



IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

FAO-6480-2018 (O&M)

Judgment reserved on 07.08.2025
Judgment pronounced on 02.09.2025

OM PARKASH AND OTHERS

... APPELLANTS

VERSUS

NEERAJ AND ANOTHER

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Manoj Tanwar, Advocate and
Mr. Sarawar Ali, Advocate
for the appellants.

Mr. R.C. Kapoor, Advocate
for respondent No. 2.

PARMOD GOYAL, J.

The present appeal has been preferred by appellants/respondents No. 1 to 3, who are aggrieved by the impugned award dated 09.07.2018 passed by the Court of Motor Accident Claims Tribunal, Narnaul (hereinafter referred as 'the Tribunal'), vide which total compensation of ₹4,13,753/- was awarded on account of injuries suffered by claimant in accident dated 08.01.2016, which claimant claimed to have been caused by rash and negligent driving of respondent No. 1, while driving Mahindra Jeep bearing registration No. RJ-18C-3255.

2. The appellants (respondent Nos. 1 to 3 before the Tribunal) are aggrieved by the impugned award insofar as they have been held liable to pay the awarded compensation and Insurance Company (respondent No. 4) was exonerated from any liability as it was found that Insurance Policy was in fact taken by respondent-owner of the offending vehicle after the accident.

3. The facts of the present case are not disputed. The claimant has asserted that on 08.01.2016, he, along with his co-villager Sudhir, was traveling



from Chidawa to Singhana on a motorcycle bearing registration number HR-35-E-2672, owned by Sudhir. The motorcycle was being driven by the claimant at a moderate speed adhering to traffic rules. At about 2:00 p.m., when they reached near the Powerhouse, in the meanwhile, a Mahindra Jeep bearing registration No. RJ-18C-3255, coming from the Singhana side at a high speed in a rash, negligent and zig-zag manner and coming from the wrong side, hit the motorcycle of the claimant, resulting into grievous injuries to the claimant.

4. An FIR was lodged on 12.01.2016. Claimant appeared as PW-2 and reiterated manner of accident, while lodging of FIR and as per facts stated in claim petition. To counter the manner of accident, respondent no. 1-driving of offending vehicle chose not to appear before the Tribunal. However, respondent Nos. 1 to 3 had examined RW-1 Vijay Pal, respondent No. 3-Superdar (custodian) of the offending vehicle in whose possession offending vehicle was at the time of accident, Insurance Company respondent No. 4 had examined Sanjay Kumar Meena, Branch Manager of Insurance Company as RW-2. Sanjay Kumar Meena was examined by Insurance Company to show that premium was paid after the accident and, therefore, at the time of accident offending vehicle was not covered under a valid insurance policy.

5. Following issues were framed from the pleadings of the parties:-

1. *Whether the accident in question took place on account of rash and negligent driving of vehicle no.RJ18C-3255 driven by respondent no.1 ? OPP*
2. *If issue no.1 is proved, whether Neeraj got Injured in the above said accident? 7OPP*
3. *If issues no.1 and 2 are proved whether the petitioner is entitled to receive any amount of compensation, if yes then how much and from whom? OPP*
4. *Whether the respondent no.1 was driving the offending vehicle in violation of terms and conditions of the insurance policy?*



OPP.

5. *Relief.”*

6. The learned Tribunal, after considering the respective contentions of parties, decided issue Nos. 1 and 2 in favour of claimant and concluded that accident was caused by respondent No. 1 and held claimant entitled to Rs.4,13,753/- on account of injuries suffered by him. There is no serious challenge to the findings of learned Tribunal as regards to manner of accident and with regards to quantum of compensation awarded to the claimants.

7. The main challenge raised in the present appeal by appellants-respondent Nos. 1 to 3 is regarding fact that offending vehicle was duly covered by Insurance policy on the day when the accident took place i.e. on 08.01.2016. Facts regarding issuance of insurance policy/cover are also not in much dispute. It is admitted fact that insurance policy was taken by respondents. i.e. driver/owner of offending vehicle on 08.01.2016, which was stated in the cover note Ex. R-3 to be valid from 09.01.2016 to 08.01.2017. The insurance company has duly examined Sanjay Kumar Meena, Branch Manager of insurance company as RW-2. He in his evidence has asserted that cover note was issued on 08.01.2016 at 2.30 p.m. It is the case of respondents that the premium towards insurance was paid on 08.01.2016 at 2.30 p.m. and thereafter, the accident had taken place at 3.00 p.m. Therefore, on the basis of judgment of Supreme Court in '***Oriental Insurance Co. Ltd. VS. Dharam Chand and others, 2010 (ACJ) 2659***' it is being argued that since premium stood paid, therefore, the offending vehicle was covered by valid insurance, hence it is insurance company who is liable to pay compensation. Reliance has been placed upon affidavit Ex. PW2/A filed by claimant wherein he claimed that accident had taken place at about 2/3.00 p.m.

8. The learned Tribunal, after considering evidence noted above,



concluded that accident had taken place at 2.00 p.m.

9. The only argument in the present case is that since claimant while appearing as PW-2, stated the time of accident to be 2.00/3.00 p.m. and RW-2 admitted that the insurance premium was paid at 2.30 p.m., therefore, on the preponderance of probabilities it ought to have been held that accident had taken place at 3.00 p.m., whereas insurance policy/its premium was paid at 2.30 p.m. However, on appreciation of evidence noted above, no such conclusion, as being argued on behalf of appellants can be recorded.

10. Admittedly, FIR was lodged prior in time then the evidence led by parties. Accident had taken place on 08.01.2016, while the FIR was lodged on 12.01.2016. The insurance premium was paid on 08.01.2016 at 2.30 p.m. In the FIR, time of accident has been stated as 2.00 p.m. even while appearing as PW-2, claimant has not stated time to be 3.00 p.m; rather, he stated the accident had taken place at 2.00/300 p.m. Therefore, the evidence before the Court has to be read in light of the FIR lodged on 12.01.2016. Even in his cross examination, PW-2 stated that accident had taken place at 3.00 p.m. contrary to facts stated in the FIR. PW-2 has not denied lodging of FIR. However, such assertions made in cross-examination cannot be taken and have rightly not been taken at its face value by learned Tribunal as the first version which is not disowned by claimant shows that accident had taken place at 2.00 p.m.

11. No material has been placed on record to show as to in what circumstances half an hour prior to or after the accident, insurance premium was paid by respondent Nos. 1 to 3. They have not placed on record previous insurance policy showing as to when said policy had expired as to clarify the circumstances under which policy was taken just prior to or after the accident within half an hour. Respondent No. 3, who was son of registered owner of offending vehicle had duly



replied to notice under Section 133 of Motor Vehicle Act, 1988 and had admitted his signature over the same, while appearing as RW-1. However, he had not disclosed the time of accident in the said reply. He has also admitted in his cross examination that he had never made any complaint before higher police authorities regarding false case lodged against his vehicle. He duly admitted that respondent No. 1 is facing trial in FIR No. 17/2016 under Sections 279, 337 and 338 IPC in the Court of Judicial Magistrate, Buhana, Rajasthan, while appearing as RW-1, he could not disclose the name of insurance agent from whom he got insured his vehicle. He claimed to have paid premium in cash. He also admitted that no proposal form for issuance policy was filled by him. He admitted that insurance cover was issued at 2.30 p.m. on 08.01.2016 as mentioned in cover note Ex-P-17.

12. From the cumulative reading of the evidence noted above, it is, therefore, clearly made out from evidence led by parties before the Tribunal, was rightly considered. Learned Tribunal rightly concluded that accident took place at 2.00 p.m. Since the time of payment of the insurance premium was noted and admitted to be 2.30 p.m., therefore, it is clearly made out that at the time of the accident, the offending vehicle was not covered by insurance policy. Therefore, no fault with the findings of the learned Tribunal can be found. The present appeal is, therefore, devoid of merit and is accordingly dismissed.

13. Pending miscellaneous application(s), if any, shall also stand disposed of.

02.09.2025
manoj

(PARMOD GOYAL)
JUDGE

| | |
|---------------------------|--------|
| Whether speaking/reasoned | Yes/No |
| Whether reportable | Yes/No |