
(2025) 07 SC CK 0196

In the Supreme Court Of India

Case No : Civil Appeal No. 9466 Of 2025 (@Special Leave Petition (Civil)
No.13455 Of 2023)

Sanju Bai Prajapati & Ors

APPELLANT

Vs

New India Assurance Company Ltd. & Ors

RESPONDENT

Date of Decision : 14-07-2025

Acts Referred:

Citation : (2025) 07 SC CK 0196

Hon'ble Judges : Sudhanshu Dhulia, J;K.Vinod Chandran, J

Bench : Division Bench

Advocate : Vikas Upadhyay, Ankita Kashyap, Ranveer Singh, Shiva Nagarn,
Awantika Manohar, Binay Kumar Das, F K Jha, Tarun Verma, Gaurav Jha, Shalini
Jha, Sanjay Kumar Singh

Final Decision : Allowed

Judgement

K. Vinod Chandran, J.

1. Leave granted.

2. The wife and three minor children of the deceased in a motor accident are before us, assailing the order of the High Court which found the involvement of the offending vehicle to be suspect. The award of the Tribunal was hence set aside, disentitling the claimants from any compensation.

3. The deceased was working as a Peon in a school and while he was returning home, the motorcycle which he was riding hit a vehicle coming at a very high speed and the rider, injured grievously, was taken to the hospital where he succumbed to the injuries. The wife and three minor children raised a claim before the Tribunal, which was allowed, granting total compensation of Rs.46,29,152/-. The appellants though had claimed a compensation of Rs.53,79,820/-, did not file an appeal from the award. The insurance company filed an appeal which was allowed against which the claimants have come before this Court.

4. The contention taken by the insurance company was that the alleged offending vehicle was not involved in the accident, especially on the ground that the FIR was registered three months after the accident. It was also contended that the driver did not have a driving license, and the vehicle did not have a permit to be used as a transport vehicle.

5. The Tribunal found that the documents of the vehicle were seized by the police and there is nothing to indicate any violation of conditions of the insurance policy. The Tribunal also found that an eyewitness was examined as PW-2 who had categorically stated about the accident, which he witnessed.

6. The High Court, on an appeal by the insurance company, picked holes in the deposition of the eyewitness; according to us without just cause. The fact that he could not speak on the details of the vehicle, like color and registration number was held to be crucial. The deposition of PW-2 that the registration of the offending vehicle was written in black color on a white background was disbelieved on the ground that the offending vehicle was a commercial one in which the number plate is written in white on a yellow background. The fact that the FIR was registered after three months was also an additional factor to disbelieve the evidence of the eyewitness, was the finding.

7. As far as the accident, it is seen that there is no dispute since a Murg report was made on intimation from the hospital which is produced as Annexure P-1 in which it was recorded that a person involved in a road accident was admitted to the hospital who died at 12:30 am. The accident is said to have occurred at 6 pm and the murg report was on the same day. The mere fact that PW-2, the eyewitness did not approach the police cannot be a reason to find the delay in FIR to be suspicious. The accident itself having been proved and a Murg report filed, definitely investigation would be carried out. We see from the FIR that based on the Murg report an investigation was carried out in the course of which the eyewitness was detected and Annexure P-2 FIR was registered. We do not find any reason to disbelieve the FIR, especially since the insurance company did not make any attempt to examine the investigating officer before the Tribunal.

8. We find absolutely no reason to sustain the order of the High Court, therefore, we set aside the same. The amounts, with interest, as awarded by the Tribunal shall be disbursed to the claimants within a period of two months, which shall be equally apportioned in the name of the wife and three minor children. If any of the minor children have not attained majority, the amount shall be kept in a fixed deposit, the interest of which can be disbursed to the mother who is the guardian. The insurance company shall deposit the amounts within the period stipulated before the Tribunal and the Tribunal shall apportion the amounts as directed hereinabove.

9. The appeal stands allowed.

10. Pending applications, if any, shall stand disposed of.