

(2000) 12 RAJ CK 0006

In the Rajasthan High Court

Case No : Civil Special Appeal No. 25 of 2000 and 8 ors. Appeals

The New India Assurance Company Ltd.

APPELLANT

Vs

Smt. Bhanwari Devi and Others

RESPONDENT

Date of Decision : 18-12-2000

Acts Referred:

Motor Vehicles Act, 1939 — Section 95, 96(2)

Motor Vehicles Act, 1988 — Section 140, 141, 145, 147(1), 147(3)

Penal Code, 1860 (IPC) — Section 279, 304

Citation : (2001) 3 CivCC 70 : (2001) 3 RLW 1430 : (2001) 2 WLC 440 : (2001) 2 WLN 21

Hon'ble Judges : Sunil Kumar Garg, J;B.J. Shethna, J

Bench : Division Bench

Advocate : Jagdish Vyas, for the Appellant; Sandeep Bhandawat, for the Respondent

Final Decision : Dismissed

Judgement

Garg, J.

(1). Since in all these Special Appeals common questions of law and facts arise, they are being decided by this common judgment.

Facts of Special Appeals No. 1 and 2.

(2). The necessary facts giving rise to Special Appeals No. 1 and 2 being D.B. Civil Special Appeals No. 25/2000 and 24/2000 respectively are as follows:-

(3). On 9.3.1997, Harchand Ram and Kailash (hereinafter referred to as deceased No. 1 and deceased no. 2 respectively) alongwith other family members boarded in Truck No. RJ-19G-3811 after paying fare to the respondent No. 5 Puna Ram, driver of the said Truck for going to village Lohawat from village Sanvreej. The said Truck, on that day, was insured with the appellant. The New India Assurance Company Limited (for short "the Assurance Company") and respondent No. 5 Puna Ram was its driver and respondent No. 6 Govind Singh

was its owner. When the Truck in question reached near the field of Shri Bagar Ram near village Khara, it turned down due to rash and negligent driving of the Truck by its driver i.e. respondent No. 5 Puna Ram, as a result of which, Harchand Ram and his son Kailash both sustained grievous injuries and later on both died. For that accident, FIR was also lodged at Police Station Phalodi and a challan was filed later on For the offence under sections 279, 337 and 304A IPC against respondent No. 5 Puna Ram for driving the Truck negligently.

(4). Deceased No. 2 Kailash was the son of deceased no. 1 Harchand Ram and thus, Legal heirs of both the deceased are common. The respondents no. 1 to 4 being legal heirs of both the deceased filed two separate claim petitions before the Motor Accident Claims Tribunal, Phalodi (Rajasthan) (hereinafter referred to as "the Tribunal") claiming compensation for death of both deceased and in both the claim, petitions, the appellant Assurance Company was impleaded as non-petitioner no. 3 and respondent no. 5 Puna Ram, driver of the Truck in question and respondent No. G Govind Singh, owner of the Truck in question were also impleaded as non-petitioners no. 1 and 2 respectively. From the record, it appears that respondent No. 5 Puna Ram and respondent No. 6 Govind Singh, driver and owner of the Truck in question respectively did not appear before the Tribunal after service on them and present appellant-Assurance Company was also served, but it did not file any reply nor any defence was adduced by the appellant-Assurance Company before the Tribunal.

(5). The Tribunal, after considering the evidence and material on record, decided both the claim petitions vide judgment and award dated 14.1.1998 and awarded compensation to the claimants in the following manner holding inter-alia appellant-Assurance Company, respondent No. 5 Puna Ram, driver of the Truck in question and respondent No. 6 Govind Singh, owner of the Truck in question liable jointly and severally for paying compensation to the claimants:-

MACT Claim No.18/97for claiming compensation for death of Kailash

Rs. 75, 000/-

MACT Claim No.17/97for death of Harchand Ram

Rs. 3, 67, 000/-

(6). Aggrieved from the said judgment and award dated 14.1.1998 passed by the Tribunal, the appellant-Assurance Company preferred two separate appeals before this Court and the same were registered as S.B. Civil Misc. Appeals No. 636/2000 and 340/98. In these appeals, it was pleaded by the Assurance Company that it was not liable to pay compensation to the claimants as there was breach of the terms of the policy and it has placed reliance on Section 149(2)(a) of the Motor Vehicles Act, 1988 (hereinafter referred to as "the Act of 1988"), as both deceased sat in the goods Truck by paying fare to its driver. Both the appeals of the Assurance Company were dismissed by the learned Single Judge of this Court vide judgment dated 15.9.2000 placing reliance on the

judgment of the Hon''ble Supreme Court in New India Assurance Company vs. Satpal Singh and Ors. (1) holding that the said judgment of the Hon''ble Supreme Court squarely covered the controversy in the present case.

(7). Aggrieved from the said judgment of the learned Single Judge dated 15.9.2000, the appellant-Assurance Company has filed Special Appeal No. 1 and 2 being D.B. Civil Special Appeals No. 25/2000 and 24/2000 respectively.

Facts pertaining to Special Appeals No. 3 to 9 being D.B. Civil Special Appeals No. 40/2000, 41/2000, 42/2000, 43/2000, 44/2000, 45/2000 and 46/2000 respectively.

(8). On 5.5.1991, about 60 Baraties boarded in the Truck No. RJ. 03-G-117 after paying fare to the respondent No. 6 Khuda Bux, driver of the said Truck for going from Village Mungana to Kalimagri to attend the marriage of one Shri Kesha Meena. On that day, the said truck was insured with the appellant-Assurance Company and its driver was respondent No. 6 Khuda Bux and its owner was respondent No. 5 Ramesh Chandra. When the said Truck reached near village Limbarwara, it turned down, as a result of which, several persons sustained simple and grievous injuries and five persons dead. For that accident, FIR was also lodged in the Police Station Parshola and a challan was filed later on for the offence under Sections 279, 337, 338 & 304-A IPC against the respondent No. 6 Khuda Bux for driving the Truck in question negligently.

(9). Thereafter, because of this accident, seven claim petitions were filed separately before the Motor Accident Claims Tribunal, Udaipur (Rajasthan) hereinafter referred to as "the Tribunal") by the Legal Representatives of the concerned deceased and injured persons and the appellant-Assurance Company, respondent No. 6 Khuda Bux, driver of the truck in question and respondent No, 5 Ramesh Chandra, owner of the truck in question were impleaded as non-petitioners.

(10). The learned Tribunal, after framing issues and recording evidence of the parties, decided all the seven MACT claims vide judgment and award dated 30.3.2000 and awarded compensation to the claimants in the following manner:

S.No.

Claim No.

S.B.C. Misc. Appeal No.

D.B.C. Misc. Appeal No.

Amount Awarded

1.

464/94

368/2000

42/2000

Rs. 24,000A

2.

465/94

369/2000

43/2000

Rs. 1,00,000/-

3.

466/94

366/2000

44/2000

Rs. 1,00,000/-

4.

467/94

370/2000

45/2000

Rs. 15,000A

5.

468/94

367/2000

41/2000

Rs. 50,000/-

6.

469/94

365/2000

46/2000

Rs. 2,28,000/-

7.

89/95

3371/2000

40/2000

Rs. 2,82,000/-

(11). The learned Tribunal while deciding issue No. 3 held that appellant-Assurance Company is liable to pay compensation even if passengers were travelling in a goods vehicle after paying fare.

(12). Aggrieved from the said judgment and award of the Tribunal dated 30.3.2000, the appellant-Assurance Company has preferred seven separate appeals before this Court and the same were registered as S.B. Civil Misc. Appeals No. 365/2000, 366/2000, 367/2000, 368/2000, 369/2000, 370/2000 and 371/2000. The learned Single Judge of this Court vide his judgment dated 22.8.2000 dismissed all these appeals of the Assurance Company at the stage of admission holding that the appellant Assurance Company is liable to pay compensation and the plea of the appellant Assurance Company that it was not liable to pay compensation was not found favour with the learned Single Judge. While dismissing the appeals of the Assurance Company, the learned Single Judge placed reliance on the following authorities:-

1. Santra Bai vs. Prahlad (2)
2. Smt. Mallawwa Etc. vs. The Oriental Insurance Co. Ltd. (3)
3. New India Assurance Company Limited vs. Satpal Singh (4)
4. Pushpa Bai vs. M/s, Ranjeet Ginning (5)

(13). Aggrieved from the said judgment of the learned Single Judge dated 22.8.2000, seven separate special appeals from 3 to 9 have been preferred by the appellant-Assurance Company.

(14). In all these special appeals, the following common questions of law and facts were raised by the learned counsel for the appellant-Assurance Company:-

Common question of law and facts in all the nine special appeal as raised by the learned counsel for the appellant-Assurance Company.

1. That the judgments and award dated 14.1.1998 and 30.3-2000 passed by the Tribunal as well as the judgments dated 15.9.2000 and 22.8.2000 passed by the learned Single Judge of this Court are contrary to law and facts as the Tribunal as well as the learned Single Judge have committed gross error of law while not considering the provisions of Sec. 149(2) of the Act of 1988 which provides that the Assurance Company is entitled to defend the claim petition on the ground that the vehicle was used for hire or reward and was not covered by a permit to ply for hire or reward and by doing so the conditions specified in the policy have been violated. It has been further argued that when there was a specific bar under the law to allow the passengers to travel in the goods vehicle, the appellant Assurance Company cannot be held liable to pay compensation for such fare paying passengers in the goods vehicle. Thus, the impugned judgments &

awards of the Tribunal as well as the impugned judgments of the learned Single Judge are liable to be quashed.

2. That the learned Single Judge has committed grave error of law while considering the arguments raised by the appellant- Assurance Company that fare paying passengers in a goods vehicle cannot be regarded as a third party and the appellant Assurance Company was not required to cover the risk of the fare paying passengers in a goods vehicle.

(15). In support of the above two contentions, the learned counsel for the appellant Assurance Company has placed reliance mainly on the provisions of Section 149(2)(a) of the Act of 1988.

(16). The above submissions have been controverted by Mr. Sandeep Bhandawal, learned counsel appearing for the respondents in Special Appeal- No. 1 and 2 (D.B. Civil Special Appeal No. 25/2000 and 24/2000 respectively).

(17). We have heard the learned counsel for the appellant Assurance Company and the learned counsel for the respondents in Special Appeals no. 1 and 2 and gone through the record of the Tribunal.

(18). It may be stated here that out of nine Special Appeals, eight Special Appeals were admitted by this Court and notices were ordered to be issued to the respondents. The Special Appeal No. 25/2000 has not yet been admitted and at the request of the learned counsel for the appellant Assurance Company admitted appeals were ordered to be listed with Special Appeal No. 25/2000 as common questions of law and facts are involved in all these nine Special Appeals. Thus, at the request and with the consent of Mr. Jagdish Vyas, learned counsel for appellant Assurance Company and Mr. Sandeep Bhandawat, learned counsel appearing for the respondents in Special Appeals No. 25/2000 and 24/2000, all these nine appeals were heard even in the absence of other respondents, who have not been served so far.

(19). Before proceeding further, we must make clear what the word "Third Party" means in considering the claims under the provisions of the Act of 1988.

Third Party

(20). The expression "Third Party" has not been defined in the Act of 1988. Section 145(g) of the Act of 1988 simply says that "Third Party" includes the Government. Generally, the word "include" is used in order to enlarge the meaning of words or phrases occurring in the body of the statute. The word in respect of which "include" is used bears both its extended statutory meaning and its ordinary, popular and natural sense whenever that would be properly applicable. In this respect, reference can be made to Maxwell on Interpretation of Statutes, 12th Ed., P. 270. In Stroud's Judicial Dictionary, 3rd Ed., Vol. 4 pp. 3019-3020, the expression "Third Party Risks" has been given as below: -

"Third Party Risks connotes that the insurer is one party to the contract, that the

policy holder is another party, and that claims made by others in respect of the negligent use of the car, may be naturally described as claims by third parties."

(21). The Privy Council in *Digby vs. General Accidents, Fire & Life Assurance Corporation* (6), accepted the meaning of the expression "Third Party" as given in Stroud's Judicial Dictionary.

(22). Third Party Risk Policy covers liabilities for death or injury caused to a third person or damage caused to the property of a third person arising out of the use of a motor vehicle. In this way this policy is wider than an Act policy. The object of the provisions of Chapter XI of the Act of 1988 is to see that third parties who have to suffer on account of the use of the motor vehicle get damages for injuries suffered. Its ancillary object is also to see that their ability to get damages does not depend on the financial condition of the driver of the vehicle. As held in *New Asialic Insurance Co. Ltd. vs. Pessumal Dhanmal* (7), by the Hon'ble Supreme Court, the provisions are to be construed in a manner ensuring this object of the enactment. The liability of the insurer to third parties being statutory, the right of third parties flows from the statute and is not contractual. An insurer cannot avoid the liability to third parties in spite of the fact that the insurer is entitled to avoid or cancel the policy for breach of certain restrictions or conditions.

(23). Thus, from the above discussion, it becomes clear that the Third Party is altogether different from the policy holder and the Insurance Company and its rights are not dependent on the terms and conditions which have taken place on insurer and insured.

(24). Before proceeding further, we must state some thing about the expression "any person"

Any person

(25). The expression "any person" in Section 147(1)(b)(i) of the Act of 1988 is wide enough to include, in our humble opinion, a gratuitous passenger as well as the person, who sits in a goods vehicle after paying some money.

(26). In this respect, it would be worthwhile to mention here the decision of the Orissa High Court in *The Divisional Manager, Oriental Insurance Co. Ltd. vs. Jasoda Mohanla* (8), where it has been held that the word "any person" used in Section 147(1)(b)(i) of the Act of 1988 include persons carried by even a goods vehicle. This ruling does not make distinction of the point whether person, who sits in the goods vehicle, has paid the fare or not. Therefore, broad interpretation should be made which is favorable to the victim and beneficial to the object sought to be achieved by the Act of 1988, meaning thereby the expression "any person" would also include the person, who sits in a goods vehicles after making casual payment, apart from gratuitous passenger.

(27). There was a difference of opinion whether any person does include the gratuitous passenger or not, but this controversy has now been set at rest by the

Hon''ble Supreme Court in New India Assurance Company vs. Satpal Singh and Ors. (supra), where the following proposition of law has been laid down in respect of gratuitous passengers:-

"Under the New Act an insurance policy covering third party risk is not required to exclude gratuitous passengers in a vehicle, no matter that the vehicle is of any type of class. Hence the decisions rendered under the old Act vis-a-vis gratuitous passengers are of no avail while considering the liability of the insurance company in respect of any accident which occurred or would occur after the new Act came into force."

(28). From the above authority of the Hon''ble Supreme Court, it is abundantly clear that a gratuitous passenger travelling in a motor vehicle can be regarded as third party within the meaning of insurance policy covering third party risk.

(29). After the judgment of the Hon''ble Supreme Court in Satpal Singh's case (supra), the learned counsel for the appellant Assurance Company has now restricted his argument that where a passenger sits in a goods vehicle after paying some fare, in such a case, Assurance Company cannot be held liable and the above ruling of the Hon''ble Supreme Court in Satpal Singh's (supra) does not cover such type of cases.

(30). In our opinion, the above submission of the learned counsel for the appellant Assurance Company would not stand in view of the following discussions,

(31). It may be stated here that it is an accepted principle of interpretation of statutes that in case of beneficial legislation construction of any provision, which is more favourable to the persons for whose benefits the law has been enacted should be adopted. There cannot be any dispute that Motor Vehicles Act particularly the provisions relating to compensation for the victims of road accidents and the requirement of compulsory insurance coverage are meant for the benefit of the victim and the members of their family.

(32). For convenience, Section 149 of the Act of 1988 is reproduced hereinbelow:-

" 149. Duty of insurers to satisfy judgments and awards against person insured in respect of third party risks:-(1) If, after a certificate of insurance has been issued under sub-Sec. (3) of Section 147 in favour of the person by whom a policy has been effected judgment or award in respect of any such liability as is required to be covered by a policy under clause (b) of sub- section (I) of Section 147 (being a liability covered by the terms of the policy) is obtained against any person insured by the policy then, notwithstanding that the insurer may be entitled to avoid or cancel or may have avoided or cancelled the policy, the insurer shall, subject to the provisions of this section, pay to the person entitled to the benefit of the decree any sum not exceeding the sum assured payable thereunder, as if he were the judgment-debtor, in respect of the liability, together

with any amount payable in respect of costs and any sum payable in respect of interest on that sum by virtue of any enactment relating to interest or judgments.

(2) No sum shall be payable by an insurer under sub-sec. (1) in respect of any judgment or award unless, before the commencement of the proceedings in which the judgment or award is given the insurer had notice through the Court or, as the case may be, the Claims Tribunal of the bringing of the proceedings, or in respect of such judgment or award so long as execution is stayed thereon pending an appeal; and an insurer to whom notice of the bringing of any such proceedings is so given shall be entitled to be made a party thereto and to defend the action on any of the following grounds, namely:-

(a) that there has been a breach of a specified condition of the policy, being one of the following conditions, namely;-

(i) a condition excluding the use of the vehicle

(a) for hire or reward, where the vehicle is on the date of the contract of insurance a vehicle not covered by a permit to ply for hire or reward, or

(b) for organised racing and speed testing, or

(c) for a purpose not allowed by the permit under which the vehicle is used, where the vehicle is a transport vehicle, or

(d) without side car being attached where the vehicle is a motor cycle; or

(ii) a condition excluding driving by a named person or persons or by any person who is not duly licensed, or by any person who has been disqualified for holding or obtaining a driving license during the period of disqualification; or

(iii) condition excluding liability for injury caused or contributed to by conditions of war, civil war, riot or civil commotion; or

(b) that the policy is void on the ground that it was obtained by the non-disclosure of a material fact or by a representation of fact which was false in some material particular.

(3).....

(4).....

(5).....

(6).....

(7)....."

(33). Sub-section (2) of Sec. 149 of the Act of 1988 mentions the grounds on which the insurer is entitled to defend its case. These grounds are first; that there has been breach of a specified condition of the policy (just quoted above) and secondly, that the policy had been obtained by non-disclosure of a material

fact or by representation of a fact which was false in some material particular, thereby rendering the policy itself void. In the old Act of 1939, there had been one more defence dealing with cancellation of a policy by mutual consent or by virtue of any provisions contained in the policy of insurance before the accident had taken place. This defence has been deleted in the New Act of 1988.

(34). Clause (a) of sub-section (2) of Sec. 149 of the Act of 1988 deals with, a defence on the ground of breach of a specified condition of the policy. But it is not the breach of each and every condition embodied in the policy by the insured and the insurer that would provide the insurance company a defence to disclaim its liability.

(35). This legal position has been well explained by Hon'ble Mr. Justice Sawant (as he then was) in *Ragunath Eknath Hivale vs. Shardabai Karbhari Kale* (9), in the following words:-

"The insurer can avoid its liability only if the conditions specified in Sec. 96(2) of the old Act of 1939 (Section 149 of the Act of 1988) are satisfied, and not otherwise. The contract between the insurer and the insured may permit the insurer to avoid its liability under various circumstances. However, if those circumstances do not satisfy the provisions of Sec. 96(2) of the old Act of 1939 (Sec. 149 of the Act of 1988), the insurer cannot escape its liability for the third party risks. The statute recognises no other condition for an insurer to escape its liability except those given in Sec. 96(2) of the old Act of 1939 (Section 149 of the Act of 1988), whatever the terms of the contract between the insurer and the insured. The terms of the contract between the insurer and the insured determining their rights and liability towards each other are not and should not be confused with the statutory liability of the insurer for the third party risks. If there is a breach of the contract on the part of the insured, the insurer may proceed against the insured. As far as the third party risks are concerned, the liability being statutory, it cannot be over- ridden by the terms of the contract of insurance, between parties."

(36). The law laid down by the Bombay High Court in the case of *Ragunath Eknath Hivale* (supra) was further approved by the Andhra Pradesh High Court in *United India Insurance Co. Ltd. vs. Shekamma and ors.* (10), where it has been held:-

"Motor Vehicles Act, 1939, Sec. 95 and 96(2) (Sections 147 and 149(2) of 1988 Act)-Motor insurance -Policy-Breach of-Defences available to insurance company - Vehicle was carrying seven passengers excluding the driver - Contention that the insured had committed breach of contract of insurance by allowing more than six passengers to travel in the goods vehicle - No evidence that a condition was attached to the permit not to carry more than six employees and there was no permission from the transport authority to carry more than six employees - Whether this defence is available to the insurance company and it can avoid its liability to a third party - Held ; no; insurance company may proceed against the

insured."

(37). Thus, it becomes crystal clear that if there is breach of the contract on the part of the insured the insurer could proceed against the insured, but as far as the third party risk is concerned, the liability having been created by the statute cannot be over-ridden by the terms of the contract of insurance between the parties.

(38). It may further be stated here that the right of third party flows from the statute and is not contractual. Thus, an insurer cannot avoid the liability to third parties in spite of the fact that the insurer is entitled to avoid or cancel the policy for breach of certain restrictions or conditions.

(39). Earlier in the year 1985, a Full Bench of this Court in Santra Bai and ors. vs. Prahlad and Ors. (supra) has laid down the following two propositions of law:-

"1. in case of a gratuitous passenger going on joy ride or on his own responsibility, insurance company is not liable;

2. in case of passenger carried for hire or reward or by reason of or in pursuance of a contract of employment in any vehicle, the insurance company is liable. This would include owner of the goods as well as his employees."

(40). So far as the first proposition of law is concerned, as already stated above, the same is no good law after the judgment of the Hon'ble Supreme Court in Satpal Singh's case (supra).

(41). So far as the second proposition of law as propounded by the Full Bench of this Court is concerned, that itself covers the present controversy which has been raised by the learned counsel for the appellant Assurance Company.

(42). Apart from, the Hon'ble Supreme Court in Sml. Mallawwa etc. vs. The Oriental Insurance Co. Ltd. & Ors. (supra) has held that it would not be proper to consider a goods vehicle as a passenger vehicle on the basis of a single use or use on some stray occasions at that vehicle for carrying passengers for hire or reward.

(43). Thus, if we look to the facts of the present case, it appears that passengers sitting in the goods vehicle in question might have paid some money to the driver of the Truck, but it does not mean that goods vehicle was being used systematically carrying passengers, rather it was a casual use. From this point of view also, if any fare has been paid by the deceased or injured, as the case may be, they would also fall in the category of "any person" and would be termed as "third party" and in such a situation, Assurance Company cannot escape its liability.

(44). The above view is further supported by the decision of this Court in National Insurance Co. Ltd. vs. Abdul Majid and ors. (11), where this Court propounded the following proposition of law:-

"Motor Vehicles Act, 1939, Sec. 95 (Section 147 of 1988 Act)- Motor insurance - Goods vehicle - Passenger risk - Liability of insurance company-Four persons [ravelling in a goods vehicle by paying fare were injured and one of them succumbed to his injuries - Whether insurance company is liable for passengers carried for hire or reward -Held: Yes."

(45). The view taken by this Court further gets support from the decision of this Court in *Had hey Shyam vs. The New India Insurance Co. & Ors.* (12).

(46). The following observations made by the Orissa High Court in *SmI. Mandi Das and Ors. vs. Smt. Rama Devi and anr* (13), further strengthens the view taken by the Court:-

"Motor Vehicles Act (59 of 1988) Sees. 140, 141, 149 - Accident -Liability of owner and Insurer. Death of passengers travelling in truck-Passengers carried unauthorisedly - Owner not laking specific stand that she had forbidden any other driver to drive truck and had forbidden driver to lake passengers - Owner liable to pay compensation Consequently insurer would also be liable."

(47). The Himachal Pradesh High Couri in *Manjit Singh vs. Rattan Singh and Ors.* (14), in a similar situation has held that if the passenger sits in the truck after paying fare to its driver, such use may be irregular but cannot be said to be so fundamental a breach to put an end to contract of insurance and insurer would be liable to pay compensation to claimants. This proposition laid down by the Himachal Pradesh High Court also supports the view which we have taken.

(48). Thus, the legal position regarding the defences available to the Insurance Company and liability of the Insurance Company against the third party may be summarised in the following manner:-

1. As far as the third parly risk is concerned, the liability being slatutory, it cannot be over-ridden by the terms of the contract of insurance between the parties.

2. A person silting in a goods vehicle whether he is a gratuitous passenger or a paid passenger would be covered by the expression "any person" as defined in Sec. 147(1)(b)(i) of the Act of 1988 and would be termed as "third party" and if such type of person suffers . any injuries, the Insurance Company would be liable to make compensation and it cannot escape from its liability by pleading that breach of the terms of the policy has laken place.

3. If there is breach of the terms of the policy on the part of the insured, the insurer (Insurance Company) can proceed against the insured (owner of the vehicle) and not against the third party.

(49). Thus, the argument of the learned counsel for the appellant Assurance Company that because of the provisions of Sec. 149(2)(a) of the Act of 1988, the Assurance Company in all these nine Special Appeals would not be liable to pay compensation to the claimants, stands rejected for the above reasons,

discussions and observations.

(50). Thus, in our considered opinion, the learned Single Judge was right in holding that the appellant Assurance Company is liable to pay compensation to the claimants and in arriving at this conclusion, he has given cogent reasons. We see no reason to take a different view from the one taken by the learned Single Judge. The learned Single Judge rightly repelled the contention of the appellant Assurance Company on the aforesaid score.

(51). Accordingly, we see no force in all the above-mentioned none Special Appeals filed by the New India Assurance Company Limited and the same are hereby dismissed. No order as to costs.