IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO.179 OF 2024

Reliance General Insurance Co. Ltd., Mumbai 4th Floor, Chintamani Avenue, Next to Virwani Industrial Estate, Opp. Western Express Highway, Goregaon (E), Mumbai-400063	}	**Appellant**

Versus

1. Mr.Mohadin Akbar Mujavar }
Aged 61 years, Husband of the Deceased }

2. Abdul Mohadin Mujavar }
Aged About 35 years, Son of the Deceased }

3. Mr.Sultan Mohadin Mujavar }
Aged About 33 years, Son of the Deceased }

4. Mr.Amin Mohadin Mujavar (Deleted) }
Son of the Deceased }

5. Mr.Hasan Mohadin Mujavar }
Age-27 years, Son of the Deceased }
All R/at Adarsha Mitra Mandal Lakurli Road, Hanuman Nagar, Kandivali (E), Mumbai-400101. }

6. Mr.Javed Yunus Shelod }
Alamgir Chawl, Ashok Nagar Road }

This judgment is corrected as per speaking to the minutes of order dated 10th December 2025

Near Hanuman Mandir, Ban-Dongari, }
Kandivali (E), Mumbai-400101 }

....Respondents

WITH
FIRST APPEAL NO.292 OF 2023

Reliance General Insurance Co. Ltd., Mumbai }
4th Floor, Chintamani Avenue, Next to Virwani Industrial Estate, Opp. Western Express Highway, Goregaon (E), Mumbai-400063 } **Appellant**

Versus

1. Mr.Sultan Mohamhdim Muzawar }
Aged 33 years, }

R/at Adarsha Mitra Mandal, Akurli Road, Hanuman Nagar, Kandiwali (E), Mumbai-400 101 }

2. Mr.Javed Yunus Shelod }
Alamgir Chawl, Ashok Nagar Road, Near Hanuman Mandir, Ban-Dongari, Kandivali (E), Mumbai-400101 }

....Respondents

WITH
FIRST APPEAL NO.1056 OF 2025

Reliance General Insurance Co. Ltd., Mumbai }
4th Floor, Chintamani Avenue, Next to Virwani Industrial Estate, Opp. Western Express Highway, Goregaon (E), Mumbai-400063 } **Appellant**

Versus

1. Master Soheb Altaf Sayad Aged 7 years, Thr. His Father & Natural Guardian Mr.Altaf Abdulla Sayed as Next Friend R/at Room No.703, Ganpati Pada Indra Nagar, Thane-Belapur Road, Near Ganesh Mandir, Navi Mumbai	}	
2. Mr.Javed Yunus Shelod Alamgir Chawl, Ashok Nagar Road, Near Hanuman Mandir, Ban-Dongari, Kandivali (E), Mumbai-400101	}	**....Respondents**

WITH
FIRST APPEAL NO.293 OF 2023

Reliance General Insurance Co. Ltd., Mumbai 4th Floor, Chintamani Avenue, Next to Virwani Industrial Estate, Opp. Western Express Highway, Goregaon (E), Mumbai-400063	}	**Appellant**

Versus

1. Mr.Shahabuddin Moiuddin Shaikh Aged 5 years, Father of the Deceased	}
2. Master Mohammed Sahabuddin Shaikh Aged About 16 years, Step-Brother of the Deceased	}

3. Naster Niganned Gaudar Shahabudin Shaikh	}
Aged About 9 years, Bother of the Deceased	}
4. Miss.Iqra Bano Shahabuddin Shaikh	}
Aged About 6 years, Sister of the deceased	}
Applicant Nos.2 to 4 thr. Their Father and Natural Guardian	}
Mr.Shahabuddin Shaikh As Next Friend.	}
All R/at Abbu Satar Chawl, Ashok Nagar Road, Near Sai-Baba Mandir, Ban-Dongri, Kandivali (E), Mumbai-400 101.	}
5. Mr.Javed Yunus Shelod	}
Alamgir Chawl, Ashok Nagar Road Near Hanuman Mandir, Ban-Dongari, Kandivali (E), Mumbai-400101	}
	} **....Respondents**

Ms.Shalini Shankar, for the Appellant.
Mr.Abhishek T. Ingale a/w Mr.Chaitanya Narvekar i/b Mr.Tejpal S. Ingale, for the Claimants.

CORAM : R.M. JOSHI, J.

DATE : 20th NOVEMBER 2025

ORAL JUDGMENT :

. These Appeals involve common question of facts and law hence by consent of both sides heard and decided together by this common judgment.

This judgment is corrected as per speaking to the minutes of order dated 10th December 2025

2. The Appellant-Insurer takes exception to judgment and award dated 15th October 2022 passed in MACP No.1733, 1763 and 1810 of 2017, whereby the claims made by the Original Claimants were allowed by the Tribunal.

3. It would suffice to say that, in all of the Petitions, Original Claimants claimed compensation arising out of the vehicular accident occurred on 19th April 2017 involved Maruti Car bearing No.MH-02-MA-0825. It is the case of the Claimants that, the driver of the offending vehicle loss the control over the same which resulted into the said vehicle dashing against tree. Consequently, the occupants of the vehicle sustained injuries and scummed thereto.

4. Offence came to be registered by Crime No.47/2017 that Rasayani Police Station against the driver of the offending vehicle. The owner of the vehicle filed written statement denying any negligence on the part of the driver of the vehicle in occurrence accident of the vehicle. It is claimed that, the vehicle was duly insured with the Insurer under total packaged premium policy. The Insurer by filing written statement denied the

contentions of the Claimant so also denied the coverage of the offending vehicle under a valid Insurance Policy. It is claimed that valid Insurance Policy to cover the claim of the Claimant. It is contended therein that, no extra payment to cover the occupants in the vehicle was paid by the Insured and therefore Insurer is not liable for the payment of compensation.

5. The learned Tribunal allowed the claim and directed the owner and Insurer of the vehicle to jointly and severely pay compensation as determined in each case.

6. The learned counsel for the Appellant submits that, the Insurer desirous to takes exception to the impugned judgment and award essentially on the ground that the policy issued in respect of the offending vehicle was Act policy and since no premium except premium for the third party was paid, the occupants of the said vehicle are not entitled to receive any compensation from the Insurer. It is also submitted that, there was negligence on the part of the driver of the vehicle which disentitle the Claimants of their claim. In respect of injury claim/death claim the quantum of compensation is sought to be

challenged on the ground of disability has been accepted by the Tribunal on higher side.

7. The learned counsel for the Claimants supported the impugned judgment and award with the contention that there is evidence on record to indicate that it is not Act Policy but Package Policy, under which the vehicle in question was insured. It is argued that the Insurer has failed to prove anything on record to deny liability of payment of compensation on the quantum of the compensation. It is further canvassed that, on the basis of the evidence on record to claim determined by the Tribunal is correct requiring no interference therein.

8. Inso far as other issues sought to be raised by the Insurer in respect of quantum of compensation and negligent, there is sufficient evidence placed on record by the Claimant in order to prove the same. Nothing has come on record to discard the evidence of Claimant.

9. As far as the issue of coverage of the offending vehicle under the policy entitling claim of the Claimants, it is pertinent to note that the policy in question is admittedly i.e. from the policy

document on record is a total package policy. Unlike in Act policy, other premiums are paid by the insured. In the light of the said documentary evidence on record, the onus has shifted upon the Insurer to prove that no premium was paid in respect of the occupants of the vehicle. In this regard though the Insurer has led evidence of Vivek Karve, Manager, his testimony does not indicate about non-payment of additional premium to cover occupants. On the contrary during the cross-examination it has come on record that, he has not issued any notice to the owner of the vehicle denying the liability of the Insurer. The policy document indicates that, there is coverage of liability on death of bodily injury of any person, and needless to say there it would be considered as a contract between Insurer and Insured.

10. Having regard to the evidence on record, it can be said with certainty that the Claimants were successful in proving their case on probability whereas the Insurer was not able to discharge the onus which got shifted upon it.

11. The learned Tribunal in the impugned judgment and award has rightly taken into consideration the plea as well as the

evidence led by both sides on the issue and concluded that there is liability of the Insurer to pay the compensation. Since, there is order of payment of compensation first and to recover it from Insured, this Courts find no reason or justification to cause interference in the orders and judgment impugned.

12. As a result of the above discussion, the Appeals stand dismissed.

13. All pending Applications are disposed of.

(R.M. JOSHI, J.)