(2010) 11 MP CK 0048

In the Madhya Pradesh High Court

Case No : M.A. No''s. 2361 and 2362 of 2009

Deepak Construction Co. Ltd. APPELLANT

Vs

Rambabu and Others RESPONDENT

Date of Decision : 22-11-2010

Acts Referred:

Citation : (2012) ACJ 1196 : (2011) 2 TAC 339

Hon'ble Judges : Prakash Shrivastava, J

Bench : Single Bench

Judgement

Prakash Shrivastava, J.—This order shall also govern the disposal of M.A. No. 2363/09 and 2361/2009

2. This appeal has been filed by the owner of the vehicle challenging the common award dated 2nd April, 2009 passed by the learned Additional Member, Motor Accident Claims Tribunal, Jhabua in Claim Cases No. 67/2007, 76/2007 and 83/2007.

3. The claimant in the aforesaid matters had filed the above claim cases before the Tribunal on account of the injuries suffered in the accident which had taken place on 7th May, 2007. The Tribunal while awarding compensation to the claimants, had exonerated the Insurance Company on the ground that the claimants were travelling in insured motor vehicle, but on extra premium was paid for covering their risk.

4. It is not necessary to narrate the facts in detail and burden this order with unnecessary facts since these appeals have been filed on the limited ground challenging the exoneration of the Insurance Company.

5. Learned Counsel appearing for the Appellant submitted that the Tribunal has committed an error in exonerating the Insurance Company without appreciating the nature of the policy and the circular issued by the I.R.D.A.

6. Learned Counsel appearing for the Respondents has supported the award.

7. It is not in dispute that the Insurance Policy in the present case was a package policy. It is also not in dispute that the risk of the occupants travelling in private car is covered in such a package policy in view of the circular issued by the Insurance Regulatory and Development Authority dated 16th November, 2009. Since undisputedly the risk of the occupants of the vehicle in question, who are the claimants in this case, is covered by the said circular, therefore, the Insurance Company cannot be exonerated.

8. In view of the aforesaid, that part of the award by which the Insurance Company has been exonerated, is set aside and it is directed that the owner, driver and the Insurance Company would be jointly and severally liable to satisfy the award passed by the Tribunal. The amount which has been deposited by the Appellant shall be refunded to the Appellants.

9. A copy of this order shall be placed in the records of M.A. Nos. 2361 and 2363 of 2009.