IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO. 712 OF 2016
WITH
INTERIM APPLICATION NO. 1537 OF 2024
IN
FIRST APPEAL NO. 712 OF 2016

Ladubai Khansab Pawar & Ors. ....Appellants

V/s.

Hanmant Namdeo Kamble & Ors. ....Respondents

WITH
FIRST APPEAL NO. 711 OF 2016
WITH
INTERIM APPLICATION NO. 1538 OF 2024
IN
FIRST APPEAL NO. 711 OF 2016

Bapu Rayappa Pawar & Anr. ....Appellants

V/s.

Hanmant Namdeo Kamble & Ors. ....Respondents

Mr. Kuldeep U. Nikam, for the Appellant in both the matters.
Mr. Ketan Joshi, for Respondent No.3 in both the matters.

CORAM : SHIVKUMAR DIGE, J.

DATE : 16th FEBRUARY, 2024

ORAL JUDGMENT:-

1. The issues involved in these Appeals are exoneration of the insurance company from paying compensation. These Appeals are preferred against the same judgment and order out of the same accident hence, I am deciding it by this common judgment.

2. It is contention of learned counsel for the Appellants that the Tribunal has observed that there was breach of terms and conditions of Insurance Policy as, driver of offending vehicle was not holding valid and effective driving license on the date of the accident and Insurance Company is not liable to indemnify, which is erroneous, hence requested to allow the Appeal.

3. It is contention of learned counsel for the Respondent-Insurance Company that the Claimants cannot be considered as aggrieved party against the Insurance Company as, the Claimants are only entitled for compensation in respect of the accident caused and they are not suppose to see from whose pocket they are getting compensation.

4. The learned counsel further submits that as per Section 173 of Motor Vehicles Act ["**M.V. Act**" for short], the Claimants cannot be considered as aggrieved party against the Insurance Company. At the most owner of the offending vehicle can challenge the order passed by the Tribunal. Hence, requested to dismiss the Appeals.

5. He relied on ***Balu Krishna Chavan V/s. The Reliance General Insurance Co. Ltd.*** And ***Biju R. & Ors. V/s./ Vivekanandan & Ors.***

6. I have heard both learned counsel. Perused judgment and order passed by the Motor Accident Claims Tribunal, Sangli ["**The Tribunal**" for short].

7. The issue involved in these Appeals is whether the Claimants can challenge the order passed by the Tribunal regarding exoneration of the insurance Company.

8. In my view, admittedly at the time of accident, driver of the offending vehicle was not holding effective and valid driving license. The offending vehicle was insured with the insurance company. There was contractual liability between the

Respondent-Insurance Company and owner of the offending vehicle. It is settled principle of law that if, there is breach of terms and conditions of the insurance policy, the Insurance Company is liable to pay the compensation and recover it from the owner of the offending vehicle. This Court has taken same view in First Appeal No. 410 of 2016. That Insurance Company is liable to pay compensation and recover it from the owner of the vehicle.

9. In view of above, I pass following order:

ORDER

i. The Appeals are allowed;

ii. The Respondent-Insurance Company shall deposit the compensation amount as fixed by the Tribunal along with accrued interest, within six weeks before the Tribunal;

iii. The Claimants are permitted to withdraw the deposited amount alongwith accrued interest thereon;

iv. The Respondent-Insurance Company is at liberty to recover the said amount alongwith accrued interest thereon from the owner of the vehicle.

v. All pending Civil and Interim Applications are disposed of.

(SHIVKUMAR DIGE, J.)