Form No. J(2)

IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION
APPELLATE SIDE

Present:
The Hon'ble Justice Ananya Bandyopadhyay

FMA 211 of 2025

Bajaj Allianz General Insurance Company Limited
Versus
Renuka Sahu & Ors.

With

COT/42/2025

Renuka Sahu & Anr.
-Vs.-
Bajaj Allianz General Insurance Company Limited & Ors.

For the Appellant/Insurance Company	:	Mr. Soumalya Ganguli
For the Respondents/Claimants	:	Mr. Amit Ranjan Roy
Heard & Judgment on	:	3rd September, 2025.

Ananya Bandyopadhyay, J:

1. The Learned Advocates representing the respective parties are present in Court today.

2. The instant appeal had been preferred against the impugned judgment and order dated 30.01.2021 passed by the Learned Additional District Judge, Motor Accident Claims Tribunal, Fast Track Court – II, Tamluk, Purba Medinipur in M.A.C. Case No. 08 of 2017.

3. The Learned advocate representing the appellant/Insurance Company submitted to have filed the instant appeal on the ground that the Learned Tribunal disregarded the fact that the Insurance policy issued by the appellant/Insurance Company with regard to the vehicle number being WB-59/1819 being a truck had the policy coverage till the midnight of 7th March, 2012 and the effectivity of the said Insurance policy expired prior to the date of accident being 6th May, 2012. Since the offending vehicle was not covered under the Insurance policy on the date of the accident the present appellant/Insurance Company was not liable to pay the compensation awarded by the Learned Tribunal.
4. The Learned Advocate representing the respondents/claimants submitted that the appellant/Insurance Company did not raise the plea of the expiry of the Insurance policy prior to the date of the accident before the Learned Tribunal. Moreover, the seizure list as well as the charge-sheet mentioned the involvement of the offending vehicle as aforesaid to have been equally responsible with that of the other offending vehicle insured under the respondent no. 5 being the National Insurance Company and the Learned Tribunal had rightly apportioned the compensation amount equally between both the Insurance Companies. The Learned Advocate representing the respondent no. 5, National Insurance Company Limited submitted to have disbursed the

amount of compensation to the extent of 50% as directed by the Learned Tribunal in the impugned Judgment and order and accordingly absolved from making further comments.

5. Since the occurrence of the accident, the driving licence, route permit etc and other ancillary issues are not disputed by the learned advocate representing the appellant/Insurance Company, this Court restrict itself only to the extent of determine the above-mentioned issues.

6. Considered the rival contentions of the Learned Advocates representing the respective parties.

7. The appellant/Insurance Company was given the opportunity to cross-examine the prosecution witness no. 2 being the eye-witness in the capacity of O.P.W. No. 4. However, during the course of such cross-examination, the appellant/Insurance Company did not pose any question with regard to its liability to disburse the compensation amount apart from questioning its involvement in the occurrence of the accident to be questionable. Moreover, the appellant/Insurance Company did not adduce further evidence in the form of defence witness to authenticate its claim that the Insurance policy after being expired on 7th March, 2012 had not been renewed and the appellant/Insurance Company was under no circumstances liable to pay the compensation awarded. The appellant/Insurance Company

further had the opportunity to cross-examine P.W.1 wherein the appellant/Insurance Company refrained to raise any question with regard to the expiry of the Insurance policy. However, the charge-sheet marked as Exhibit – 2 as well as the seizure list marked as Exhibit – 3 denoted the involvement of the offending vehicle being a truck bearing registration no.- WB-59/1819 being injured under the present appellant/Insurance Company with a vivid description of its involvement in the accident along with the other vehicle being a truck bearing registration no. WB-29A/2177 which was under a valid Insurance coverage till 12th May, 2012 covering the date of the accident on 6th May, 2012. The involvement of the offending vehicle insured under the appellant/Insurance Company, therefore, could not be contradicted at this stage where oral and documentary evidence evinced the same. However, the Insurance policy seized under the seizure list marked Exhibit-3 mentioned the Insurance policy issued by the appellant/Insurance Company in favour of the offending vehicle bearing registration no. WB-59/1819 to be valid till 7th March, 2012 prior to the date of the accident. The appellant/Insurance Company has failed to prove as to whether the policy, as aforesaid, was subsequently renewed. The appellant/Insurance Company is, therefore, to pay the compensation to the extent of 50% out of the consolidated sum of Rs.5,00,000/- with regard to second schedule 1(a) and Notification dated 22nd May, 2018 and decisions of the Hon'ble Supreme Court in Urmila Haldar Vs. The New India Assurance Company Ltd and also the aforesaid observations of the High Court at Calcutta and the Hon'ble Supreme Court.

The second schedule 1(a) as aforesaid is stated as follows: -

"Fatal Accidents:

Compensation payable in case of Death shall be five lakh rupees."

8. The appellant/Insurance Company thereafter recovered the same from the owner of the offending vehicle on strict proof before the appropriate forum.

9. The impugned judgment passed by the aforesaid tribunal is modified to the extent of Rs. Rs.5,00,000/- along with interest to be paid at the rate of 6 % per annum from the date of filing of the application till the date of its actual realization.

10. The Learned Advocate representing the appellant/insurance company is to deposit the balance sum of Rs. 1,03,000/- along with 6 % interest per annum from the date of filing of the application till the date of its realization before the office of the Learned Registrar General, High Court, Calcutta within a period of two months from the date of passing of this order.

11. The Office of the Learned Registrar General, High Court at Calcutta, shall encash the cheques and thereafter disburse the

entire awarded amount so deposited with accrued interest directly to the Bank accounts of the respondents/claimants in equal proportion as mentioned in the impugned judgment of the Learned Additional District Judge, Motor Accident Claims Tribunal, Fast Track Court - II, Tamluk, Purba Medinipur in M.A.C. Case No. 08 of 2017 on proof of proper identification of the respondents/claimants subject to payment of ad valorem Court fees. The Office of the Learned Registrar General, High Court at Calcutta will instruct the claimants to provide details of their Bank accounts with relevant documentary proof, prior to such disbursal as aforesaid

12. The instant appeal and connected application are disposed of accordingly.

13. The TCR be sent down to the concerned Tribunal forthwith.

14. Copy of the order be sent to the Department as well as the concerned tribunal as expeditiously as possible.

(Ananya Bandyopadhyay, J.)

Srimanta, A.R.(Ct.)