**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

(223) **FAO No. 3050 of 2001(O&M)**
Date of Decision: 11.02.2026

B.D. Sharma **…Appellant**

Versus

Rajesh Kumar and others **…Respondents**

CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Present: Mr. H.S.Bhatia, Advocate
for the Appellant. (Through V.C.)

None for the Respondents.

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VIRINDER AGGARWAL,J (Oral)

1. The present appeal has been filed challenging the award dated 06.02.2001 passed by the learned Motor Accident Claims Tribunal, Karnal, whereby the claim petition filed by the appellant seeking compensation for damage to his vehicle was dismissed, on the ground that he had already received a sum of ₹50,000/- from his own insurer. The appellant challenges the said finding and seeks grant4 of the balance compensation proved on record.

BACKGROUND FACTS

2. On 20.12.1998 at about 3:00 PM near Umri Chowk, G.T. Road, Kurukshetra, a road accident took place involving Maruti Car No. DL-2CF-8611 owned by the appellant and Truck No. UP-81F-0759 driven by respondent No.1. The case of the appellant was that the truck was being driven in a rash and negligent manner and struck against his car, causing extensive damage to the vehicle. An FIR was registered with respect to the said accident. The appellant got the vehicle repaired from M/s Bhatia Motors, I.T.I. Chownk, Karnal and produced on record repair bills amounting to ₹1,08,778.60 (rounded

to ₹1,08,778/-). It is an admitted and duly proved fact on record that the appellant actually spent ₹1,08,778/- towards repair of his damaged vehicle. The said expenditure stands established through documentary evidence as well as oral testimony and has not been disbelieved by the learned Tribunal.

3. The learned Tribunal returned a clear finding that the accident was caused due to rash and negligent driving of respondent No.1 and that the appellant's vehicle suffered damage in the said accident. However, despite accepting that the repair expenditure of ₹1,08,778/- stood proved, the learned Tribunal dismissed the claim petition solely on the ground that the appellant had already received ₹50,000/- from his own insurer under the "own damage" policy.

CONTENTIONS

4. Learned counsel for the appellant submits that the impugned award is legally unsustainable. It is argued that once the learned Tribunal itself held that the accident occurred due to the rash and negligent driving of the offending vehicle and further accepted that repair expenditure of ₹1,08,778/- stood duly proved, there was no justification to dismiss the claim. It is contended that having established actual expenditure of ₹1,08,778/-, the appellant was entitled to recover the loss from the tortfeasor and his insurer. The receipt of ₹50,000/- under the own damage policy, being a separate contractual arrangement, cannot absolve or reduce the liability of the wrongdoer and denial of the balance amount solely on this ground is erroneous in law and has resulted in manifest injustice.

OBSERVATIONS AND FINDINGS

5. I have heard learned counsel for the parties and perused the record.

6. Once it stands proved and admitted that the appellant incurred an actual expenditure of ₹1,08,778/- on repair of his vehicle, the learned Tribunal could not have denied compensation for the balance loss suffered by him. The liability to compensate arises from the negligent act of the driver of the offending vehicle. The wrongdoer and his insurer are legally bound to indemnify the loss caused due to such negligence. The mere fact that the appellant received ₹50,000/- from his own insurer under a separate contractual arrangement does not absolve the tortfeasor of his statutory liability. Payment under an own damage policy is independent of the claim against the wrongdoer. The approach adopted by the learned Tribunal is legally unsustainable, as it ignores the admitted proof of expenditure of ₹1,08,778/- and denies the claimant the balance amount without any legal justification. The appellant has proved total damage of ₹1,08,778/-. After adjusting the amount of ₹50,000/- already received, the remaining loss comes to ₹58,778/-. Therefore, denial of the balance compensation merely on the ground that ₹50,000/- was received from the insurance company is wholly erroneous and liable to be set aside

7. Accordingly, the appeal is **allowed**. The appellant is awarded a sum of ₹58,778/- along with interest at rate of 7% per annum from the date of filing of the claim petition till realization. All other findings of the learned Tribunal shall remain the same.

8. The appeal is disposed of in the above terms. Pending applications, if any, shall also stand disposed of.

(VIRINDER AGGARWAL)
JUDGE

11.02.2026
Saurav Pathania

Whether reasoned / speaking? *Yes / No*
Whether reportable? *Yes / No*