
(2005) 11 MP CK 0077
In the Madhya Pradesh High Court

National Insurance Co. Ltd.	Vs	APPELLANT
Kalyan Singh and Others		RESPONDENT

Date of Decision : 07-11-2005

Acts Referred:

Motor Vehicles Act, 1988 — Section 140

Citation : (2007) ACJ 1932

Hon'ble Judges : P.K Jaiswal, J

Bench : Single Bench

Final Decision : Allowed

Judgement

P.K. Jaiswal, J.—All the three revisions arise out of the same accident, therefore, they are decided by this common order.

2. The facts of the case are that all the three deceased were travelling in the trailer of a tractor along with wheat bags. It is pleaded that each passenger had paid Rs. 5 per bag to the tractor driver Bahadur. When they were returning from village Nithau to village Sujarama, trolley of the tractor overturned at about 8.30 in night on 22.7.1995 which resulted into the death of Munni Devi and Birbal on the spot and Ramprasad died in the hospital 7-8 days after the accident.

3. Claim petitions have been filed by the legal representatives of Ramprasad, Birbal and Munni Devi. They have also filed the applications u/s 140 of the Motor Vehicles Act, 1988, for interim compensation. The Claims Tribunal vide order dated 2.11.1998 allowed these applications and directed the insurance company to pay Rs. 50,000 each to the legal representatives of the deceased as an interim compensation. Thereafter the claim petitions were finally decided by the Claims Tribunal vide award dated 27.8.1999.

4. The Claims Tribunal vide final award dated 27.8.1999 held that the appellant insurance company is not liable to indemnify the insured. The legal representatives of the deceased filed execution proceedings for recovery of the amount of interim compensation as directed by Tribunal on 2.11.1998. The

petitioner raised an objection regarding recovery of the amount from the insurance company on the ground that by final award dated 27.8.1999, the insurance company was exonerated by Claims Tribunal and as such, the amount cannot be recovered from the insurance company. The Claims Tribunal rejected the objections vide impugned order dated 30.3.2000, which is challenged in these revision petitions.

5. The learned Counsel for the petitioner submits that order dated 2.11.1998 passed by the Tribunal is merged in the final award passed on 27.8.1999 and in view of final award, no amount can be recovered from the petitioner and the Claims Tribunal had committed an error in directing the insurance company to deposit the amount in compliance to order dated 2.11.1998.

6. It is very well settled that the interim order is merged with the final order. In view of the above legal position, the Claims Tribunal committed an error in directing the insurance company to deposit the amount of interim compensation, after final decision of the Claims Tribunal by which it is found that the insurance company is not liable to indemnify the insured. Thus, the impugned order is prima facie illegal and contrary to the final award passed on 27.8.1999 and accordingly the same is set aside. Against the final award dated 27.8.1999, claimants preferred appeals in the High Court bearing M.A. Nos. 632, 634 and 635 of 1999 and the Division Bench of this court vide order dated 12.7.2005 upheld the final award and held that the insurance company is not liable to indemnify the insured.

7. In view of the above discussions, the revision petitions filed by the insurance company are allowed and impugned order dated 30.3.2000 is set aside. In the result, the revisions are allowed. No order as to costs.