the Hon'ble Supreme Court was based on consideration of the provisions of the said enactment. The same cannot be applied to the proceedings under the Motor Vehicles Act, since Section 149(4) of the Motor Vehicles Act which reads as follows:- ***"(4) Where a certificate of Insurance has been issued under sub-section (3) of Section 147 to the person by whom a policy has been effected, so much of the policy as purports to restrict the insurance of the persons insured thereby by reference to any conditions other than those in clause (b) of sub-section (2) shall, as respects such liability as are required to be covered by a policy under clause (b) of sub-section (1) of Section 147, be of no effect."*** makes the insurer liable even in cases where there is a violation of policy conditions. However, proviso 2 of Sub-section 4 gives a right to the Insurance Company to pay the compensation and recover the same from the Insurer.

4.In view of Section 149, we do not think, we could apply the principle laid down in Beliram to the case on hand. No other contention has been urged by the Insurance Company. Hence, this Civil Miscellaneous Appeal fails and it is accordingly, dismissed. No costs.

(R.S.M.,J.) **(S.S.K.,J.)**
02.01.2023

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Internet:Yes
Index:No
Speaking

R.SUBRAMANIAN, J.
and
SATHI KUMAR SUKUMARA KURUP, J.

KKN

To:-

The Motor Accident Claims Tribunal,
Chief Judge, Court of Small Causes,
Chennai.

C.M.A.No.2891 of 2022
and
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