IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO.433 OF 2016

1. National Insurance Co. Ltd.	}	
Mumbai Regional Office No.II	}	(Org. Opp.
4th Floor, Sterling Cinema Building, 65	}	No.4)
Murzban Street, Fort, Mumbai-400 001.	}	**...Appellant**

Versus

1. Smt.Chhaya Chandrakant Shegar	}	(Org. P.No.1)
Age-28 years, Occ: Household	}	
2. Chi.Raju Chandrakant Shegar	}	(Org. P.No.2)
Age-9, Occ: Education	}	
3. Chi. Rushikesh Chandrakant Shegar	}	(Org. P.No.3)
Age-7, Occ: Education	}	
4. Chi. Vishal Chandrakant Shegar	}	
Age-5, Occ: Education	}	
	}	
(Nos.2 to 4 are minors and represented by	}	
Petitioner No.1)	}	
5. Sou.Shakuntala Mahadeo Sagar	}	(Org. Applicant
Aged-52 years, Occ: Nil	}	No.5)
6. Chaya Arjun Chavan	}	(Org. Applicant
Age-36, Occ : Household	}	No.6)
	}	

All R/at Varne Abapuri, Taluka & District-Satara.	}	
7. Sachin Suryakant Asabe Age-Major, Occ: Driver R/at Shelave, Taluka-Pandharpur, District-Solapur.	} } } }	(Org. R/No.1)
8. Suresh Dhondiba Asabe Age-Major, Occ: Tractor Owner R/at Shelave Taluka.Pandharpur, District-Solapur	} } } }	(Org. R/No.2)
9. Ravindra Mahadeo Mahadik Age-Major, Occupation : Trolley Owner R/at Shevare, Taluka-Madha, District-Solapur.	} } } }	(Org. R/No.3) **....Respondents**

Mr.Rahul Mehta i/b KMC Legal Venture, for the Appellant.
Mr.kuldeep Nikam a/w Mr.Prasad Avhad, for Respondent Nos.1 to 6.

CORAM : SHIVKUMAR DIGE, J.

DATE : 10th MAY 2024

ORAL JUDGMENT :-

. The issue involved in this Appeal is liability fixed on the Insurance Company.

2. It is contention of the learned counsel for the Appellant that, the Tribunal has wrongly observed that tractor

was accompanied with the trolley and the combination can be called as a single vehicle. The accident occurred due to tractor. But this fact is not considered by the Tribunal. The tractor and trolleys are two separate vehicles. The tractor was not insured but trolley was insured. Then also the Tribunal has fixed liability on the Appellant-Insurance Company, which is erroneous. Hence, requested to allow the Appeal.

3. It is contention of the learned counsel for the Respondent-Claimant that, the accident occurred due to sole negligence of the driver of the tractor, the trolley was attached to the tractor. It is single vehicle. The offense was registered against the driver of the tractor. The Tribunal has considered all the aspects while passing judgment and order, no interference is required in it. Hence, requested to dismiss the Appeal.

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

5. While dealing with the issue of paying compensation the Tribunal has observed that trolley was attached to the tractor.

So it is single vehicle. A trolley cannot be said to be motor vehicle independently. It becomes a motor vehicle only if it is attached to a tractor. Moreover, when the tractor and trolley are together, they form a single vehicle. It cannot be said that tractor is different vehicle and trolley is different. Relying on the judgment of this Court in the case of ***D. Lakshmana Murthy and another V/s. V. Rajesh & Another***[1]***,*** the Tribunal has fixed liability on the Insurance Company. I do not find infirmity in it.

6. In my view, there is involvement of the trolley in the said accident. Accident is caused due to trolley and it was insured with Insurance Company, the Insurance Company is liable to pay compensation. Hence, I do not see merit in the contention that Insurance Company is not liable to pay compensation. It is contention of the learned counsel for the Appellant -Insurance Company that, the Tribunal has awarded interest @9% which is on higher side. Considering his submission I am considering interest on compensation amount @ 7.5%.

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

1 2001 ACJ 18

ORDER

(i) The Appeal is partly allowed.

(ii) The Claimant's are entitled @ 7.5% interest per annum on compensation amount fixed by the tribunal from the date of filing of Claim Petition till realization of the amount instead of 9%.

(iii) The Insurance-Company is permitted to withdraw excess interest amount.

(iv) The Claimant's are permitted to withdraw deposited amount alongwith accrued interest.

(v) The statutory amount alongwith interest be transferred to the Tribunal. Parties are at liberty to withdraw it, as per Rules.

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

(SHIVKUMAR DIGE, J.)