IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

923 FIRST APPEAL NO. 1058 OF 2015

UNITED INDIA INSURANCE COMPANY LTD.
VERSUS
SHOBHA PRAKASH CHAVAN AND OTHERS
...
Mr. S. V. Kulkarni, Advocate for Appellant
Mr. R. B. Dhakane, Advocate for Respondent Nos.1 to 4
...

WITH
CIVIL APPLICATION NO. 131 OF 2015
IN FA/1058/2015

UNITED INDIA INSURANCE COMPANY LTD.
VERSUS
SHOBHA PRAKASH CHAVAN AND OTHERS
...

CORAM : AJIT B. KADETHANKAR, J.
DATE : 01.10.2025

PER COURT :-

1. Feeling aggrieved by the judgment and order dated 30.06.2014, passed by the learned Motor Accident Claims Tribunal, Ahmednagar, in MAC Cast No.94 of 2008, the appellant has preferred this First Appeal.

2. It was contended that on 03.11.2007, one Prakash Chavan and his family members were traveling as labourers in a trolley which was

attached to a tractor bearing registration no. MH-11-G-4158. It is further contended that due to a sudden jerk, Prakash Chavan fell down from the trolley and sustained grievous head injuries, which ultimately resulted in his death. Pursuant to the said incident, the original claimants i.e., present respondent nos. 1 to 4 filed a claim petition under Section 166 of the Motor Vehicles Act before the learned Member, Motor Accident Claims Tribunal, Ahmednagar, seeking compensation of Rs. 7,78,000/- to be recovered jointly and severally from respondent no. 1, present respondent no. 5, and the appellant.

3. Upon hearing the parties and assessing the evidence on record, the learned Tribunal passed the impugned judgment and award, thereby holding the owner and the insurer of the tractor jointly and severally liable to pay compensation of Rs. 8,19,000/- to the claimants. Aggrieved by the said judgment and award, the appellant/Insurance Company has preferred the present appeal.

4. With the able assistance of learned counsel Mr. S. V. Kulkarni and Mr. R. B. Dhakane, I have perused the record and proceedings of the case. For convenience, the parties shall be referred to by their factual status to avoid ambiguity.

5. Mr. S. V. Kulkarni, learned counsel for the appellant, submitted that the sole objection in this First Appeal is that the trolley in which the deceased was traveling was not insured with the appellant/Insurance Company. He further submitted that although the tractor was duly insured with the appellant at the relevant time, the attached trolley was not covered under the said insurance policy. In support of his contention, he placed reliance on the judgment of this Court in ***Chandrakant vs. Majlasbai & Others, reported in 2018 (1) T.A.C. 549 (Bom)***, and urged that under the given circumstances, the appellant/Insurance Company be exonerated from the liability of indemnifying the owner of the tractor.

6. Per contra, Mr. R. B. Dhakane, learned counsel for the claimants, drew attention to the latest pronouncement of the Hon'ble Supreme Court in ***Royal Sundaram Alliance Insurance Company Limited vs. Smt. Honnamma, reported in AIR 2025 SC 2641***, and placed reliance on paragraphs 9 to 12 of the said judgment which reads as follow :

> *"9. Heard the learned counsel for the appellant and perused the material/evidence on record. We have given serious consideration to the issue as it raises a mixed question of fact and law where both have to be harmoniously balanced.*
> *10. In the present case, the admitted fact is that the incident occurred while a tractor which was insured with the Appellant*

was attached to a trailer and on the trailer a person was present who due to an unfortunate accident, fell off the trailer which was being pulled by/driven by/attached to the tractor, resulting in the death of such person.

11. Therefore, the undisputed position is that the trailer was being pulled by/attached to the tractor and then the trailer on which the deceased was present, turned turtle/upturned, resulting in his death. From the above, it is clear that the tractor which was insured was the reason for the accident. It is not the case that only because of some fault on the part of the trailer stand-alone, the accident happened. To explain, we may give an example: that had the trailer been stationary at a place and due to some reason, it overturned or a mishap happened, then without the trailer being specifically insured the Appellant would not be liable to pay, but here the main cause of the accident was the tractor which was pulling/driving/moving the trailer and in such sequence of events, the trailer upturned. Thus, the accident was caused by the tractor, as during the course of being driven/pulled by the tractor, the accident occurred.

12. Thus, the liability of the tractor/its insurer extended to the accident caused by the tractor resulting in the death of the deceased, through the trailer. This being the position in the present case, the principles emanating from the decisions where the Courts have held that the trailer has to be separately registered with the insurance company to make it liable, would not be applicable. To that extent, the facts in the present case are clearly distinguishable from the ones cited by learned counsel for the appellant. The legislation i.e., the MV Act, being beneficial and welfare-oriented in nature [Ningamma v United India Insurance Co. Ltd., (2009) 13 SCC 710; K Ramya v National Insurance Co. Ltd., 2022 SCC OnLine SC 1338, and; Shivaleela v Divisional Manager, United India Insurance Co. Ltd., 2025 SCC OnLine SC 563] and ultimately the root cause of the accident being the tractor, which was insured, this crucial fact cannot be lost sight of. For further clarification, we might illustrate: if an

> *insured vehicle hits another vehicle which in turn hits a third vehicle, then for the entire chain of accidents, the liability would pass on to the vehicle which was the root cause of the accident because it is the result of the action in the same chain of events which cannot be segregated or compartmentalized. Moreover, this Court is duty-bound to be mindful of the ground realities of our nation and cannot let practicality be overshadowed by technicality."*

7. He submitted that the Hon'ble Supreme Court has now clarified that even if the trolley is not insured and if the liability arises out of the use of such a trolley while attached to an insured tractor, the Insurance Company shall be liable if the tractor is covered under a valid insurance policy. He further contended that the present case is squarely covered by the judgment in ***Honnamma*** (supra) and, therefore, the appeal must fail.

8. Upon hearing the submissions, I have framed the following point for my consideration :

Sr. No.	Point	Finding
1.	Whether the learned Tribunal has committed an error in holding the appellant jointly and severally liable to satisfy the impugned award ?	No.
2.	What order ?	As per final order.

9. The material facts of the case are undisputed. It is not in dispute that the deceased Prakash Chavan was traveling in a trolley and fell

therefrom, sustaining injuries. It is also not disputed that the trolley was uninsured, but was at the relevant time attached to and being pulled by tractor bearing registration no. MH-11-G-4158. The said tractor was owned by respondent no. 5 and insured with the appellant/Insurance Company.

10. In view of the law laid down by the Hon'ble Sureme Court in the case of ***Honnamma*** (supra) it is evident that the trolley was not stand alone, but at the relevant time it was attached and was being driven by the tractor that was insured with the appellant/Insurance Company. In view of that and in the light of the finding rendered by the Hon'ble Supreme Court in ***Honnamma's*** case (supra) the objections raised by the appellant/Insurance Company in the present matter does not hold any merit.

11. Mr. S. V. Kulkarni, learned counsel for the appellant/Insurance Company, has fairly conceded the extant legal position in view of the judgment in ***Honnamma*** (supra), and has submitted that the only issue raised in this appeal pertains to the insurer's liability in such a situation.

12. In view of this, I pass the following order :-

ORDER

a. First Appeal stands dismissed.

b. Any amount, if deposited by the Insurance Company in this Court pursuant to any order passed by this Court together with statutory amount, the claimants/present respondent nos.1 to 5 are permitted to withdraw with accrued interest thereon, in proportion, if any as directed by the learned Tribunal.

c. Security/surety/undertaking, if any given by the claimants, stands discharged.

d. Pending Civil Application(s), if any, also stands disposed of in view of disposal of the First Appeal.

13. This Court appreciates the assistance rendered by both the learned counsels for early and precise disposal of the appeal, considering the settled position of law.

[AJIT B. KADETHANKAR, J.]

PRW