(1992) 08 P&H CK 0004

In the Punjab And Haryana At Chandigarh

Case No : First Appeal from the Order No. 1386 of 1991

Tilak Raj and Another APPELLANT

Vs

Rachhpal Singh RESPONDENT

Date of Decision : 12-08-1992

Acts Referred:
Motor Vehicles Act, 1939 — Section 95(2)

Citation : (1993) ACJ 286 : (1993) 103 PLR 156

Hon'ble Judges : V.K. Jhanji, J

Bench : Single Bench

Advocate : D.S. Pheruman, for the Appellant; R.N. Moudgil and M.B. Singh, for the Respondent

Final Decision : Allowed

Judgement

V.K. Jhanji, J.—This is owner''s appeal directed against the Award of the Motor Accidents Claims tribunal (for short the Tribunal) whereby compensation of Rs. 66,000/- was awarded to Rachhpal Singh (respondent No. 1 herein) on account of the damage to his truck.

2. Rachhpal Singh claimant filed an application against the owner of Truck No. PAT 4730 before the Tribunal as well as against the Insurance Company. In the application, it was stated that I 20-10-1989, Truck No. PUG 6916 was being driven at a normal speed on the left side of the road when the offending Truck No 4730 struck against it. As a result of the accident, one of the persons, namely Gurdip Singh alias Kali Dass died on the ''spot and the other labourers also received injuries. In the claim petition, it was claimed that the claimant is entitled to Rs. 79,680/- towards the price of new parts; Rs. 4,875/- towards repair expenses; Rs. 2,000/- Awards salvage charges and Rs. 20,000/- towards loss due to non use of the truck.

3. The Tribunal found that the accident took place as a result of negligent driving of truck No. PAT-4730. Tribunal also found that the truck was damaged and,

therefore, after giving concession of 25% towards depreciation, a total sum of Rs. 66, 000/- was awarded. However, no amount was awarded for loss on account of non-use of the truck. A sum of Rs. 66,000/- was held to be payable by the respondents and the liability of the Insurance Company was restricted to Rs. 6,000/- only. This order is being impugned here in the appeal.

4. I earned counsel for the appellant contends that according ''to Insurance Policy R-1, liability of the Insurance Company was Rs. 1,50,000/- and not Rs. 6,000/- as held by the Tribunal.

5. With the help of learned counsel, I have gone through the Insurance Policy, R-1 and I find considerable force in the argument of learned counsel for the appellant.

6. A bare perusal of the Insurance Policy, R-1 shows that an additional premium of Rs. 100/- was paid towards ''property damage'' limit. This was over and above the premium payable for statutory limit In Motor Guideline Tariff maintained by the National Insurance Company Limited, it has been mentioned that if premium of Rs. 100/- is paid, the limit of property damaged shall be Rs. 1,50,000/-. Admittedly, in this case premium of Rs. 100/- was paid and, therefore, liability of the Insurance Company was extended to Rs. 1,50 000/-. Though the Insurance Company in its written statement has stated that their liability is only to the extent of Rs. 6,000/-, yet this stand of the Insurance Company is not tenable because of extra premium which the owner had paid under the Policy, R-1.

7. Learned counsel for the appellant has brought to my notice that a sum of Rs. 25,000/- was paid to the claimant. As I have held that the liability of the Insurance Company is Rs. 1,50,000/- therefore, the appellant shall be entitled to recover this amount from the Insurance Company.

8. No other point was urged.

9. As a result thereof, the judgment of the Tribunal is modified and the appeal is allowed in the terms indicated above with no order as to costs.

10. Cross-objections are dismissed. No costs.