IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO. 97 OF 2025
WITH
INTERIM APPLICATION NO. 18311 OF 2023
IN
FIRST APPEAL NO. 97 OF 2025

Divisional Manager Shriram
General Insurance Co. Ltd. ...Appellant
Versus
Dagadu Yeshwant Sonawne And Anr. ...Respondents

Ms. Amisha Lolusare i/b. Aniesh Jadhav for Appellant.

Mr. Rajan Pawar for Respondent No.1.

CORAM: AARTI SATHE, J.

DATE: 08 JUNE 2026

P.C.

1. This appeal challenges the judgment and award dated 8th March 2023 (hereinafter referred to as the "impugned judgment and award") passed by the Motor Accidents Claims Tribunal, Mumbai (hereinafter referred to as the "MACT"), whereby the Claimant/Applicant (Respondent No.1 herein) has been awarded an amount of Rs. 63,894/-, including the No-Fault Liability (NFL) amount towards compensation, along with interest at the rate of 6% per annum from the date of filing the MACT Petition/Application till its realization.

2. Briefly, the facts are as under: -

i. On 10th June 2017 at about 03:30 PM, the Claimant/Applicant (Respondent No. 1 herein) was proceeding in Car MH-05-AJ-05319 from Satana to Taharabad. When he reached Aundane Shivar, which is within the jurisdiction of Satana Police Station, the driver of pickup vehicle bearing No. MH-37-B-1068 (hereinafter referred to as the "offending vehicle") drove the offending vehicle in high speed and in a negligent manner, and dashed into the car in which the Claimant/Applicant (Respondent No. 1 herein) was proceeding, from the front side, resulting in grievous injuries to the Claimant/Applicant (Respondent No.1 herein).

ii. An FIR was lodged bearing CR No. I-98/2017 at Satana Taluka Police Station for offences punishable under Sections 279, 337, 338, and 427 of the Indian Penal Code, 1860 (IPC) and Section 184 and 134(b)/177 of the Motor Vehicles Act, 1988 (MV Act).

iii. At the time of accident, the Claimant/Applicant (Respondent No. 1 herein) was earning Rs. 5000/- to Rs. 6000/- per month at his workplace. It was the Claimant's/Applicant's (Respondent No. 1 herein) contention before the MACT that due to the aforesaid accident, he was permanently disabled and hence could not carry out the work which he was previously carrying out at his workplace. It was further his submission that he had incurred Rs. 50,000/- for his medical expenses, and had to incur more expenses for future medical expenses.

iv. On 7th September 2017, the Claimant/Applicant (Respondent No.1 herein) filed MACP No. 1047/2017 before the MACT, claiming compensation as prayed for in the aforesaid Petition/Application along with interest from the date of the Petition/Application till realization.

v. The impugned judgment and award was passed on the aforesaid MACP

No. 1047/2017 in favour of the Claimant/Applicant (Respondent No. 1 herein), awarding a sum of Rs. 63,894/-, inclusive of NFL amount towards compensation, along with interest at the rate of 6% per annum from the date of filing the claim petition till its realization.

vi. The MACT also directed Opponent No. 2 (Appellant herein) to first pay the amount to the Claimant/Applicant (Respondent No. 1 herein) and recover the amount of compensation.

3. It is in the backdrop of the above facts that I proceed to decide the above Appeal.

4. Heard learned Counsel for the Appellant and Respondents. At the very outset, Learned Counsel on behalf of the Appellant has sought to place reliance on the orders passed by this Court in F.A. No. 87/2024 and F.A. No. 86/2024 respectively, which pertain to the same accident and are appeals filed against the same impugned judgment and award dated 8th March 2023. By way of the aforesaid orders/judgments in F.A. No. 87/2024 and F.A. No. 86/2024 dated 22nd January 2026 and 6th February 2026 respectively, this Court has dismissed the appeals filed by the Appellant insurance company, who is also the Appellant in the present case. The judgments/orders dated 22nd January 2026 and 6th February 2026 have been reproduced below :-

<u>Order dated 22nd January 2026</u>

PC:-

1. By consent of both the sides, heard finally at the stage of admission.

2. This appeal under Section 173 of the Vehicles Act takes exception to the judgment and award dated 08.03.2023 passed in M.A.C.P. No.1222 of 2017, whereby Tribunal has granted compensation of Rs.3,80,011/- including the NFL amount towards compensation along with interest @6% p.a. from the date of filing of the claim-petition till its realization. The Appellant takes exception to the judgment and award on the ground that there was no valid insurance policy during the relevant period and hence the Insurer is not liable for payment of compensation. Exception to the said judgment and award is also taken on the ground that the Tribunal has committed error in accepting the disability of the Insured without considering evidence on record.

3. Learned counsel for the Appellant/Insurer submits that the Insurer has taken specific defence that the cover note which was sought to be relied upon by the claimants was a fake cover note. Alternatively, it is submitted that even otherwise the Insured i.e. the owner of the offending vehicle has submitted written requisition for cancellation of the policy which is at Exhibit-44. It is his submission that by reading evidence of two witnesses this contention has been proved before the Tribunal, however, the Tribunal in ignorance of the said evidence, directed payment of compensation by the Insurer herein to the claimants. On the point of disability it is submitted that the evidence of Dr. Kishor Dange PW-3 shows that he has not taken X-ray of the patient nor has produced any record in respect of any assessment done by him in respect of the disability. It is his contention that on such evidence, the Tribunal is not justified in granting the compensation.

4. Learned counsel for the Respondent-original claimants supported the impugned judgment and award.

5. There is no dispute made by the parties with regard to the fact that on 10" June, 2017 the accident occurred involving a car bearing No. MH-05-AJ-5319 in which claimant sustained injuries.

6. The owner of the offending vehicle failed to cause appearance before the Tribunal and claim proceeded ex-parte against him. The Insurer, however, filed written statement denying contentions of claimant. It is specifically averred therein that the offending vehicle was not insured with the Insurer. It is also claimed that the cover note / policy is fake and not issued by the Insurer nor any premium was paid against the same. Alternatively, it is contended that the request was made by the owner of the offending vehicle for cancellation of the said policy, and in view of the same there is no liability of the Insurer to pay any compensation.

7. Though such plea was raised in the written statement, as observed by the learned Tribunal that the witnesses examined by the Insurer in the cross-examination has accepted the fact that the insurance policy was issued on 18.06.2016 for a period of 18.06.2016 to 17.06.2017 and premium of Rs.19,126/- was also accepted. In view of the said evidence it is clear that the defence of the Insurer about the fake policy / cover note is not sustainable. As far as the contention of the Insurer with regard to the cancellation of policy is concerned, once it is admitted that the policy existed on payment of premium unless it was specifically cancelled by the Insurer, the liability arising out of the said policy could not have been denied by them. In such circumstances, the findings recorded by the Tribunal in respect of entitlement deserves no interference.

8. Needles to say that the claimant is required to prove his contention including the causing injuries resulting into the disability on preponderance of probability.

9. Apart from deposing accordingly on oath, he led evidence of Dr. Kishor Dange PW-3 who is the medical officer attached to Malegaon Civil Hospital: He assessed the disability of the claimant to the extent of 25%. The expertise of the witness who assessed the disability is not under challenge. Owing to the nature of the injuries caused to the claimant, the disability assessed by the expert does not deserve any interference. Having regard to the facts of the case, total amount of compensation of Rs.3,80,011/-granted by the Tribunal cannot be termed as excessive to cause any interference therein.

10. In view of the above, there is no merit in the appeal.

11. Hence, appeal stands dismissed.

12. In view of disposal of the appeal, interim application does not survive hence disposed of.

Order dated 6th February 2026

PC:-

1. By consent of both sides, heard finally.

2. The Respondents are duly served with the notice. Respondent No.2 is absent, hence, proceed ex-parte against Respondent No.2.

3. Heard learned Counsel for the Appellant and Respondent No.1/Original Claimant.

4. This Appeal is filed under Section 173 of the Motor Vehicles Act 1988 against the Judgment and Award dated 8 March, 2023 passed in MACP No.1048 of 2017, whereby the Tribunal granted compensation of Rs.1,69,929/- along with interest at the rate of 6% per annum from the date of registration of the Claim Petition till realization of the amount.*

5. The learned counsel for the Appellant submits that the Insurer had raised the issue with regard to the non-coverage of the offending vehicle by the valid Insurance Policy during the relevant time by filing Written Statement and other contentions of the Claimant were also denied by the Insurer. It is his submission that the Tribunal has failed to take into consideration the evidence on record which, according to him, indicates that the Insurance Policy was issued on 18th June, 2016.

6. Learned Counsel for the Respondent No.1/Original Claimant supported the impugned Judgment and Award.

7. The defence of non-coverage of the offending vehicle in the accident is concerned, though a plea is raised by the Insurer to that effect, there is no evidence to substantiate the same. On the other hand, the material evidence brought on record indicates that the policy was issued on 18" June, 2016. The accident has admittedly occurred on 10" June, 2017. The evidence on record unerringly shows that the offending vehicle was duly ensured with the Appellant on the date of accident. Moreover, there is no error committed by the Tribunal in granting compensation.

8. In such circumstances, this Court finds no substance in the challenge to the *impugned Judgment and Award.*

9. In view of the above, I pass the following order:

ORDER

(a) The Appeal is dismissed.

(b) The Claimants are permitted to withdraw the depositedamount along with accrued interest thereon.

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

(d) R & P be sent back to the Tribunal.

10. In view of dismissal of the Appeal, pending Applications, if any, stand disposed of.

5. It is the submission of learned Counsel on behalf of the Appellant that the aforesaid orders/judgments passed by this Court dated 22nd January 2026 and 6th February 2026 respectively cover the issue involved in the present appeal, in as much as they pertain to the same accident and are based on a similar fact pattern pleaded in the present appeal. Learned Counsel on behalf of the Respondents also does not dispute this contention as advanced on behalf of the Appellant and has not brought to the attention of this Court any distinguishing fact that differentiates the facts as pleaded in the present appeal and those pleaded in F.A. No. 87/2024 and F.A. No. 86/2024.

6. Even otherwise, in the present appeal, the Appellant has challenged the impugned judgment and award on the ground that there was no valid insurance policy during the relevant period, and the Appellant was not liable for payment of compensation. Further, the Appellant has also taken a specific defense that the

cover note and the insurance policy which the Claimant/Applicant (Respondent No. 1 herein) sought to place reliance on was fake and bogus. Additionally, the Appellant has also submitted that Respondent No. 2, i.e., the owner of the offending vehicle had cancelled the policy, and hence on the day of the accident, i.e., 10th June 2017 there was no liability on the Appellant to pay the amount. However, without delving into the facts of the case further, considering that the parties are *ad idem* that the present case is covered by judgments/orders in F.A. No. 87/2024 and F.A. No. 86/2024 dated 22nd January 2026 and 6th February 2026 respectively, this Court finds no substance in the challenge to the impugned judgment and award.

7. Therefore, having heard the learned counsel for the parties and on perusal the record, I pass the following order: -

ORDER

(a) The appeal is dismissed

(b) Claimant/Applicant (Respondent No.1 herein) is at liberty to withdraw the amount awarded by way of the impugned judgment and award along with interest deposited by the Appellant with the MACT as well as this Court, along with the accrued interest thereon from the date of application till realization. Further, if the amount of award has not been deposited in the MACT or the Court, then the Appellant shall pay the amount of award within a period of 3 weeks from the date of uploading of this order, as awarded by the impugned judgment and award, along with accrued interest from the date of application till realization.

(c) The statutory amount be transmitted to the MACT along with accrued interest thereon. The parties are at liberty to withdraw it as per rules.

(d) R&P be sent back to the MACT.

(e) In view of the dismissal of the Appeal, pending Applications, if any, stand disposed of.

(AARTI SATHE, J.)