IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO. 259 OF 2024

Suresh Ambadas Pawar
Age : 58 years, Occ : Nil
R/o. C/o. Dattatray Bhosle, 27/5 Nirale Vasti,
Murarji Peth, Solapur ... Appellant

Versus

1 Laxman Narayan Patole
Age : 53 years, Occ : Business
R/o. Ganesh Nagar, Geverai, Dist – Beed.

2 United Insurance Co. Ltd.
Divisional Manager,
Division Office, Navi Peth, Solapur ... Respondents

....

Mr. Rajshekhar S. Alange, Advocate for the Appellant.
Mr. Sandeep S. Jinsiwale, Advocate for Respondent No.2-Insurance Company.

CORAM : SHIVKUMAR DIGE, J.
DATED : 24th JUNE, 2025.

ORAL JUDGMENT :

1. This appeal is preferred by the appellant / claimant against the Judgment and Order passed by the Motor Accident Claims Tribunal, Solapur (for short “the Tribunal”).

2. It is contention of learned counsel for appellant/claimant that the Tribunal has exonerated the insurance company from paying compensation on the ground that at the time of accident driver of offending vehicle was not holding effective and valid driving licence. The Tribunal should have passed pay and recover order as there was breach of terms and conditions of insurance policy hence requested to allow the appeal.

3. It is the contention of learned counsel for respondent No.2-insurance company that at the time of accident driver of offending vehicle was not holding effective and valid driving licence and this fact was proved before the Tribunal. The Tribunal has passed well reasoned order no interference is required in it and requested to dismiss the appeal.

4. Though respondent No.1 served, none present for respondent No.1. As the appeal was filed in the year 2018 hence I am deciding it on merit.

5. I have heard both the learned counsel. Perused Judgment and order passed by the Tribunal. While awarding compensation, the Tribunal has observed that the driver of offending vehicle was not holding effective and valid driving licence. There was breach of terms and conditions of insurance policy on that ground the Tribunal has exonerated the insurance company and has fixed liability on owner of the offending vehicle i.e. respondent No.1. In my view, admittedly, at the time of accident offending vehicle was insured with the Insurance Company. It is settled principle of law that if there is breach of terms and conditions of insurance policy, the Insurance Company has to pay the compensation to the claimant and recover it from the owner of the offending vehicle. But this fact has not been considered by the Tribunal. In view of above, I pass following order:

ORDER

i. The appeal is allowed.

ii. The Respondent No.2 -Insurance company shall pay the compensation amount awarded by the Tribunal along with interest to the claimant and recover it from the owner of the offending vehicle i.e. respondent No.1.

iii. Respondent No.2/Insurance company shall deposit the compensation amount along with interest within eight weeks after receipt of the order.

iv. The claimants are permitted to withdraw the deposited amount along with accrued interest thereon.

v. R & P be sent back to the Tribunal.

vi. All pending applications, if any, also disposed of.

(SHIVKUMAR DIGE, J.)