
(2007) 07 AP CK 0046

In the Andhra Pradesh High Court

Case No : CMA No"s. 1725 and 1726 of 2003

United India Insurance Co. Ltd.

APPELLANT

Vs

Chakali Jakkalu and Another

RESPONDENT

Date of Decision : 11-07-2007

Acts Referred:

General Clauses Act, 1897 — Section 13

Motor Vehicles Act, 1988 — Section 147, 147(2), 163A, 166

Citation : (2008) 1 ALD 190

Hon'ble Judges : B. Prakash Rao, J

Bench : Single Bench

Advocate : Naresh Byrapaneni, for the Appellant; K. Rathangapani Reddy, for the Respondent

Final Decision : Dismissed

Judgement

B. Prakash Rao, J.—Since common question arises in these two appeals and since they also arise out of the same accident, they are being taken up together for disposal. The appellant in these two appeals is the insurance company who seeks to assail the correctness of the judgment and decrees in O.P. Nos. 83 of 2000 and 85 of 2000, dated 6.11.2002, on the file of the Motor Accident Claims Tribunal (Principal District Judge), Kurnool allowing the claims for compensation under Sections 163-A and 166 of the Motor Vehicles Act, 1988 (for brevity "M.V. Act") on account of injuries sustained by the claimants in a motor accident.

2. Briefly stated, the facts of the case are that on 21.12.1998, both the claimants along with their bags of paddy engaged a lorry bearing No.AP-21/U.3940 and loaded the same and boarded the lorry as owners of goods, however, since the said vehicle was being driven in a rash and negligent manner, the driver lost control and the vehicle went off the road and hit a roadside tree. As a result of which, both the claimants received injuries. Hence the respective claims.

3. Contesting the claim, the appellant and also the owner totally denied the rashness and negligence and also in regard to the quantum. That apart, the

appellant herein has also denied its liability since the claimants include more than one and it would not fall within the permissible limits as contemplated under law.

4. After framing of the issues, both the cases were taken up separately and during the course of enquiry in O.P. No. 83 of 2000, on behalf of the claimant, he examined himself as P.W.I and marked Exs. A.1 and A.2. On behalf of respondent, appellant herein, R.W.1 was examined and Ex. B.1 was marked. Similarly in O.P. No. 85 of 2000, the claimant examined himself as P.W.1 and marked Exs. A.1 and A.2. On behalf of the respondent, appellant herein, R.W.1, its Senior Assistant, was examined and Ex. B.1 was marked. On a consideration thereof, the Court below recording a finding that there was rash and negligent driving allowed the claim for compensation of Rs. 25,000/- (Rupees Twenty Five Thousand only) in O.P. No. 83 of 2000 and a sum of Rs. 15,000/- (Rupees Fifteen Thousand only) in O.P. No. 85 of 2000, both to carry interest at 9% per annum from the date of application till the date of realization. Hence these two appeals.

5. Sri Naresh Byrapaneni, the learned Standing Counsel appearing on behalf of the appellant, strenuously contended that having regard to the expression used u/s 147 of the M.V. Act it can be only one owner and not more than one and therefore, such claims by injured in numbering more than one is not sustainable. These submissions are sought to be repelled on behalf of the claimants, respondent No. 1 in the appeals.

6. Having heard the learned Counsel on either side, the only question which arises for consideration in these appeals is as to whether in the circumstances the appellant can be made liable to pay the compensation in respect of any such injuries to more than one owner of the goods travelling in the vehicle which is involved in the accident.

7. Having regard to the aforesaid question which arises for consideration, it does not necessitate to delve into the facts of the case or even the findings as arrived at by the Court below. Therefore, this Court is not going into the facts of the case. Considering the aforesaid proposition which has been put-forth on behalf of the appellant, it is necessary to refer to the relevant portion of Section 147 of the M.V. Act, which reads as follows:

Requirements of policies and limits of liability:--(1) In order to comply with the requirements of this Chapter, a policy of insurance must be a policy which

(a) xxx

(b) insures the person or classes of persons specified in the policy to the extent specified in Sub-section (2),--

(i) against any liability which may be incurred by him in respect of the death of or bodily injury to any person, including owner of the goods or his authorized representative carried in the vehicle or damage to any property of a third party caused by or arising out of the use of the vehicle in a public place;

(ii) xxx

x x x x

8. The main contention thus is on the similar expression used in the above said provision "owner of the goods or his authorized representative" and therefore it is the contention of the appellant that it is only a single owner but not more than one who can claim any compensation in respect of the goods which are carried even though there exist more than one owner along with their goods which are being carried in the vehicle. The said aspect needs no further consideration having regard to the specific provision of Section 13 of the General Clauses Act which itself contemplates that in any central legislations unless there is anything repugnant, the words in the singular shall include the plural and vice versa.

9. Having regard to the same, it is not open for the appellant to contend that such expression can only be taken as singular but not more than one, especially in regard to the goods vehicle. There can be different owners and different set of goods and if any such damage is caused, certainly, all such owners can lay a claim against the insurance company. Hence, I do not find any merit in the above C.M.As.

10. The civil miscellaneous appeals are accordingly dismissed. No costs.