



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO. 10525 OF 2024

ICICI General Insurance Co. Ltd.
Through its Authorized signatory
Vaidyanath Plaza, Shivaji Chowk,
Barshi Road, Beed, Tq. & Dist. Beed

ICICI Lombard General Insurance Company Ltd.,
Through its Branch Manager,
1st Floor, Plot No.233-234, Shri Swami Samarth,
Srushti Samarth Nagar, Varad Ganesh Mandir Road,
Above Karnataka Bank, Samarth Nagar,
Chatrapati Sambhajinagar.

.....PETITIONER
(Orig. R.No.03)

VERSUS

1. Shaikh Rehan S/o. Shaikh Yunus
Age: 5 years, Occu. Under guardianship of mother
Shaikh Yasmin Shaikh Buran (before marriage)
Shaikh Yasmin Wd/o. Shaikh Yunus (after marriage)
Age: 26 years, Occu.: Household,
R/o. Nalwandi Naka, Beed,
Tq. & Dist. Beed.
2. Sonali Dinesh More,
Age: 40 years, Occu. Business,
R/o. M.I.D.C. Karimpura,
Shukrawar Peth, Beed,
Tq. & Dist. Beed.
3. Ganesh S/o. Shivaji Gaikwad,
Age: 36 years, Occu: Driver,
R/o. Kala Hanuman Thana, Beed,
Tq. & Dist. Beed.

.....RESPONDENTS
(R.No.01-Orig. Claimant
R.Nos.02 & 03 – Orig. R.Nos.01 & 02)

AND
WRIT PETITION NO. 10545 OF 2024

ICICI General Insurance Co. Ltd.
Through its Authorized signatory
Vaidyanath Plaza, Shivaji Chowk,
Barshi Road, Beed, Tq. & Dist. Beed

ICICI Lombard General Insurance Company Ltd.,
Through its Branch Manager,
1st Floor, Plot No.233-234, Shri Swami Samarth,
Srushi Samarth Nagar, Varad Ganesh Mandir Road,
Above Karnataka Bank, Samarth Nagar,
Chatrapati Sambhajinagar.

.....PETITIONER
(Orig. R.No.03)

VERSUS

1. Shaikh Yasmin Shaikh Buran (before marriage)
Shaikh Yasmin Wd/o. Shaikh Yunus (after marriage)
Age: 26 years, Occu.: Household
2. Shaikh Rehan S/o. Shaikh Yunus
Age: 5 years, Occu. (Under guardianship of
mother respondent no.1)

Both R/o. Nalwandi Naka, Beed,
Tq. & Dist. Beed.
3. Sonali Dinesh More,
Age: 40 years, Occu. Business,
R/o. M.I.D.C. Karimpura,
Shukrawar Peth, Beed,
Tq. & Dist. Beed.
4. Ganesh S/o. Shivaji Gaikwad,
Age: 36 years, Occu: Driver,
R/o. Kala Hanuman Thana, Beed,
Tq. & Dist. Beed.

Mr. M. R. Deshmukh, Advocate for the Petitioner

CORAM : ROHIT W. JOSHI, J.

DATED : 05TH AUGUST, 2025

ORAL JUDGMENT :-

. Present petitions take exception to orders dated 21.09.2023 passed by the learned Member, Motor Accident Claims Tribunal, Beed, rejecting applications filed by the petitioner/insurance company for dismissal of claim petitions as barred by limitation in view of Section 166(3) of the Motor Vehicles Act, 1988 (hereinafter referred to as 'the M.V. Act'). The petitions arise out of two separate claim petitions, both of which arise out of same accident.

2. The respondent no.1 has filed claim petition no.446 of 2022 seeking compensation for personal injuries suffered in a motor accident occurred on 03.05.2022. Likewise, claim petition no.445 of 2022 is filed by respondent nos.1 and 2, seeking compensation on account of demise of father of respondent no.2 and husband of respondent no.1 in the same motor accident, which occurred on 03.05.2022.

3. Both these claim petitions are filed on 03.11.2022. The claim petitions are registered on 14.11.2022, upon payment of

requisite court fees. It will also be pertinent to state that the official website shows date of filing of claim petitions as 10.11.2022.

4. Section 166 of the M.V. Act initially did not provide for any limitation. However, vide the Motor Vehicles (Amendment) Act, 2019, which has come into force with effect from 01.04.2022, limitation of six months is introduced for filing claim petitions as per Section 166(3). The limitation is required to be computed from the date of accident.

5. In both these matters, the petitioner/insurance company filed applications for dismissal of claim petitions on the ground of limitation. The learned Member has rejected both these applications holding that the accident has occurred on 03.05.2022 and the petitions which are filed on 03.11.2022 are filed within prescribed period of limitation of six months. It appears from the contents of the present petitions that the learned Member had called for report regarding the date of filing from the office Superintendent, who has stated that the claim petitions were filed on 03.11.2022 and not on 10.11.2022.

6. The learned Counsel for the petitioner contends that the petitions were filed beyond the prescribed period of limitation in as much as the same were filed on 183rd day and therefore, they are clearly barred by limitation. His contention is that the term 'six months' must be interpreted as 180 days and accordingly, it should be held that the petitions are filed beyond the prescribed period of limitation. The term month is defined under Section 3(35) of the General Clauses Act, 1897 to mean month according to British Calender. The provisions of the General Clauses Act are applicable to Central Acts, which have come into force after the commencement of the said Act. The definitions of terms defined under the said Act are applicable to other enactments as well unless the subject or the context suggests otherwise. There is nothing in Section 166 of the M.V. Act to suggest that definition of the term 'month' as defined under the said Act should not be adopted for computation of period of limitation under Section 166(3). Therefore, the term 'six months' will have to be considered as six calender months and not 180 days as is contended by the petitioner.

7. The accident has occurred on 03.05.2022. The claim

petitions are filed on 03.11.2022. In this regard, it will be appropriate to refer to Section 9 of the General Clauses Act, which provides that for the purpose of commencement and termination of time, the first day in the series of days should be excluded. Thus, 03.11.2022 i.e. the date of accident will have to be excluded for the purpose of computation of limitation. The limitation will have to be counted from 04.05.2022. The period of six months will come to an end on 04.11.2022. The claim petitions filed on 03.11.2022 is therefore within limitation. In this regard, it will be appropriate to refer to the judgment of the Hon'ble Supreme Court in the matter of ***Saketh India Limited and Ors. Vs. India Securities Limited*** reported in ***1999 (1) Crimes 132 (SC)***. The said matter pertains to computation of limitation for filing complaint under Section 138 of the Negotiable Instruments Act, 1981. In the said case, period of 15 days for making payment as per Section 138 of the N.I. Act expired on 14.10.1995. In view of that, it was held that cause of action for filing complaint was to begin from 15.10.1995 and therefore, the said date i.e. 15.10.1995 was to be excluded for computation of limitation and the complaint which was filed

on 15.11.1995 was held to be within limitation.

8. Similarly, in the present case the date of accident i.e. 03.05.2022 will have to be excluded and limitation will commence from 04.05.2022 and as such it will be have to held that claim petition filed on 03.11.2022 is filed within limitation.

9. In view of the above, no fault can be found in the impugned orders passed by the learned Tribunal holding that the claim petitions are filed within the prescribed limitation.

10. Both the Writ Petitions are therefore dismissed with no orders as to cost.

11. Civil Application, if any, stands disposed of.

(ROHIT W. JOSHI, J.)