
(1984) 08 RAJ CK 0060
In the Rajasthan High Court

Hukam Chand Yadav

APPELLANT

Vs

Prem Narain and Another and Suraj Mal and Another

RESPONDENT

Date of Decision : 07-08-1984

Acts Referred:

Motor Vehicles Act, 1939 — Section 95(2)(a)

Citation : (1985) 1 ACC 251

Hon'ble Judges : G.M. Lodha, J

Bench : Single Bench

Judgement

Guman Mal Lodha, J.—These two appeals No. 192/1974 and 183/1974 arises out of the judgment of accident claims Tribunal, Jaipur dated 23rd July, 1974. Truck No. HRG 6047 was being run at a high speed by Chet Ram Gujar, struck Kailash Chand and Mohan Lal who died as a result of this accident. The tribunal in it's award allowed Rs. 24,000/- as compensation to the petitioners Suraj Mal, Smt. Kasturi Devi and Manju for the death of Mohan Lal and fixed the liability of the Insurance Company to the extent of Rs. 10,000/- in claim petition No. 27/72, In claim petition 20/72 for the death of Kailash Narain it allowed the compensation of Rs. 24,000/- and fixed the liability of Insurance Company to Rs. 10,000.

2. The owner of the vehicle has filed appeal and he has prayed that the award required to be set aside as it was time barred and in any case the Insurance Company should idemnify owner to the full extent. It is not necessary to mention facts because the only ground ultimately pressed is that the Insurance Company can be held liable to the extent of Rs. 50,000/- in each case.

3. It may be pointed out that the learned Counsel for the appellant himself concedes that so far as limitation is concerned it was not 60 days but six months and therefore, he was not a position to press the appeal.

4. However, relying upon the judgments of the Hon'ble Supreme court in Motor Owners' Insurance Co. Ltd. v. Jadvji Keshavji Modi and Ors. 1981 ACJ 507 SC Mr. Surolia argued that now it is settled law that the liability of Rs. 20,000/- as it

was at the time, would be for each of the deceased.

5. In *Motor Owners' Insurance Co. Ltd. v. Jadavji Keshavji Modi and Ors.* case (supra) their Lordships of the Supreme court has observed as under:

(a) Motor Vehicles Act, 1939, Section 95(2)(a) (as amended by Act 100 of 1956)--Motor Insurance, Third party risks-limits of liability of Insurance company
Meaning of expression "In all" and "anyone" "accident"--Accident caused by the truck resulting in the death of the car driver and injury to its passenger Heirs of the deceased and injury preferred the claims separately and were awarded Rs. 19,125/- and Rs. 10,000/- respectively whether liability of the truck's Insurance company is limited to Rs. 20,000/- in all under the statutory policy for both the claims held : No : any one accident means to any one. The word "accident" is used in the expression "any one accident" from the point of view of the claimant and "in all" implied that insurance company's liability will extend to a sum of Rs. 20,000/- in respect of death or injuries suffered by each one (1981)1 QBD 402 relied on 1976 ACJ 262, 177 (Orissa) dissented.

6. It has been clearly laid down that "accident" means "accident to any one" and it has been used from the point of view of claimant and it would mean that the liability will extend to a sum of Rs. 50,000/- in respect of death or injury suffered by each one. In view of the above both the appeals are accepted. In each of the case the liability of the insurance company would extend up to Rs. 50,000/- as per the amendment introduced in 2nd March, 1970.

7. In the present case, the award given for Rs. 24,000/- in each case it is modified and therefore, in MAC No. 20/1972 as well as MAC No. 25/1972, the respondent Insurance Company would be liable to pay the whole amount of compensation awarded by the Tribunal along with cost to the respondents.

8. Both appeals are accepted as indicated above.