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

FIRST APPEAL NO.15 OF 2024

Appellant : (Original N.A. No.2) : Shriram General Insurance Co. Ltd.
Office at T-5, Shradhs House, 3rd Floor,
345 Kingway, Nagpur – 440 001.

– Versus –

Respondents : :
1. Bhurelal s/o Raja Shelekar,
Age 42 years, Occ : Labour.
2. Golbi w/o Bhurelal Shelekar,
Age 40 years, Occ. House Hold Worker,
Both R/o. At Chakarda, Tq. Dharni,
Dist. Amravati.
3. Suresh s/o Soma Dhande,
Age- Major, Occ : Not Known,
R/o. At Post Ukupati, Tq. Dharni, Dist. Amravati.
(Register owner of Tractor bearing Registration
No.Mh-27-BB-2713)

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Ms. A.S. Athalye, Advocate for the Appellant.
None for the Respondents.
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CORAM : M.W. CHANDWANI, J.
DATE : 21st AUGUST, 2024.

ORAL JUDGMENT :

Heard learned Counsel for the appellant.

02. **Admit**.

03. This appeal questions the impugned award dated 25/07/2022 passed by the Motor Accident Claims Tribunal, Achalpur *(hereinafter referred*

to as "Tribunal" for short) in M.A.C.P. No.53 of 2017, thereby awarding the compensation of Rs.3,86,800/- to respondent Nos.1 and 2 on account of death of deceased Sachin Shelekar in a vehicular accident, which occurred on 04/05/2017.

04. The Tribunal, by holding that the deceased was not holding a valid driving licence at the time of accident and there is a breach of policy condition, directed the appellant to pay compensation of Rs.3,86,800/- along with interest at the rate of 7% per annum from the date of the petition till realization of the amount with liberty to recover the same from respondent No.3, the owner of the Tractor.

05. The only point raised in this appeal is that the Tribunal ought not to have passed the order directing the appellant to pay the compensation to respondent Nos.1 and 2 at the first instance and to recover the same from respondent No.3, the owner of the Tractor.

06. Ms. Athalye, learned Counsel for the appellant submitted that when the Tribunal in categorical terms has held that there is a breach of policy, the Tribunal ought to have exonerated the appellant from any liability and should not have directed the appellant to pay the compensation at the first instance and recover the same from respondent No.3. Therefore, she submits that the appeal be allowed.

07. Though the respondents, including the owner of the Tractor, were served, but nobody appeared on behalf of them. The law in this regard is well settled. Initially, in the case of ***National Insurance Company Ltd. vs. Swaran Singh and others – (2004) 3 SCC 297,*** and thereafter in subsequent decisions of the Supreme Court in ***National Insurance Co. Ltd. vs. Laxmi Narain Dhut – (2007) 3 SCC 700*** and ***Shamanna and another vs. The Divisional Manager, The Oriental Insurance Co. Ltd. and others – (2018) 9 SCC 650***, the principles laid down in *Swaran Singh (supra)* are reiterated, wherein, the Supreme Court has upheld the award passed by the Tribunal directing the Insurance Company to pay the compensation amount awarded to the claimants and thereafter recover the same from the owner of the vehicle in question, even though there is a breach of policy. This law still holds the field. Therefore, I do not find any force in the argument of the learned Counsel for the appellant that the impugned award passed by the Tribunal is erroneous.

08. In that view of the matter, no interference is required in the findings recorded by the Tribunal. The appeal is devoid of merits, hence, it is dismissed. No costs.

(M.W. CHANDWANI, J.)

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