IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR.

FIRST APPEAL NO.1087 OF 2018

ICICI Lombard General Insurance Co. Ltd. Corporate Office at ICICI Lombard House, 414, Veer Sawarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai – 440 025 Having its branch office at Milestone, Wardha Road, Nagpur. Through its Manager Mr. Mayur Arun Pradhan.

... APPELLANT

VERSUS

1. Shri Brijesh s/o Rajkumar Jangade, aged about 25 years, Occ. Mason, through POA holder, Smt. Pushpalata Rajkumar Jangade, r/o plot no. 224, Near Noga Company, Motibagh, Bezanbagh, Tq. & Dist. Nagpur.

2. Shri Sanjay s/o Tulshiram Janbandhu, aged about Adult, Occ. Business, r/o House No. 149-A, Ambedkar Colony, Lashkaribagh, Tq. & Dist. Nagpur.

... RESPONDENTS

Ms. A.S. Athalye, Advocate for the appellant.
Shri P.S. Mirache, Advocate for respondent no.1.
Shri S.N. Mahajan, Advocate for respondent no.2.

CORAM : PRAVIN S. PATIL, J.
DATE : 22.09.2025.

JUDGMENT :

1. By way of present appeal, the appellant Insurance Company challenged the order dated 21/11/2016 passed by the Motor Accident Claims Tribunal, Nagpur below Exhibit 5 i.e. application for grant of no fault liability to claimants under Section 140 of the Motor Vehicles Act.

2. Learned Tribunal by the impugned order directed the owner as well as Insurance Company to pay the no fault liability compensation of Rs.25,000/- within a period of 30 days from the date of order to claimant.

3. It is admitted fact in the matter that the claimant was met with an accident on 13/01/2016 when he was passing from Awale Babu square by his motorcycle. The Claimant by filing the application under Section 166 of the Motor vehicles Act, 1988 ('MV Act') claimed the compensation of Rs.1,00,000/- with interest thereon. He has stated that the offending vehicle was insured with the appellant Company and therefore, he is entitle for interim compensation under Section 140 of the MV Act either from the owner of the offending vehicle or from the Insurance Company.

4. The appellant/Insurance Company appeared before the Motor Accident Claims Tribunal and filed written statement, in which it

is specifically pleaded that incident occurred on 13/01/2016 whereas the policy involved in the accident was insured with the Insurance Company from period 19/01/2016 to 18/01/2017. Hence, the Insurance Company cannot be held responsible for payment of interim compensation to the Claimant.

5. Learned Tribunal while deciding the application under Section 140 of the MV Act without considering this specific submission raised by the Insurance Company, by the impugned order dated 21/11/2016 directed the Insurance company to pay the no fault liability compensation to the tune of Rs.25,000/- to the Claimant.

6. This Court by order dated 05/12/2017 while issuing notices to the respondent, granted stay to the impugned order passed by the Tribunal subject to condition that the appellant should deposit the entire no fault liability compensation amount within a period of three weeks from the date of order.

7. The appellant, accordingly, deposited the amount of Rs.25,000/- before this Court, and therefore, the interim order was continued in the matter. It is further seen by order dated 16/10/2018 this Court admitted the matter and R & P of Claim Petition bearing No.150/2016 was received to this Court. In the circumstances, the

proceedings of M.A.C.P. No.150/2016 pending before the Tribunal were stalled though there is no order of this Court to stay the said proceeding.

8. In the present appeal though Insurance Company coming with a case that offending vehicle was not insured at the time of accident and policy of insurance was effective for period 19.01.2016 to 18.01.2017, at this stage cannot be exonerated from liability.

9. The appellant Insurance Company has to participate in trial of claim petition and proved beyond doubt that company is not responsible to pay compensation to victim of accident. Therefore, recording of any finding at this stage will have effect while deciding claim petition on its own merit.

10. In the circumstances, I am of the opinion that to meet the end of justice, instead of deciding the issue on merits, it will be justified that the amount deposited by the appellant Insurance Company before this Court can be transferred in the pending M.A.C.P. No.150/2016 at Motor Accident Claims Tribunal, Nagpur and the Tribunal can be directed to decide the Claim Petition at the earliest.

11. After leading the evidence by both the parties and subject

to final decision, the amount can be allowed to be withdrawn by the party, who is entitled for the same.

12. Hence, for the aforesaid reasons, I hereby quashed and set aside the order passed by the Motor Accidnet Claims Tribunal, Nagpur on 21/11/2016 in M.A.C.P. No.150/2016.

13. The amount deposited by the appellant Insurance Company of Rs.25,000/- along with the interest accrued thereon, be transferred in pending M.A.C.P. No.150/2016 at Motor Accident Claims Tribunal, Nagpur.

14. It is made clear that the amount so deposited by the appellant shall be allowed to withdraw subject to the entitlement and final outcome of the Claim Petition.

15. The Tribunal is directed to decide the Claim Petition as expeditiously as possible, as the same is pending since year 2016.

16. The appeal stands disposed of.

(PRAVIN S. PATIL, J.)

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