

1) Smt Draxayani S Pattanashetti and others.

v/s

1) Ranjit Singh and anr.

...Petitioners.

...Respondents.

WRITTEN STATEMENT OF RESPONDENT No. 2.

Herein the written statement on behalf of the Respondent No.2 i.e. Bajaj Allianz Gen Insurance Company Limited submits as under.

1) The petition filed by the petitioners is false, frivolous and vexatious and not admitted by this respondent and also contrary to the law and facts. The petitioners put to strict proof of the same.

2) This respondent does not admit the interest of Ranjitsingh Bahandarsingh in vehicle No. RJ-13-G-8342 and was not covered at the material time under any policy of insurance issued by this respondent. As on the date and time of accident there was no insurance of contract between the 1st respondent and this respondent, hence in absence of any insurance at the time of accident, this respondent is not liable to compensate the petitioner. The policy No. 013-181203109900208 as stated in the petition is not at all policy No. and not issued to the vehicle bearing Reg No. RJ-13-G-8342 or any other vehicle involved in the alleged accident. Hence it is very clear that Bajaj Allianz General Insurance Co. Ltd has not issued any policy to vehicle RJ-13-G-8342 and the insurance policy details mentioned in the petition are disclosing that it is a fake, fabricated one and there was no contract of insurance between 1st respondent and this respondent as on the date of alleged accident, hence this respondent is not liable to indemnify the 1st respondent.

3) This respondent denies the averments of the column No. 1 to 4 & 6 of the petition i.e. the name, address, age, occupation, and monthly income of the deceased. Further it is denied that the deceased was aged 27 years and was Private Teacher and thereby he was having income of Rs 25,000/- per month, for the same petitioners be put to strict proof of the same.

4) Further denies that the averments of the column No. 8, to 11 i.e. the place, date and time of the accident, name and address of the police station, nature of injuries sustained in the accident and the petitioners be put to strict proof of the same.

For Bajaj Allianz Gen Ins. Co. Ltd

Authorized Signatories

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5) It is further denied by this respondent that the averments of column No. 12 & 14 i.e. the name and address of medical officer/Hospital and registration number and type of vehicle involved in the accident and the petitioners be put to strict proof of the same.

6) It is further denied by this respondent that the averments of the column No. 16 i.e. the name and address of the alleged Insurer of the vehicle involved in the accident and the petitioners be put to strict proof of the same.

7) It is further denied by this respondent that the averments of column No. 18 to 21 i.e. more particularly name and address of the applicant, relation, title to the property and amount of compensation claimed under different heads and the petitioners be put to strict proof of the same.

8) The contents of the column No. 1 to 21 of the petition are not admitted by this respondent for want of knowledge.

9) The claim of Rs 40,00,000/- made by the petitioners as in the column No. 21 of the petition under different heads are not only exorbitant but also excessive, baseless and imaginary one. Hence the petitioners be put to strict proof of the same.

10) The averments made in the column No. 22 of the petition are all specifically denied by this respondent. It is false that, on 18-01-2018 the deceased was in order to purchase the new motorcycle at showroom situated at Kushtagi and deceased Prabhu and his friend were gone to Kushtagi for purchasing new motorcycle to deceased Prabhu. It is false that after purchasing the motorcycle i.e. spendor plus bearing No. T.P.No. KA 37-TZ-009407 the deceased Prabhu proceeding towards his village from Kushtagi on the said motorcycle alone on NH-50 Kushtagi Hunagund road on his roadside and with moderate speed and following the traffic rules. It is further false that when he came near Bandure cross at that time the lorry bearing No. RJ.13/G.8342 came from backside in rash and negligent manner and without following traffic rules and dashed to motorcycle from backside and caused accident. It is false that in the said accident the deceased sustained grievous injuries to his all over body. It is further false that immediately after the accident the he was shifted to Govt Hospital Kushtagi but unfortunately he was died due to grievous injuries in the said hospital i.e. after accident of 30 minutes.

11) It is further false that thereafter P.M. was conducted at Govt Hospital Kushtagi and after that the body of the deceased was handed over to the petitioners and they brought in hire vehicle and conducted the funeral as per their religious and custom and spent Rs. 50,000/- for the same.

12) It is further false that the deceased was an aged about 27 years hale and healthy person and was completed D.Ed. education and conducting the private tuition classes and also teaching in private education schools and getting Rs. 25,000/- income per month from the said profession and he was only bread winner of the family. It is also false that with no fault of deceased he lost his life and petitioners lost their future earner and also loving son and they entirely depending upon the earnings of the deceased. It is further false that now the petitioners are leading very miserable life without any sources of

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For Bajaj Allianz Gen. Ins. Co. Ltd.
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14) The claim of Rs. 40,00,000/- made as enumerated in the prayer column is not only exorbitant, but also excessive, baseless and imaginary one and not maintainable under law. The interest claimed at 18% per annum by way of damages from the date of accident till the realization is also without basis and exorbitant. It is submitted that if the Hon'ble court holds that the petitioners entitled for any compensation in this case the interest be awarded at 6% per annum from the date of award.

15) This respondent denies the petitioners are the legal heirs of the deceased. The petitioners have to prove the same with documentary evidences.

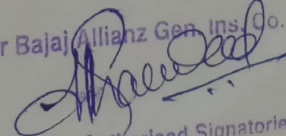
Without prejudice to the above contentions this respondent submits as follows.

A) It is submitted that the policy itself is fake policy and same is not issued in favor of respondent No.1 to the vehicle Truck bearing No.RJ-13/G-8342 by this respondent. This respondent denies the legality of the Policy. The petitioners have to prove the legality of the Policy with documentary evidences. The respondent No.1 himself is solely liable to pay the compensation to the petitioners. Hence this respondent will not be held liable to pay the compensation to the petitioners.

B) This respondent submits that the driver of the vehicle Truck bearing No.RJ-13/G-8342 was not holding valid and effective driving license at the time of the alleged accident and the owner has knowingly and willfully entrusted the said vehicle to the driver who was not holding valid DL as on the date of alleged accident and thereby the owner has violated the provisions of the MV Act. Further, the vehicle Truck bearing No.RJ-13/G-8342 was not having valid Permit & Fitness Certificate to ply on the road and thereby the owner has violated the provisions of the MV Act.

C) This respondent further craves the leave of the Hon'ble court to amend or alter the written statement as and when necessary.

Therefore for these amongst other reasons, it is most humbly prayed that the claim petition as against this respondent be dismissed with costs in the in the interest of justice and equity.

For Bajaj Allianz Gen. Ins. Co. Ltd.

Authorized Signatories
Respondent No.2

Hunagund

Date: 01-09-2021

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...are read over and same are true and correct to the best of my knowledge, belief and information.

For Bajaj Allianz Gen. Ins. Co. Ltd.
[Signature]
Authorized Signatory

Hunagund

Date: 01-09 -2021

Respondent No.2

Filed in the court on: 01-09 -2021

Submitted through Advocate

[Signature]

[I S Yandigeri]

Advocate for Respondent No.2

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Respondent No.2

M.V.C. No. 91/2020.
THE COURT OF THE SR. CIVIL JUDGE & M A C T No- X
HUNAGUND AT: HUNAGUND.

1) Smt Draxayani S Pattanashetti and others.
v/s

1) Ranjit Singh and anr.

....Petitioners.
....Respondents.

VERYFYING AFFIDAVIT

Herein I, Mr. Ibrahim s/o Khajamin Dharwad Age: 43 Occ: Legal officer, Bajaj Allianz Gen Insurance Company Hubli R/o Hubli today at Bagalkot do hereby state on solemn affirmation on oath as under_

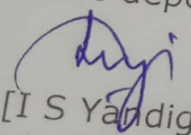
That I am Legal officer of Respondent No. 2 insurance company I know the facts of the case. Today I am filing written statement of Respondent No. 2. The contents of the written statement are read over and the same are true and correct to the best of my knowledge, belief and information.

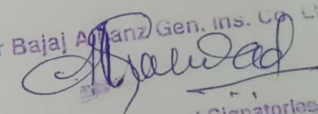
The contents of the above affidavit are true and correct to the best of my knowledge, belief and information.

Hence this affidavit.

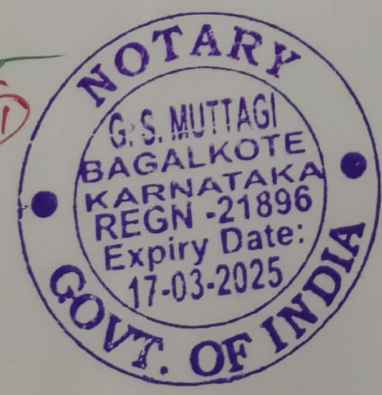
Hunagund
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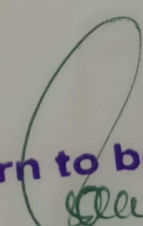
I know the deponent.


[I S Yandigeri]
Advocate for Respondent No.2

For Bajaj Allianz Gen. Ins. Co. Ltd.

Authorised Signatories
Deponent

No. of Corrections.....
NOTARY BAGALKOT



Sworn to before me

G. S. MUTTAGI
B.A.L.L.B.(Spl)
ADVOCATE & NOTARY
GOVT. OF INDIA, BAGALKOT