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**(1986) 08 BOM CK 0023**  
**In the Bombay High Court**

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|----------------------------------------|------------|
| Vishwanath Mahalu Gondhali and another | APPELLANT  |
| Vs                                     |            |
| Ramanlal Deoram Tamboli and another    | RESPONDENT |

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**Date of Decision :** 12-08-1986

**Acts Referred:**

Motor Vehicles Act, 1939 — Section 110A, 92A, 92B

**Citation :** (1987) ACJ 45 : (1986) 88 BOMLR 515 : (1987) 62 CompCas 510

**Hon'ble Judges :** S.C. Pratap, J

**Bench :** Single Bench

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## Judgement

S.C. Pratap, J.—This is the original claimants" - parents of the victim - revision against rejection by the Motor Accidents Claims Tribunal (hereinafter referred "the Tribunal") of their application for payment of compensation on no fault basis u/s 92A of the Motor Vehicles Act, 1939, (hereinafter "the Act").

2. The victim died on the spot on March 11, 1985, in an accident involving a truck bearing MHS 511, then owned and driven by respondent No. 1. Respondent No. 2 was, according to the petitioners, the insurer of the said vehicle. The petitioners filed compensation application u/s 110A of the Act along with a separate application (exhibit 5) u/s 92A of the Act for immediate payment of compensation of Rs. 15,000 on no fault basis. The petitioners later filed another application (exhibit 21) and pressed their earlier aforesaid application (exhibit 5). Respondent No. 1 did not deny the fatal accident. Respondent No. 3, New India Assurance Co. Ltd. (hereinafter "the insurance company"), appeared but had not filed its written statement. The Tribunal, however, rejected the petitioners' application (exhibit 21) as "misconceived" and "premature". Hence this petition.

3. Considering the scheme of Chapter VII-A, introduced in the main enactment by Amending Act No.47 of 1982 with effect from October 1, 1982, which deals with "Liability without fault in certain cases" and the provisions of sections 92A and 92B forming part thereof, I find the impugned order unsustainable. The object of these provisions is to speed up payment of compensation on no fault principle. The legal representatives of the victim are under these beneficial

provisions entitled to get the minimum statutory reef expeditiously. Here, respondent No. 1, owner of the vehicle with himself at the wheel at the relevant time, admitted the fatal accident. There are also on the record particulars of the insurance policy with its number, its validity period and the name of respondent No. 2 as the insurance company. Respondent No. 2, though served and appearing, had not denied the basic facts, viz., the fatal accident and the insurance. All the pre-requisites for an order u/s 92A were thus very much in existence. The relief claimed was, therefore, neither misconceived nor premature as has unfortunately been the impression of the Tribunal. The Tribunal, therefore, erred in even so declining to order expeditious payment of compensation on the principle of no fault.

4. By the approach of the Tribunal, relief to the legal representatives of the victim would stand delayed and the salutary provisions of Chapter VII-A would stand defeated. When, under these provisions, speed is of the essence, such delay is akin to injustice and a breach of the legislative mandate. These provisions constitute a measure of social justice. It is time the Tribunals awaken themselves to the beneficent objects thereof. It is also time insurance companies arise from their proverbial slumber.

5. Hence order :

(a) This revision applicant is allowed. The impugned order dated September 2, 1985, is set aside. The respondents are directed to forthwith deposit in the Tribunal Rs. 15,000 (fifteen thousand) as compensation on no fault basis. Liberty to the petitioners to unconditionally withdraw the same.

(b) Rule absolute with costs throughout.