IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO.1170 OF 2023

Reliance General Insurance Co. Ltd. Add: 517/A2, R.D. Vichare Complex, Gemstone Building, In front of R.L. Jewellers, Near Central S.T. Stand, Kolhapur (Insurer of Motorcycle No.MH-09-CT-9407)	}	**...Appellants**

Versus

1. Shri.Dipak Ananda Patil Age-25 years, Occ: At present Nil R/o. Kotoli, Taluka-Panhala, District-Kolhapur	}
2. Shri.Bajirao Bapu Patil Age-Major Years, Occ: Busines R/o.Kumbhar Galli, Bhacharwadi Road, Kotoli, Taluka-Panhala, District-Kolhapur, (Owner of Motorcycle No.MH-09-CT-9407)	}
3. Shri.Yogesh Bajirao Patil Age-25 years, Occ: Service R/o.Kumbhar Galli, Bhacharwadi Road, Kotoli, Taluka-Panhala, District-Kolhapur, (Driver of Motorcycle No.MH-09-CT-9407)	}
4. Shri.Bajirao Shankar Patil Age-Adult, Occ: Agriculture R/o Porle Tarf Thane, Tal-Panhala,	}

District-Kolhapur	}	
(Owner and Driver of Tractor No.MH-09-U-4007)	}	
	}	**...Respondents**

Ms.Shalini Shankar, for the Appellant.
Mr.Sudhakar G. Thorat, for Respondent No.1.

CORAM : SHIVKUMAR DIGE, J.

DATE : 15th JULY 2025

ORAL JUDGMENT :-

. The issue involved in this Appeal is, the Pillion Rider was not covered under Insurance Policy.

2. It is contention of the learned counsel for the Appellant that, due to accident, Pillion Rider got injured. No premium was paid for Pillion Rider and Insurance was not covered for Pillion-Rider, but this fact has not been considered by the Tribunal and requested to allow the Appeal.

3. It is contention of learned counsel for the Respondent-Claimant that, the policy of the offending motorcycle was package policy, which includes the Pillion Rider. The Tribunal has passed well reasoned order and no interference is required in it and requested to dismiss the Appeal.

4. I have heard both learned counsel. Perused judgment and order passed by the Motor Accident Claims Tribunal ('The Tribunal' for short), Kolhapur.

5. It is contention of learned counsel for the Appellant-Insurance Company that, the Pillion Rider was not covered under the Insurance Policy. The policy produced on record shows that, it was package policy which covers Pillion Rider. Moreover, in the written statement, no defence was taken about non-covering of Pillion Rider under Insurance Policy. Considering these facts, the Appeal is devoid of merit and I pass following order.

ORDER

(i) The Appeal is dismissed.

(ii) The Claimants are permitted to withdraw deposited amount along with accrued interest.

(iii) The statutory amount alongwith interest be transferred to the Tribunal. Parties are at liberty to withdraw it, as per Rules.

(iv) Record and Proceedings be sent back to the Tribunal.

(v) All pending Civil and Interim Applications are disposed of.

(SHIVKUMAR DIGE, J.)