IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

(i) FAO-1612-2015 (O&M)

United India Insurance Company

...Appellant

VERSUS

Rohit Kumar and others

...Respondents

(ii) FAO-1613-2015 (O&M)

United India Insurance Company

...Appellant

VERSUS

Lichhmi Devi and others

...Respondents

(iii) FAO-1663-2015 (O&M)

United India Insurance Company

...Appellant

VERSUS

Phooli Devi and others

...Respondents

(iv) FAO-1664-2015 (O&M)

United India Insurance Company

...Appellant

VERSUS

Telu Ram and others

...Respondents

(v) CR-2212-2015 (O&M)

United India Insurance Company

...Petitioner

VERSUS

Satpal and others

...Respondents

(vi) CR-2213-2015 (O&M)

United India Insurance Company

...Petitioner

VERSUS

Jaibir Singh and others

...Respondents

(vii) CR-2214-2015 (O&M)

United India Insurance Company

...Petitioner

VERSUS

Kamla and others

...Respondents

(viii) CR-2215-2015 (O&M)

United India Insurance Company

...Petitioner

VERSUS

Nanhi Devi and others

...Respondents

(ix) CR-2216-2015 (O&M)

United India Insurance Company

...Petitioner

VERSUS

Om Pati and others

...Respondents

Date of Decision: February 06, 2024

CORAM: HON'BLE MRS. JUSTICE ARCHANA PURI

Present: Mr.Vinod Chaudhri, Advocate
for the appellants/petitioners.

Mr.Arun Sharma, Advocate
for respondent No.1-claimants.

None for other respondents.

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ARCHANA PURI, J.

These are bunch of four appeals and five civil revision petitions filed by the United India Insurance Company, as detailed aforesaid, to assail the consolidated Award dated 14.11.2014 passed by learned Motor Accident Claims Tribunal, in **nine** separate claim petitions filed by injured-claimants, namely, Smt.Phooli Devi, Satpal, Jaibir Singh, Telu Ram, Smt.Kamla, Smt.Nanhi Devi, Rohit Kumar, Om Pati, on account of injuries sustained by them, in a motor vehicular accident, which took place on 21.01.2013 and by LRs of Mange Ram, who died in the same accident, whereby, the compensation was granted to the injured-claimants and LRs of Mange Ram, on account of his death.

For the convenience of discussion, the parties are referred to as making appearance before learned Tribunal.

The facts germane to be noted, are as follows:-

That, on 21.01.2013, in the morning, Jaivir along with other persons, went to village Dandota to attend the condolence meeting, on the death of some relative, in a vehicle bearing registration No.HR-39C-1273. While, on return journey, at about 6.00 p.m., when they reached near village Ghimana, respondent No.1-Baljit, suddenly drove the vehicle, in a rash and negligent manner and ultimately, hit the vehicle against a water tank, as a result whereof, all the occupants of the vehicle sustained multiple and grievous injuries. However, Mange Ram s/o Hari Singh had succumbed to his injuries, whereas, some injured were referred to PGI, Rohtak for treatment. The accident had taken place due to rash and negligent driving on the part of Baljit, while driving the vehicle bearing registration No.HR-39C-1273.

Consequently, all the injured had filed separate claim petitions for seeking compensation, on account of injuries sustained by them in the accident in question and LRs of deceased Mange Ram also filed claim petition, for seeking compensation, on account of his death, in the same accident.

On appraisal of the evidence adduced, learned Tribunal had granted compensation to all the injured as well as to the LRs of deceased Mange Ram. Besides the same, vide impugned Award, the liability to make the payment of the compensation, so worked upon, was also held to be joint and several of the respondents. Simultaneously, it was held that the insurance company was required to make the payment as the vehicle in question was insured one.

So far as, the fact of accident and manner of its taking place is concerned, the evidence adduced, has been appropriately appraised by learned Tribunal. Moreover, the owner, driver and the insurance company have not challenged the finding qua the same, which, as such, do no warrant any further scrutiny. Be it noted that all the appeals and civil revision petitions have been filed by the insurance company, to assail the liability, so fastened, to be joint and several and that the insurance company has been made liable to indemnify the loss and make the payments to the claimants.

It is put forth by learned counsel for the appellants/petitioners that at the relevant time of accident, the offending vehicle was driven in gross violation of the conditions of the insurance policy. Moreover, there was over-crowding of the passengers in the offending vehicle. Besides the same, also private vehicle was being used for commercial purposes. In the light of the same, it is submitted that the insurance company be absolved of the liability, so fastened, to pay the compensation.

On the other hand, learned counsel for the respondents-claimants has assiduously resisted the claim of the insurance company. He submits that no satisfactory evidence has been led on both the aforesaid counts, on which the submissions have been made by learned counsel for the insurance company. Rather, he submits that learned Tribunal has appraised the evidence in correct perspective and has rightly saddled the insurance company together with driver and owner of the offending vehicle, to pay the compensation, so worked upon.

In the light of the aforesaid submissions, so made, it is essential to note that the insurance policy has been proved on record as Ex.RD, which reveals the same to be a private car package policy. It is for the period 02.07.2012 upto 01.07.2013, which covers the date of accident, which took place on 23.01.2013. So far as, the plea of violation of the conditions of the insurance policy is concerned, it should be noted that the driving licence of Baljit-respondent No.1, which is coming on record, reveals about the same to be authorising him to drive motorcycle (WG) and LMV (NT) and it was valid upto 21.06.2029. Registration Certificate of the offending vehicle reveals that it belongs to the class of vehicle i.e. LMV(Jeep/Gyspy), maker classification (Cruiser Classic). Seating capacity as mentioned in RC is

'10'. In the light of the said recitals, Baljit-driver of the offending vehicle, as such, was having a valid driving licence, at the time of accident. There is nothing, as such, coming on record, about there to be violation of terms and conditions of the insurance policy, so far as, driving licence of driver of the offending vehicle is concerned.

Though, plea has also been taken about the private car being used for commercial purposes and it was carrying more than double the passengers, at the relevant time, but however, no satisfactory evidence, to establish this fact, has been led. In fact, the recitals of the RC, as observed aforesaid, shows about the seating capacity of this vehicle to be of '10' persons. Though, it is claimed that it was more than 20 passengers, being occupants of the vehicle in question, at the relevant time, but however, relating to the same, no satisfactory evidence, as such, has come on record.

It is essential to note that respondent No.1-Baljit, had stepped into witness box as RW-1 and while facing cross-examination, at the behest of learned counsel for the insurance company, a suggestion was given about the said vehicle being used as commercial vehicle or that it was carrying passengers, more than its capacity, in violation of the terms and conditions of the policy cover, but however, this suggestion was categorically denied. Meaning thereby, the number of the occupants were not '20', as asserted. Even, the claim petitions, which have been filed, related to the injuries caused to eight persons and there was one death. Meaning thereby, there were nine occupants, established to be the occupants, besides the driver. This number of persons travelling, at the relevant time, falls within the purview of seating capacity of '10' as mentioned in the RC. Thus, the aforesaid two counts, do not stand established.

Since, it was a package policy, there is no scintilla of doubt, about policy covering the liability of the insurer for payment of the compensation to the occupants of the vehicle in question, who had sustained injuries and one person, who had died in the accident in question.

In the given circumstances, the liability having so fastened upon the insurance company together with driver and owner, being joint and several, is appropriate one, which calls for no interference by this Court. Hence, the findings, so recorded by learned Tribunal stands affirmed.

Resultantly, all the four appeals and five civil revision petitions, sans merit and are hereby dismissed.

February 06, 2024 **(ARCHANA PURI)**
Vgulati **JUDGE**

Whether speaking/reasoned **Yes**
Whether reportable **Yes/No**