IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR

FIRST APPEAL NO.324 OF 2022

Appellant : (On R.A. Ori. Resp. No.1)	:		TATA AIG General Insurance Co. Ltd. Through its Authorized Signatory, The Orion, Third Floor, 5 Koregaon Park Road, Pune – 411 001.
			– Versus –
Respondents : (Ori. Claimant No.1)	:	1]	Vishal s/o Avinash Bhavsagar, Aged about 22 years, Occu : Student, R/o Kothurna, Tah. Mohali, Dist. Bhandara. Or Dighori, Lihigaon, Nagpur.
(Ori. Respondent No.2)		2]	Sanjay s/o Garibchand Kashyap, Aged about Major, Occ. Owner, R/o Mathani, Th. Mouda, Dist. Nagpur.

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Mr. H.N. Verma, Advocate for the Appellant.
Mr. K.P. Mirache, Advocate for Respondent No.1.
Mr. P.S. Pudke, Advocate for Respondent No.2.
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CORAM : M.W. CHANDWANI, J.
DATE : 21st AUGUST, 2024.

ORAL JUDGMENT :

Heard the learned Counsel for the parties.

02. **Admit**.

03. The impugned order is passed by the Motor Accident Claims Tribunal, Nagpur *(hereinafter referred to as "Tribunal" for short)* on 26th

November, 2020 below the application for grant of compensation under Section 140 of the Motor Vehicles Act, 1988 *(hereinafter referred to as "Act" for short)* in Motor Accident Claim Petition No.316 of 2018, thereby awarding an interim compensation of Rs.25,000/- towards 'no fault liability' to respondent No.1– claimant.

04. The impugned order is challenged by the appellant – Insurance Company on the ground that the policy in question is a fake and fabricated policy and therefore, respondent No.2 alone is liable to pay the compensation amount towards 'no fault liability' to the original claimant.

05. I have gone through the impugned order passed below Exh.5, which reveals the involvement of the offending vehicle i.e. TATA Ace bearing Registration No.MH-49-D-1379 in the accident. Form-AA and Panchanama of spot of incident also support the same. The claim of the insurance company is that the policy in question is a fake and fabricated policy and therefore, the insurance company is not liable under the said policy. At this stage, there is no need to go into that as *prima facie*, it can be noticed that the liability to pay compensation under No Fault Liability Clause can very well be read from the insurance cover.

06. Apart from the above, appropriate orders in case the claim petition fails, can be passed taking care of the interest of the appellant–Insurance

Company at the appropriate stage. The liability of the insurance company, whether to pay the compensation or not, can be gone into only upon appreciation of the evidence at the appropriate stage of the claim petition.

07. That being so, I hardly find any substance in the instant appeal. As such, the appeal fails. The same is dismissed.

08. The amount deposited in this Court by the appellant be remitted back to the Tribunal and the Tribunal will be at liberty to permit withdrawal of the said amount by imposing conditions, as it deems fit in the facts and circumstances of the case. No costs.

(M.W. CHANDWANI, J.)

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