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IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION

Present:

The Hon'ble Justice Ananya Bandyopadhyay

FMA 1009 of 2024
CAN 1 of 2024

Reliance General Insurance Co. Ltd.

-Vs-

Pramila Naskar & Ors.

For the Appellants/insurance co. : Ms. Gopa Das Mukherjee

For the respondents/claimants. : Mr. Ashique Mondal

Heard on : 04.12.2024

Judgment on : 04.12.2024

Ananya Bandyopadhyay, J. :-

1. The Learned Advocates for the appellant/insurance company as well as the respondents/claimants are present.
2. The instant appeal had been filed against the judgment and order dated 14th March, 2024 passed by the learned Judge, Motor Accident Claims Tribunal, cum Additional District Judge, Fast Track 7th Court, Alipore, South 24 Parganas in MAC Case No. 5 of 2014.
3. The Learned Tribunal had disposed of the issues framed and granted the compensation to the tune of Rs. 5,00,000/- including

interest at the rate of 9 % per annum to be paid to the respondents/claimants.

4. An application under Section 163A of the Motor Vehicles Act, 1988 had been preferred by the respondents/claimants owing to the death of the victim who suffered an accident on 09.09.2013 at about 13.00 hours due to the involvement of the offending vehicle being a bus bearing registration No. WB/04F/7431 which being driven rashly and negligently hit the victim who had been a pedestrian on Biren Roy Road East. The victim ultimately succumbed to his injuries at Vidyasagar S.G. hospital, Behala.
5. The Learned Advocate for the appellant/insurance company did not dispute the occurrence of the accident nor the other ancillary issues including the involvement of the offending vehicle, the driving licence, the route permit etc.
6. The Learned Advocate representing the respondents/claimants submitted the insurance policy number with regard to the offending vehicle was reflected in Ext.4 to be the same to that of the policy number delineated in Ext. A. However, the chassis number and engine number stated in both the aforesaid documents were different and, therefore, the anomaly in the documents debarred the liability of the insurance company to pay the compensation amount.

7. The Learned Advocate representing the respondents/claimants submitted that the policy was issued in both the cases by the concerned insurance company, the flaw if any in the chassis number and the engine number did not involve the claimants/respondents or the owner's active role to be answerable. The Learned Tribunal to eradicate the claim of the insurance/company had asked the offending vehicle to be brought to the Court and had inspected the chassis number and the engine number of the same on own accord of the Court which was thereafter found to be correct. The claim of the Learned Advocate representing the appellant/insurance company is accordingly negated in the above premises.
8. Considering the judgment of the Hon'ble High Court in *Urmila Halder v. The New India Assurance Company Ltd*¹. and the same being affirmed by the Supreme Court in Special Leave Petition² and the notification dated 22nd May, 2018, the appellants/claimants are entitled to Rs.5,00,000/- towards just compensation with regard to second schedule 1(a) and notification dated 22nd May, 2018 and also the aforesaid observations of the High Court at Calcutta and the Hon'ble Supreme Court.

The second schedule 1(a) is as follows: -

"Fatal Accidents:

¹ 2019(2)TAC 143

² Special Leave Petition(Civil) No. 6260 of 2019

Compensation payable in case of Death shall be five lakh rupees.”

9. It was further submitted by the Learned Advocate for the appellant/insurance company that the Appellant/Insurance Company had deposited the entire awarded amount with an interest at the rate of 9 % per annum from the date of filing of the claim application as per the challan filed by the Learned Advocate representing the Appellant/Insurance company. The respondents/claimants are entitled to receive the balance amount of Rs. 5,00,000/- at the rate of 6% per cent per annum from the date of filing of the claim application till the date of actual realization.
10. The office of the Registrar General, High Court at Calcutta is to deduct the entire amount inclusive of the awarded amount as aforesaid along with an interest at the rate of 6 % per annum on the same from the date of filing of the claim application till the date of realization, from the deposited amount in this Court to the present respondents/claimants as mentioned in the award passed by the learned Judge, Motor Accident Claims cum Additional District Judge, Fast Track 7th Court, Alipore, South 24 Parganas in M.A.C. Case No. 5 of 2014 and refund the differential amount if any through a cheque to the learned advocate for the insurance company for the accounts of the insurance company.

11. The interest generated on the sum of money deposited by the appellant/insurance company at the office of the Learned Registrar General, High Court at Calcutta which has been further deposited in the nationalized bank by the office of the Learned Registrar General, High Court at Calcutta is to be apportioned to the present respondents/claimants. On proof of proper identification of the respondents/claimants subject to payment of ad valorem Court's fee and the sum of interest accrued on the aforesaid amount is to be refunded to the insurance company through distinct account payee cheques.
12. The instant appeal and connected application being are disposed of accordingly.
13. The interim order if any stand vacated.
14. Copy of the order be sent to the Department as well as the concerned tribunal as expeditiously as possible.

(Ananya Bandyopadhyay, J.)