IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO. 1837 OF 2010

	The New India Assurance Co. Ltd. Sangli Branch, Sangli, District Sangli	… Appellant
	Versus	
1	Sujata Ravindra Pawar Age 32 years, Occ : Housewife.	
2	Ravindra Vishwanath Pawar Age 40 years, Occ : Nil Both resident of Rethare Haranaksh Tahsil Walva, District Sangli	
3	Sunil Sarjerao Jadhav Occ : Vehicle Owner and Driver Residing at Savantpur Colony, Near Kirloskar Wadi, Tal. Palus, District Sangli	… Respondents

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Mr. S. M. Dange, Advocate for the Appellant.
Mr. Mayank Tripathi i/b. Mr.Bhushan Walimbe, Advocate for the Respondent Nos. 1 to 2.
Mr. Suraj S. Mhadgot a/w. Mr. Harsh Khot, Advocates for Respondent No.3.

CORAM : SHIVKUMAR DIGE, J.
DATED : 23rd JULY, 2025.

ORAL JUDGMENT :

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

2. It is contention of learned counsel for the appellant/Insurance

Company that the policy was issued on 04.03.2005 and it was effective from 07.03.2005. The accident occurred on 04.03.2025 at 6:00 p.m. and the premium of the said policy was paid at 3:47 p.m. in cash. As the effect of policy was from 07.03.2005 but the Tribunal has not considered this fact and passed impugned order which is erroneous, hence requested to allow the appeal.

3. It is contention of learned counsel for respondent Nos. 1 and 2/claimants that before the accident, the policy was issued by the Insurance Company and premium was paid. Though effect of the policy was after two days but at the time of accident the policy was in existence. The Tribunal has passed well reasoned order. No interference is required in it. Hence, requested to dismiss the appeal.

4. I have heard all the learned counsels. Admittedly, at the time of accident, the policy was in existence and premium of the said policy was paid. Though it is contention of learned counsel for the appellant that it was to be effective after two days, in my view, the premium of the insurance policy was paid and policy was issued to the offending vehicle before the accident, hence the Insurance Company is liable to pay compensation. I do not find merit in the contention that at the time of accident, the policy was not in effect.

The Tribunal has awarded consortium amount on lower side. As per the view of Hon'ble Apex Court in the case of ***Magma General Insurance Co. Ltd. vs. Nanu Ram, 2018 ACJ 2782 (SC)***, each claimant is entitled for Rs.48,000/- as consortium amount, Rs.18,000/- for funeral expenses and Rs.18,000/- for loss of estate. There are two claimants. Total comes to Rs.1,32,000/-. The Tribunal has awarded Rs.25,000/- for funeral expenses. If this amount deducts from Rs.1,32,000/-, it comes to Rs.1,07,000/-. The claimants are entitled for this amount.

5. In view of above, I pass following order:

ORDER

i. The appeal is dismissed.

ii. The respondent Nos. 1 and 2/ claimants are entitled for enhanced amount of Rs.1,07,000/- @ 7.5% interest per annum from 1st November 2017 till realisation of the amount.

iii. The appellant/Insurance Company shall deposit the enhanced amount along with accrued interest within six weeks after receipt of the order.

iv. The respondent Nos 1 and 2/claimants are permitted to withdraw deposited amount along with accrued interest thereon.

v. The statutory amount along with accrued interest be transmitted to the Tribunal. The parties are at liberty to withdraw it as per Rule.

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

(SHIVKUMAR DIGE, J.)