

BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL AT MUMBAI
Execution Application No. 208 of 2024
In M.A.C.P. No. 294 of 2016

The United India Insurance Co. Ltd.

... Applicant / Original Insurer / Decree Holder

Versus

Mr. Rishabh Sanghvi

... Opposite Party / Original Opponent / Judgment Debtor

ORDER BELOW EXHIBIT-1

Date : 11/03/2026

O R D E R

I. Introduction

1. This is an execution proceeding instituted by the applicant - original insurer for recovery of the amount deposited by it in pursuance of the judgment and award passed in M.A.C.P. No.294 of 2016. The execution is sought against the original opponent / judgment debtor, namely Mr. Rishabh Sanghvi.
2. The record shows that the award in M.A.C.P. No.294 of 2016 came to be passed on 30/06/2023. Under the said award, compensation came to be granted to the original claimant, and in the event of failure of the original opponent to deposit the amount, the insurer was directed to satisfy the award in the first instance with liberty to recover the same from the original opponent.

3. On the basis of such right of recovery, the present execution application at Exhibit-1 came to be filed by the insurer. The execution amount shown in the darkhast is Rs.11,45,483/-.

II. Material appearing from record

4. Perusal of the darkhast and accompanying documents shows that after filing of the present execution application, notice came to be issued to the judgment debtor. The bailiff's/reporting papers on record indicate that notice under execution was served upon the judgment debtor on 05/11/2024.
5. Despite service of notice, the judgment debtor did not appear and did not satisfy the award amount.
6. Thereafter, the decree holder moved an application for issuance of warrant of attachment. By order dated 03/11/2025, warrant of attachment of movable properties of the judgment debtor, as described in the darkhast, came to be issued for execution through the Sheriff/Bailiff machinery, subject to deposit of bailiff bhatta and transportation charges.
7. The record further shows that transportation/bailiff charges of Rs.15,000/- came to be deposited by the decree holder.
8. Thereafter, warrant of attachment of movable properties came to be issued. The schedule of properties in the warrant is of a

general nature and mentions furniture, fixtures, tables, fans, air-conditioners, air-cooler, television and other articles alleged to be situated at the premises mentioned in the warrant.

9. The bailiff's report on record shows that the warrant could not be executed. The report, in substance, indicates that the judgment debtor was not found at the address, that his father stated that the judgment debtor had been residing in Dubai, and that the articles in the house were not admitted to be the attachable goods of the judgment debtor. Attachment was not allowed to be effected, and the warrant remained unexecuted.

10. The subsequent roznama entries show that even after receipt of the bailiff's report, the decree holder did not take effective further steps. The matter was repeatedly adjourned for steps, and ultimately on 16/02/2026 also it was recorded that no steps were taken. Even today, no fresh and effective step is taken for proceeding further in execution.

III. Point for determination

11. In the light of the above record, the following point arises for determination:

Whether the present execution application can be kept pending indefinitely when the warrant of attachment of movable property has remained unexecuted and the decree holder has failed to take effective further steps despite repeated opportunities?

My finding is **in the negative**, for the reasons recorded hereinafter.

IV. Legal position governing execution of MACT awards

12. It is well settled that an award of the Claims Tribunal is enforceable as a decree and the Tribunal, for the purpose of enforcing its award, can exercise powers akin to those of a Civil Court under the Code of Civil Procedure. High Courts have repeatedly recognized that, notwithstanding the special forum under the Motor Vehicles Act, the Tribunal may resort to Order XXI CPC for enforcement of its award.
13. The Gujarat High Court in *Hirabhai Nanubhai Desai v. State of Gujarat* held that the Claims Tribunal is a court for all intents and purposes in relation to enforcement of its award and can exercise powers under Section 47 and Order XXI CPC; what is barred is the jurisdiction of the civil court, not the application of civil procedure for execution.
14. Likewise, in *S.P. Vasakumar Pillai v. Motor Accidents Claims Tribunal*, it was explained that for enforcement of an award, the Tribunal can apply Order XXI CPC as if the award were a money decree, and attachment of the property of the judgment debtor is a recognized mode of execution.
15. The Bombay High Court has also recognized, in the context of MACT execution, the legality of issuing a warrant of attachment

under Order XXI Rule 43 CPC where the awarded amount is not properly satisfied. In *The New India Assurance Co. Ltd. v. Hussain Babulal Shaikh*, the challenge was to an order issuing attachment warrant in execution of a MACT award, which itself demonstrates that such a coercive process is available in appropriate cases.

V. Limits on execution power and need for judicial fairness

16. However, the power of execution is not unbridled. Execution must proceed in accordance with law, on identifiable material, and through a fair and judicially appropriate mode. The latest guidance from the Hon'ble Supreme Court is significant. In a February 2026 decision concerning execution of a motor accident award, the Supreme Court deprecated hurried and disproportionate coercive attachment of office furniture, fixtures and computers without proper judicial application of mind, and emphasized fairness in the choice of mode of recovery.

17. The Supreme Court observed there that where recoverability from the insurer was not genuinely in doubt, indiscriminate attachment of office furniture and computers, in a manner likely to paralyze functioning, reflected undue haste and lack of proper judicial consideration of more appropriate modes of recovery.

18. This principle is relevant here for a different but allied reason. In the present matter, after the warrant was issued, the bailiff could not execute it. The report does not disclose any successful identification and seizure of a specific movable belonging to the judgment debtor. On the contrary, the report raises uncertainty as to the judgment debtor's present residence and also as to the ownership/possession of the household articles at the place visited. In such a situation, the Court cannot mechanically continue coercive execution without fresh and reliable particulars from the decree holder.

VI. Whether indefinite pendency can be permitted

19. Execution proceedings are meant to enforce decrees and awards; they are not to be allowed to remain on the file indefinitely without purposeful progress. At the same time, it is equally true that dismissal of an execution merely because of a solitary absence of advocate, though the decree remains unsatisfied, is not always justified. The Bombay High Court has noted that the executing court is not powerless and may exercise inherent jurisdiction in suitable cases.

20. Yet, the converse is also well established: a decree holder who remains negligent, passive and non-diligent over a substantial period cannot insist that the court keep the execution alive endlessly. In *M/s Uttam Rice Mill v. M/s Ashok Construction Company* decided on 17/03/2025, the Hon'ble Supreme Court

restored dismissal of execution proceedings, emphasizing that a litigant who is not vigilant and prompt toward his cause cannot claim equitable relief, especially where repeated directions remained uncomplied with for years.

21. The Bombay High Court has also explained that where an execution proceeding is dismissed in default of steps on a day not fixed for “hearing” within the meaning of Order XXI Rule 105 CPC, the matter may fall within inherent powers under Section 151 CPC rather than the strict Rule 105/106 framework; further, the Court has noted that much depends on the nature of the default and surrounding circumstances.

22. Thus, two principles emerge:

(i) the Court should not lightly frustrate a decree merely because of a casual absence; but

(ii) the Court is equally not bound to keep a non-progressing execution pending forever where the decree holder, despite repeated opportunities, fails to furnish actionable particulars and fails to take effective steps.

VII. Application of law to present facts

23. Tested on the above principles, this Court finds that the present case is not one of a single inadvertent default. The chronology on record shows a series of adjournments for report,

then for warrant, then for steps after receipt of the unexecuted warrant, and thereafter repeated adjournments for want of steps.

24. The decree holder did take one coercive step by seeking attachment warrant and also deposited bailiff charges. However, once the warrant returned unexecuted, it was incumbent upon the decree holder to assist the Court further by taking legally effective follow-up steps such as furnishing:

- (a) present and precise whereabouts of the judgment debtor,
- (b) reliable particulars of attachable movables actually belonging to and in possession/control of the judgment debtor,
- (c) if necessary, details of bank account or other executable assets,
- (d) if immovable property was to be proceeded against, title particulars, extract, ownership material and valuation particulars.

25. No such effective subsequent material is placed on record. The general description of household articles in the warrant, without successful identification of the judgment debtor's attachable property, is insufficient for continued coercive process.

26. The bailiff's report further indicates that the judgment debtor was stated to be residing abroad and that the person available at the address did not admit the attachability of the household articles. In absence of cogent material establishing

that the movables sought to be attached are in fact the attachable assets of the judgment debtor, this Tribunal cannot proceed further on mere conjecture.

27. It is also necessary to note that execution proceedings must remain fair not only to the decree holder but also in relation to third-party property. Articles found in a residence cannot be attached blindly unless there is material to treat them as attachable property of the judgment debtor. The executing court must avoid overbroad and uncertain coercive steps. That caution stands reinforced by the Supreme Court's recent observations against indiscriminate modes of attachment.

28. Therefore, this is not a fit case to keep the execution pending on the board without any meaningful progress. At the same time, having regard to the fact that the award remains unsatisfied qua the right of recovery claimed by the insurer, and considering that execution is a process for enforcement rather than adjudication on merits of the underlying decree, the ends of justice would be met by disposing of the present execution for want of effective steps, while preserving liberty to the decree holder to initiate fresh execution / seek revival in accordance with law, subject to limitation and upon furnishing proper executable particulars.

VIII. Conclusion

29. In view of the entire record, this Court holds that the present execution application has ceased to make effective progress after the warrant of attachment of movable property remained unexecuted. Despite repeated opportunities, no fresh, concrete and legally workable step has been taken by the decree holder. The execution, therefore, cannot be permitted to remain pending indefinitely.

30. However, since the disposal is on account of non-prosecution and want of effective execution steps after return of warrant, and not on adjudication that the decretal/award amount is not recoverable, it is appropriate to grant liberty to the decree holder to take fresh proceedings in accordance with law.

31. Citations of Judgments Referred in the Order

1. Execution of MACT Awards – Powers of Tribunal

(1) Hirabhai Nanubhai Desai vs. State of Gujarat & Ors.

Citation: AIR 1989 Gujarat 24

Principle laid down:

The Motor Accident Claims Tribunal has powers analogous to a civil court for execution of its award and can apply provisions of Order XXI CPC.

Excerpt:

“The award of the Motor Accident Claims Tribunal is executable as

if it were a decree of a civil court and the Tribunal can invoke the provisions of Order XXI of the Code of Civil Procedure for enforcing the award.”

(2) S.P. Vasakumar Pillai vs. Motor Accidents Claims Tribunal

Citation: 1994 ACJ 431 (Kerala High Court)

Principle:

MACT award can be executed like a civil court decree and attachment of property is a permissible mode.

Excerpt:

“For the purpose of enforcement of an award, the Tribunal can follow the procedure contemplated under Order XXI CPC and may attach the property of the judgment debtor.”

2. Bombay High Court – Execution of MACT Awards

(3) The New India Assurance Co. Ltd. vs. Hussain Babulal

Shaikh & Ors. Citation: 2010 ACJ 1845 (Bombay High Court)

Principle:

Attachment proceedings are permissible for recovery of amounts paid by insurer under pay and recover principle.

Observation:

“Where the insurer satisfies the award with liberty to recover

the amount from the owner, the insurer steps into the shoes of the decree holder and may initiate execution proceedings.”

3. Supreme Court – Fairness in Execution Process

(4) Swapnil Mandlik vs. The State of Maharashtra & Ors.

Citation: 2026 SCC OnLine SC 91

Principle:

Courts must exercise caution while issuing attachment warrants and ensure that the execution process does not become oppressive or disproportionate.

Observation:

“Execution of awards must proceed in a manner consistent with fairness and proportionality; indiscriminate attachment of office equipment and fixtures without proper judicial application of mind cannot be sustained.”

4. Diligence of Decree Holder in Execution

(5) Uttam Rice Mill vs. Ashok Construction Company

Citation: (2025) SCC OnLine SC 335

Principle:

Execution proceedings may be dismissed when decree holder fails to take effective steps for a long time.

Observation:

“A litigant who remains indolent and fails to pursue execution diligently cannot insist that the court indefinitely keep the execution proceedings pending.”

5. Bombay High Court – Dismissal of Execution for Default

(6) Kamalabai Govind Patil vs. Shankar Rao Patil

Citation: 2025 SCC OnLine Bom 36638

Principle:

Execution proceedings may be dismissed for want of prosecution where the decree holder repeatedly fails to take steps.

Observation:

“Where the decree holder remains absent and fails to take steps despite repeated opportunities, the executing court is justified in disposing of the execution proceeding.”

National Insurance Co. Ltd. vs. Swaran Singh & Ors.

Citation: (2004) 3 SCC 297

Principle:

Insurer may be directed to pay and recover the compensation from owner/driver.

Excerpt:

“Where the insurer is made liable to pay the compensation to

the claimant despite breach of policy conditions, it shall be entitled to recover the amount from the insured.”

O R D E R

1. Execution Application No.208 of 2024 stands disposed of for want of effective and further execution steps on the part of the decree holder after return of the warrant of attachment unexecuted.
2. The warrant proceedings already issued in this execution stand closed.
3. Liberty is granted to the decree holder to file a fresh execution application, or to seek appropriate revival/restoration, if otherwise permissible in law, on the basis of fresh and proper particulars of the executable assets / present address / bank details / other attachable property of the judgment debtor, subject to law of limitation and all just exceptions.
4. No order as to costs in this execution proceeding.
5. Record and proceedings be consigned as per rules after due compliance.

Pronounced in open Court.

Date: 11/3/2026

Place: Mumbai

**(Shashikant Eknathrao Bangar),
Member, C.R.3,
Motor Accident Claims Tribunal,
Mumbai.**