IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO. 686 OF 2024

Reliance General Insurance Co. Ltd. ...Appellant
Versus
Smt. Rupa Snehes Bhansali and Ors. ...Respondents

WITH
INTERIM APPLICATION NO. 10665 OF 2024
IN
FIRST APPEAL NO. 686 OF 2024

Smt. Rupa Snehes Bhansali ...Applicant

IN THE MATTER BETWEEN:
Reliance General Insurance Co. Ltd. ...Appellant
Versus
Smt. Rupa Snehes Bhansali and Ors. ...Respondents

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Mr. Amol Gatne i/b Swati Mehta for the Applicant.
Mr. Avesh Ghadge (thru VC) for Respondent/ Insurance Co.

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CORAM : R.M. JOSHI, J.
DATE : 13th FEBRUARY, 2026

P.C. :

1. Heard learned Counsel for the Applicant. This appeal filed by the Insurer under Section 173 of Motor Vehicles Act, 1988 takes exception to Judgment and Award dated 25.10.2023 passed in MACP No. 725 of 2017, whereby death claim filed by the Claimants, came to be partly allowed directing original Opponent Nos. 1 and 3 to pay a sum of Rs.29,49,979/- with interest at the rate of 7% per annum.

2. Insurer takes exception to the impugned judgment and award

on the ground that in spite of proof of breach of conditions of policy, the Tribunal has erroneously directed the insurer to pay the amount of compensation and then to recover the said amount from owner.

3. Learned counsel for the appellant submits that apart from the fact that in the written statement specific plea is raised by the Insurer with regard to the breach of terms and conditions of the policy and the same being proved before the Tribunal by leading cogent evidence, the Tribunal has erred in directing payment of compensation by Insurer and to recover the same from the owner of offending vehicle.

4. The learned Counsel for the original claimants supported the impugned Judgment and Award.

5. The original owner has not taken exception to the judgment and award impugned.

6. No doubt, written statement filed on record before the Tribunal, takes plea with regard to the breach of conditions of insurance policy by the insured. A specific plea was raised about the driver of the insured vehicle not possessing valid and effective driving licence at the material time of accident. Insurer examined its manager Sachin Nair at Exh. 44 and also placed reliance on the documentary evidence.

7. The Claimants were required to prove their case before the Tribunal on preponderance of probability. There is no dispute made by the Appellant with regard to the facts that the deceased was a pedestrian and was hit by the offending vehicle that is mini-bus bearing number MH-04-G-8992. In the said accident, he sustained injuries and succumbed thereto. The deceased and claimants are third parties.

8. Evidence on record laid by the Insurer indicates that the driver of the offending vehicle was not holding valid and effective driving

licence at the time of occurrence of the accident. Now question arises as to whether it would be sufficient for the Insurer to deny liability of payment of any compensation to the claimants. As rightly observed by the learned Tribunal, though the Insurer succeeded to establish its defence of driver of the offending vehicle not holding valid and effective licence, that itself does not become a ground to absolve the insurance company from liability of payment of compensation. Since the claimants are third party, the liability of Insurer remains to pay the claimants first and then to recover said amount of compensation from the owner.

9. Perusal of the impugned judgment and award indicates that Tribunal has rightly taken into consideration the entire evidence on record so also the position of law on the subject. The Appellant/Insurer, therefore has failed to make out any case to cause any interference in the impugned judgment and Award.

10. Hence Appeals stand dismissed. Statutory deposit be transferred to the Tribunal for its disposal in accordance with law. The pending applications stand dismissed.

(R.M. JOSHI, J.)