

IN THE HIGH COURT OF JUDICATURE AT PATNA
Miscellaneous Appeal No.193 of 2022

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The Oriental Insurance Company Limited. at Division Office, Daya Complex, Aghoria Bazar Chowk, Muzaffarpur through the Constituted attorney the Deputy Manager, T.P. Hub Incharge at Regional Office, The Oriental Insurance Company Limited, Pirmuhani, Patna.

... .. Appellant/s

Versus

1. Mustari Khatoon, W/o Nurul Huda Resident of Village-C/o Md. Taslim, Quila Road, Mehendi Hasan Chowk, Police Station-Brahampura, District-Muzaffarpur.
2. Nurul Huda S/o Late Md. Salim Resident of Village-C/o Md. Taslim, Quila Road, Mehendi Hasan Chowk, Police Station-Brahampura, District-Muzaffarpur.
3. Sri Babu Saheb Sah S/o Late Janak Sah Resident of at J.P. Colony, Ward No. 12, Madhubani, Presently at Mithanpura Chowk, Dist.-Muzaffarpur. (Owner of the Offending Truck Bearing Reg. No. HR 38K 6456)

... .. Respondent/s

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Appearance :

For the Appellant/s : Mr.Sumit Kumar
For the Respondent/s : Mr.Dhannjay Kumar No. 2

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CORAM: HONOURABLE MR. JUSTICE RAJIV ROY
ORAL JUDGMENT
Date : 05-02-2026

Heard Mr. Sumit Kumar, learned counsel for the appellant and Mr. Dhannjay Kumar, learned counsel for the claimant-respondent.

2. The present petition has been preferred for the following relief/s:

“against the order/judgment dated 11.02.2022 and Award dated 22.02.2022 passed in Claim Case No. 167 of 2010 by Learned Puneet Kumar Garg, Additional



District Judge-III-cum-Motor Vehicle Accident Claim Tribunal, Muzaffarpur [here in after referred to as the Tribunal] by which the learned Tribunal has awarded compensation of Rs. 5,30,600/- with interest @ 06% annually in favor of Claimants/Respondents from the date of filing of the Claim Application till realization within 60 days. Any delay in realization of the said award after the lapse of 60 days would incur the interest of 7% per annum till realization.”

3. As per the story, an accident took place on 02.06.2010 near Reliance Petrol Pump, in the district of Darbhanga. The claimant's son, Wakil Ahmad alongwith his friend was standing at a place where a Bullock Cart and a Ambassador Car were also stationed. In the meantime, a Truck bearing registration no. HR38K-6456 came in a negligent manner and dashed against the standing car. It, thereafter, fell down into 25 ft. deep ditch. Wakil Ahmad who was present there died on the spot, body taken to the Darbhanga Medical College and Hospital, Darbhanga for post-mortem and this



followed Sadar P.S. Case No. 200 of 2010.

4. The family members, thereafter, preferred **Claim Case No. 167 of 2000** which was taken up by the Court of learned **Additional District Judge-IIIrd-cum-Motor Vehicle Accident Claim Tribunal, Muzaffarpur**. The truck was insured with the appellant's company, the **Oriental Insurance Company** (henceforth for short 'the Company').

5. Notices were issued to the parties. The truck owner failed to appear while 'the Company' appeared and objected to the claim put forward by the claimant. It objected to the manner of the accident, income as also the fact that the cheque issued by the truck owner bounced, this followed the cancellation letters sent. The accident took place thereafter and as such 'the Company' is not bound by any liability to make payment.

6. 'The Tribunal' framed the issue as follows:

- i. Whether the claim case as framed maintainable?*
- ii. Whether the accident in question took place due to rash and negligent driving of Vehicle No. HR38K 6456 truck on 02-06-2010, 2.45 p.m. at near Reliance Petrol Pump N.H. 57,*



P.S. Sadar, District - Darbhanga?

Iii. Whether the deceased Vakil Ahmed s/o Nurul Hoda died in this accident which arises out of P.S. Case No. 200/2010 P.S. Sadar, (O.P. Mabbi) District Darbhanga ?

iv. Whether the applicants are entitled to the claim propounded if so what would be the quantum and from whom?

7. The parties were heard. 'The Tribunal' thereafter came to the conclusion that accident has taken place, it was hit by the truck bearing registration no. HR38K-6456, was insured with 'the Company'. It further recorded that though 'the Company' made multiple objections, it did not lead any evidence despite several opportunities given by the Court. 'The Tribunal' further recorded that the opposite party no.2, 'the Company' or its counsel did not even appear for the argument, nor filed any evidence. Again, despite grant of opportunities, it held, that in the absence of any evidence, the claim of the claimant cannot be denied merely on the basis of averment made in the written statement.



8. In that background, it directed payment of Rs.5,30,600/- with annual interest of 6% from the date of filing of the claim petition till its realization with further observation that in case it fails to pay in sixty days, the amount will increase to 7%.

9. Aggrieved, the present appeal.

10. It is to be noted that on 28.07.2025, on the stand taken by 'the Company' that they shall be depositing the Award amount of Rs.5,30,600/- to 'the Tribunal' within a week, further proceeding in **Execution Case No. 20 of 2022** (arising out of Claim Case No. 167 of 2010) was stayed.

11. Heard the parties.

12. Learned counsel for the appellant submits that though 'the Company' is not denying the accident, the fact remains that on the day, the accident took place, the truck was not plying on a valid insurance certificate. He submits that the policy was issued for the period 12.01.2010 to 11.01.2011. However, the cheque that was provided by the vehicle owner bounced on 15.01.2010, whereafter, intimation of cancellation was given on 29.03.2010. The accident took place on 02.06.2010 and as such, they have no liability to make payment and in that background, erroneous order came to be passed



which need to be interfered.

13. Learned counsel for the appellant on the other hand has taken this Court to the observation of 'the Tribunal' to show that the said statement made by the appellant's company has no basis. The Tribunal has already recorded that though multiple objections were put forward by 'the Company', it chose not to lead any evidence despite several opportunities granted. It even failed to put forward its view on the point of argument and further did not file any evidence.

14. The submission is that any document which 'the Company' is/are intends to insert at the later stage cannot change the original position that they chose not to adduce evidence/put forward the argument before 'the Tribunal'.

15. This Court has gone through the facts of the case and the submissions of the parties is also issues that were framed by 'the Tribunal'.

16. The admitted facts are that:

(i) an accident took place on 02.06.2010;

*(ii) the vehicle involved in the insurance was a truck bearing registration no. **HR38K-6456**;*

*(iii) it was having a policy with 'the Company' between **12.01.2010 to 11.01.2011**;*



(iv) the claimant put forward its claim in the aforesaid *Claim Case No. 167 of 2010*;

(v) *though it raised number of objections, the same were never supported by any document/evidence.*

17. Any insertion, thereafter, will not better the original position which has been recorded by ‘the Tribunal’ and not rebutted by the appellant company.

18. If the policy was issued subject to clearance of the cheque and the cheque bounced, proper letter of cancellation sent by the Insurance Company must reach the table of the vehicle owner. Further, the documentary evidence of the vehicle owner having received in said information must be there to complete the chain that when the accident took place, the vehicle owner had the knowledge about the cancellation of the policy. The said scenario/development/chain is/are not present in this case.

19. In that background, any plea taken at the stage of the appeal cannot be allowed. As recorded above, the amount in question has already been deposited with ‘the Tribunal’ when the order of stay was granted on 28.02.2023. ‘The Company’ is duty bound to release the amount in favour of the claimant. The



only relief that is extended to the appellant company is that the payment of compensation shall be made @6% interest by 28.02.2026.

20. ‘The Company will be well within its right to take appropriate steps in accordance with the law for realization of the amount from the truck owner, if it is able to prove the point raised in the present appeal.

21. M.A. No. 193 of 2023 is disposed of with the aforesaid observation.

22. It is made clear that if the if appellant company fails to make payment by 28.02.2026, the claimant shall be entitled to Rs. 20,000/- as cost to be released from the pocket of the Officer who delays the payment.

23. The statutory amount, if any, has to be returned.

(Rajiv Roy, J)

Ravi/-

AFR/NAFR	AFR
CAV DATE	
Uploading Date	
Transmission Date	

