(I)

HRSO010136212022

Presented on : 10.10.2022

Registered on : 10.10.2022

Decided on : 27.07.2026

IN THE COURT OF JAGJIT SINGH
MOTOR ACCIDENT CLAIMS TRIBUNAL SONIPAT

MACP NO.376 OF 2022

1. Smt. Kamlesh Devi, aged 54 years, wife of late Shri Anar Singh
2. Monika, aged 23 years, wife of late Shri Ashok

Both residents of Ashrafpur Matindu, District Sonipat - 131402.

……. Claimants

Versus

1. Anar Singh son of Shri Sukhbir Singh, resident of Ashrafpur Matindu, District Sonipat - 131402.
(Owner of offending Car bearing No.HR-79B-5249)
2. United India Insurance Company Limited, having its branch office at Shop No.3, 1st Floor, near Sonipat-Rohtak Flyover, Old D.C. Road, Sonipat, through its Branch Manager.
(Insurer of offending Car bearing No.HR-79B-5249)
3. Future Generali Insurance Company Limited, having its office at Plot No.401, 1st Floor, 402, Delhi Road, Model Town, Rohtak – 124001, through its Branch Manager.
(Insurer of offending Car bearing No.HR-79B-5249 vide insurance policy No.HFF56404 valid from 28.06.2019 to 27.06.2022).

………. Respondents

(Jagjit Singh)
MACT, Sonipat
UID NO. HR0090
27.07.2026

(II)

HRSO010136232022

Presented on : 10.10.2022

Registered on : 10.10.2022

Decided on : 27.07.2026

IN THE COURT OF JAGJIT SINGH
MOTOR ACCIDENT CLAIMS TRIBUNAL SONIPAT

MACP NO.377 OF 2022

1. Smt. Kamlesh Devi, aged 54 years, wife of late Shri Anar Singh
2. Monika, aged 23 years, wife of late Shri Ashok
   Both residents of Ashrafpur Matindu, District Sonipat - 131402.

……. Claimants

Versus

1. Anar Singh son of Shri Sukhbir Singh, resident of Ashrafpur Matindu, District Sonipat - 131402.
   (Owner of offending Car bearing No.HR-79B-5249)
2. United India Insurance Company Limited, having its branch office at Shop No.3, 1st Floor, near Sonipat-Rohtak Flyover, Old D.C. Road, Sonipat, through its Branch Manager.
   (Insurer of offending Car bearing No.HR-79B-5249)
3. Future Generali Insurance Company Limited, having its office at Plot No.401, 1st Floor, 402, Delhi Road, Model Town, Rohtak – 124001, through its Branch Manager.
   (Insurer of offending Car bearing No.HR-79B-5249 vide insurance policy No.HFF56404 valid from 28.06.2019 to 27.06.2022).

………. Respondents

(III)

HRSO010136242022

Presented on : 10.10.2022
Registered on : 10.10.2022
Decided on : 27.07.2026

IN THE COURT OF JAGJIT SINGH
MOTOR ACCIDENT CLAIMS TRIBUNAL SONIPAT

MACP NO.378 OF 2022

1. Smt. Kamlesh Devi, aged 54 years, wife of late Shri Anar Singh
2. Monika, aged 23 years, wife of late Shri Ashok

Both residents of Ashrafpur Matindu, District Sonipat - 131402.

……. Claimants

Versus

1. Anar Singh son of Shri Sukhbir Singh, resident of Ashrafpur Matindu, District Sonipat - 131402.
(Owner of offending Car bearing No.HR-79B-5249)
2. United India Insurance Company Limited, having its branch office at Shop No.3, 1st Floor, near Sonipat-Rohtak Flyover, Old D.C. Road, Sonipat, through its Branch Manager.
(Insurer of offending Car bearing No.HR-79B-5249)
3. Future Generali Insurance Company Limited, having its office at Plot No.401, 1st Floor, 402, Delhi Road, Model Town, Rohtak – 124001, through its Branch Manager.
(Insurer of offending Car bearing No.HR-79B-5249 vide insurance policy No.HFF56404 valid from 28.06.2019 to 27.06.2022).

………. Respondents

(IV)

HRSO010136222022

Presented on : 10.10.2022
Registered on : 10.10.2022
Decided on : 27.07.2026

IN THE COURT OF JAGJIT SINGH
MOTOR ACCIDENT CLAIMS TRIBUNAL SONIPAT

MACP NO.379 OF 2022

1. Smt. Kamlesh Devi, aged 54 years, wife of late Shri Anar Singh
2. Monika, aged 23 years, wife of late Shri Ashok
   Both residents of Ashrafpur Matindu, District Sonipat - 131402.

……. Claimants

Versus

1. Anar Singh son of Shri Sukhbir Singh, resident of Ashrafpur Matindu, District Sonipat - 131402.
   (Owner of offending Car bearing No.HR-79B-5249)
2. United India Insurance Company Limited, having its branch office at Shop No.3, 1st Floor, near Sonipat-Rohtak Flyover, Old D.C. Road, Sonipat, through its Branch Manager.
   (Insurer of offending Car bearing No.HR-79B-5249)
3. Future Generali Insurance Company Limited, having its office at Plot No.401, 1st Floor, 402, Delhi Road, Model Town, Rohtak – 124001, through its Branch Manager.
   (Insurer of offending Car bearing No.HR-79B-5249 vide insurance policy No.HFF56404 valid from 28.06.2019 to 27.06.2022).

………. Respondents

Claim Petitions under Section 163-A / 164 of the Motor Vehicles Act, 1988.

Argued by : Shri Parveen Khokhar, Advocate for the claimants.
Shri Basant Kumar, Advocate for respondent No.1.
Shri Jai Rambir Sharma, Advocate for respondent No.2.
Shri Nitin Jain, Advocate for respondent No.3.

A W A R D :

This award will dispose of four petitions, as mentioned above, as they are arising out of the same accident and common question of law and facts is involved therein.

2. Brief facts of the claim petitions, as per claimants, are that on 12.06.2022, Smt. Manju Devi (since deceased), after her duty hours at Army Canteen, Sonipat, along with her brother in law namely Ashok (since deceased) and children namely Aarushi (since deceased) and Aayush (since deceased), was going to her parental house at village Lakhupur Bawana in Car bearing registration No.HR-79B-5249, which was being driven by Ashok. When they reached near the bridge of village Kailana, their Car struck against a motorcycle bearing registration No.HR-42C-6001. Due to the said impact, their Car had fallen in the Canal, resulting into death of Smt. Manju Devi, Ashok, Aarushi and Aayush. Thereafter, Smt. Manju Devi, Ashok, Aarushi and Aayush were shifted to General Hospital, Sonipat, where they were declared dead and postmortem examination on their dead bodies was conducted. The matter was reported to police and General Diary No.19 dated 12.06.2022, under Section 174 Cr.P.C. was registered with Police Station Ganaur, Sonipat on the statement of respondent No.1 Anar Singh. Claimants

have asserted the accident having taken place out of use of Car bearing No.HR-79B-5249. Lastly, it was prayed that compensation to the tune of Rs.25.00 lakhs each be awarded to the claimants in all the four petitions, on account of death of deceased Smt. Manju Devi, Ashok, Aarushi and Aayush, along with interest @ 18% per annum from the date of accident till its realization, for which respondents are jointly and severally liable to pay the compensation.

3. The respondent No.1 being owner of the offending Car filed his separate written statements and denied the averments made in the claim petitions and stated that if the claimants are held entitled to compensation, the same is to be paid by the insurance company, with which, vehicle owned by respondent No.1 was insured at the time of accident. All other material averments were denied and lastly prayed for dismissal of the petitions.

4. Respondent No.2 Insurance Company contested the petitions by filing separate written statements and it was submitted that deceased Ashok, the driver of Car in question was not having valid and effective driving license at the time of alleged accident and insured willfully violated the terms and conditions of the insurance policy. The factum of accident as alleged by claimants in the petitions was denied and submitted that a false General Diary was got registered in collusion with the police. Remaining contents of the petitions were denied and prayer to dismiss the petitions was made.

5. Respondent No.3 Insurance Company also contested the petitions by filing its separate written statements and it was submitted that deceased Ashok was driving the Car in question in contravention with the terms and

conditions of the insurance policy. The factum of accident out of use of Car in question, as alleged by claimants in the petition, was denied. It was also asserted that the provisions of the Motor Vehicles Act deal with the third party liability only, but all the deceased persons were not the third party being occupants of the Car and risk of passengers was not covered under the insurance policy of the Car in question. Accordingly, entitlement of claimants to seek compensation was denied. Remaining contents of the petitions were denied and prayer to dismiss the petitions was made.

6. Replication was not filed. From the pleadings of parties in all the petitions, following consolidated issues were framed vide order dated 05.07.2023 :-

1. Whether the accident in question took place on 12.06.2022 on account of rash and negligent driving by respondent No.1 while driving the offending vehicle bearing registration No.HR-79B-5249 resulting into death of Smt. Manju Devi wife of Shri Manoj, resulting into death of Ashok son of Shri Anar Singh, Aayush son of Shri Manoj and resulting into death of Aarushi daughter of Shri Manoj, as alleged? OPP
2. Whether the petitioners are entitled to get compensation, if so, how much and from whom? OPP
3. Whether the insured has violated the terms and conditions of insurance policy? OPR-2
4. Relief.

7. In view of the pleadings of respondent No.3, in all the petitions, following additional issues were also framed vide order dated 03.07.2024 :-

3-A. Whether the deceased were not third party qua respondent

No.3 and were travelling in the offending Car in the capacity of its owners/borrowers? OPR-3

3-B. Whether respondent No.1 was not holding valid driving licence at the time of accident? OPR-3

8. In support of their cases, Smt. Kamlesh Devi (claimant No.1 in all the petitions) appeared in the witness box as PW-1. Besides the oral evidence, following documents were placed on record:-

Ex.P-1	:	Driving licence of deceased Ashok
Ex.P-2	:	General Diary dated 12.06.2022
Ex.P-3	:	Postmortem report of deceased Manju
Ex.P-4	:	Postmortem report of deceased Ashok
Ex.P-5	:	Postmortem report of deceased Aayush
Ex.P-6	:	Postmortem report of deceased Aarushi

Thereafter, learned counsel for the claimants closed the evidence.

9. On the other hand, respondents have examined Smt. Aparna Malik as RW-1. Following documents were placed on record by respondents:-

Ex.R-1	:	Insurance policy of offending Car
Ex.R-2	:	Registration certificate of offending Car
Ex.R-3	:	Driving licence of deceased Ashok
Ex.R-4	:	Insurance policy of offending Car
Ex.R-5	:	Authority letter of RW-1 Aparna Malik
Ex.R-6	:	Insurance policy of offending Car
Ex.R-7	:	Claim form submitted by respondent No.1
Ex.R-8	:	Letter of respondent No.3 to respondent No.1

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Mark-A : Insurance policy of offending Car

Thereafter learned counsel for the respondents closed the evidence on behalf of respective respondents.

10. No evidence in rebuttal was led by the petitioners.

11. I have heard learned counsel for the parties and gone through the material placed on record. My issue-wise finding are given as under:-

ISSUES NO.1 :

12. The onus of proving this issue was on the petitioners and to prove the same, learned counsel for the petitioners argued that in the present case, on 12.06.2022, Smt. Manju Devi, Ashok, Aarushi and Aayush (all since deceased) were going to parental house of Smt. Manju Devi at village Lakhupur Bawana in Car bearing registration No.HR-79B-5249, which was being driven by Ashok. When they reached near the bridge of village Kailana, their Car struck against a motorcycle bearing registration No.HR-42C-6001. Due to the said impact, the Car had fallen in the Canal, resulting into death of Smt. Manju Devi, Ashok, Aarushi and Aayush. The matter was reported to police and General Diary No.19 dated 12.06.2022, under Section 174 Cr.P.C. Ex.P-2 was registered with Police Station Ganaur, Sonipat on the statement of respondent No.1 Anar Singh. This was deposed in the witness box by claimant No.1 Smt. Kamlesh Devi as PW-1 and despite lengthy and searching cross-examination, the veracity of her testimony could not be impeached or shattered and she remained stuck to her stand that accident leading to death of her above named family members had taken place out of use of Car bearing No.HR-79B-5249. That the testimony of PW-1 Smt.

Kamlesh Devi finds corroboration from the contents of GD Ex.P-2 and postmortem reports of deceased persons Ex.P-3 to Ex.P-6 and there is no rebuttal to the trustworthy evidence led by claimants to discharge their burden. In this manner, claimants have been successful in discharging the onus upon them to prove issue No.1.

13. Learned counsel for the respondents meanwhile argued that false claim petitions have been filed by petitioners and no such accident had ever taken place out of use of Car in question. The Car bearing No.HR-79B-5249 has been falsely implicated by claimants. Even, PW-1 Smt. Kamlesh Devi had not witnessed the accident and as such, her testimony is not sufficient to prove the manner of accident as alleged by claimants. While denying use of Car bearing No.HR-79B-5249, dismissal of all the claim petitions has been prayed for.

14. I have heard learned counsel for the parties and perused the file carefully.

15. The General Diary No.10 dated 12.06.2022 Ex.P-2, which was promptly registered on the statement of respondent No.1 Anar Singh, mentions the manner, in which the accident had taken place, when all the deceased were going in Car bearing registration No.HR-79B-5249 being driven by deceased Ashok. The DD Ex.P-2, bringing the factum and manner of accident, as well as the particulars/registration number of Car in question, was recorded on the statement of respondent No.1 Anar Singh. In the postmortem reports Ex.P-3 to Ex.P-6 also, the history of death has been shown as drowning in canal on 12.06.2022 at about 2.00 p.m. in the area of

village Kailana. Even in the claim form Ex.R-7 lodged by respondent No.1 with the insurance company also, the factum and manner of accident was mentioned in verbatim, as mentioned in General Diary Ex.P-2 and as testified on oath by PW-1 Smt. Kamlesh Devi. As such, the testimony of PW-1 Smt. Kamlesh Devi is corroborated by the contents of General Diary Ex.P-2, postmortem reports of deceased Ex.P-3 to Ex.P-6 and claim form Ex.R-7.

Even otherwise, it is observed by the **Hon'ble Punjab and Haryana High Court in Smt. Surinder Kaur and others Versus Lakhbir Singh and another 2007(1) PLR 494 that;**

"F.I.R. - Being a public document is admissible in evidence as such and if no objection is raised at the time of production thereof, the same is to be read in evidence."

Similar view was held by the **Hon'ble Punjab and Haryana High Court in Bansi Yadav and another Versus Krishan Kumar and another 2004(3) ACC 758.**

16. To rebut the above mentioned evidence led by claimants and to prove their stand, no evidence has been led by respondents. No evidence has been led by respondents to show that deceaseed had not suffered fatal injuries while using the Car in question. As such, adverse inference has to be drawn against respondents, as there is no evidence to show that accident had not taken place out of use of Car in question.

Keeping in view the principles laid down in authorities (Supra) and evidence on record, if the standard of proof as applicable to the MACT case i.e. preponderance of probabilities is applied, it is held that accident dated 12.06.2022, resulting in the death of deceased Smt. Manju Devi, Ashok, Aarushi and Aayush had taken place out of use of Car bearing registration No.HR-79B-5249. Accordingly, issue No.1 is decided in favour of petitioners in all the petitions.

ISSUES NO.2, 3, 3-A & 3-B :

17. The onus of proving issue No.2 was on the claimants, onus of proving issue No.3 was on respondent No.2 and onus of proving issues No.3-A and 3-B was on respondent No.3. Finding of one issue shall have bearing on the other and hence the same are being decided together.

Compensation payable to claimants in MACP No.376 of 2022; MACP No.378 of 2022; and MACP No.379 of 2022, all titled as "Smt. Kamlesh Devi & Anr. Vs. Anar Singh & Ors." on account of death of Smt. Manju Devi, Aayush and Aarushi :-

To prove issue No.2, learned counsel for the petitioners argued that deceased Smt. Manju Devi, Aayush and Aarushi had died in the accident in question, having taken place out of use of Car in question. That deceased Smt. Manju Devi, Aayush and Aarushi were neither owners nor drivers/borrowers of the Car in question and they only were the occupants in the same at the time of accident. As such, being neither owners nor drivers of the Car, they were third party and accordingly, claimants are entitled to get the fixed amount of compensation of Rs.5.00 lakhs as prescribed under Section 164 of the Motor Vehicles Act.

18. Learned counsel for respondent No.2 meanwhile argued that insurance policy issued by it Ex.R-4 valid from 28.06.2021 to 27.06.2022, was only a private car stand alone own damage policy, covering no third party claim. The insurance policy Ex.R-4 only covers the own damage to the Car

and in Ex.R-4 itself, it is specifically mentioned that the existing third party policy of the Car in question was issued by respondent No.3, valid from 28.06.2019 to 27.06.2022 and accordingly, respondent No.2 is not liable to pay any compensation to the claimants.

19. Learned counsel for respondent No.3 meanwhile argued that deceased Smt. Manju Devi, Aayush and Aarushi were the family members of respondent No.1, who is owner of Car in question and as such, none of the deceased was the third party being passengers in Car owned by respondent No.1 at the time of accident and no premium was received by respondent No.3 for covering the risk of passengers and as such, claimants are not entitled to seek any compensation on account of their death under Section 164 of Motor Vehicles Act.

20. I have heard the learned counsel for the parties and have perused the file carefully.

21. In the cases in hand, the evidence on record and testimony of PW-1 Smt. Kamlesh Devi and General Diary Ex.P-2, goes to show that deceased Ashok was driving the Car, while deceased Smt. Manju Devi, Aayush and Aarushi were only the occupants in the same, when it met with an accident leading to death of all of them. However, there is no evidence on record to show that deceased Smt. Manju Devi, Aayush and Aarushi were either borrowers or in permissive possession of the Car in question, and there is no question of their stepping into the shoes of owner. No doubt, deceased Smt. Manju Devi, Aayush and Aarushi were the passengers in the Car at the time of accident, but except for the first party/owner and second party/insurer, the other persons fall under the category of third party and in the present case,

the third party risk of insured was covered vide policy Ex.R-6, as they were third party to the contract of insurance existing between respondents No.1 and 3. Accordingly, non-payment of additional premium for passengers to respondent No.3 by insured is not fatal to the case of claimants.

It is not in dispute that deceased Smt. Manju Devi, Aayush and Aarushi were neither owners nor driver nor borrowers of the offending vehicle and they were just travelling in the offending vehicle at the time of accident and as such, they were third parties towards the respondents and accordingly, their LRs are entitled to seek compensation in the present petition, which is a petition under Section 164 of Motor Vehicles Act, 1988. Section 164 (1) is reproduced as under for ready reference :-

> **164. Payment of compensation in case of death or grievous hurt, etc. -**
>
> (1) Notwithstanding anything contained in this Act or in any other law for the time being in force or instrument having the force of law, the owner of the motor vehicle or the authorized insurer shall be liable to pay in the case of death or grievous hurt due to any accident arising out of the use of motor vehicles, a compensation, of a sum of five lakh rupees in case of death or of two and a half lakh rupees in case of grievous hurt to the legal heirs or the victim, as the case may be.

As such, in view of Section 164 (1) of Motor Vehicles Act, a fixed amount of compensation of Rs.5.00 lakhs is to be paid in respect of each death due to an accident arising out of the use of Car, which is to be paid by owner of the motor vehicle or the authorized insurer.

In MACP No.376 of 2022, deceased Smt. Manju Devi was the daughter in law of claimant No.1 and sister in law of claimant No.2. As clarified by PW-1 in her cross-examination, her son Manoj i.e. husband of deceased Smt. Manju Devi has already died.

In MACP No.378 of 2022 and MACP No.379 of 2022, deceased Aayush and Aarushi were the grandchildren of claimant No.1, while claimant No.2 is their aunt. As clarified by PW-1 in her cross-examination, her son Manoj i.e. husband of deceased Smt. Manju Devi and father of deceased Aayush and Aarushi has already died. As such, claimant No.2 Monika wife of Ashok was neither dependent or LRs of none of deceased Smt. Manju Devi, Aayush and Aarushi and is not entitled to any compensation on account of their death. As such, only claimant No.1 Smt. Kamlesh Devi being mother in law of deceased Smt. Manju Devi and grandmother of deceased Aayush and Aarushi is entitled to get compensation on account of their death.

The present petitions have been filed seeking compensation on account of death of Smt. Manju Devi, Aayush and Aarushi and for death of each family member, separate loss of dependency arises. Accordingly, claimant No.1 is entitled to Rs.5.00 lakhs each in all the three petitions i.e. total amount of Rs.15.00 lakhs on account of death of Smt. Manju Devi, Aayush and Aarushi. Apart from this, she also becomes entitled to interest @ 7.5.% per annum on compensation amount from the date of filing of the petition till the date of actual realization.

Compensation payable to claimants in MACP No.377 of 2022 titled as "Smt. Kamlesh Devi & Anr. Vs. Anar Singh & Ors." on account of death of Ashok:-

22. To prove issue No.2, learned counsel for the petitioners argued that deceased was 29 years old married person and claimants are the mother and wife of the deceased. He was a casual labourer and used to earn Rs.3,300/- per month and after him, there is none to take care of the claimants, who accordingly are entitled to compensation in the present case under Section 164 of the Motor Vehicles Act.

23. Learned counsel for respondent No.3 meanwhile argued that deceased Ashok himself was driving Car bearing No.HR-79B-5249 at the time of accident and he was in permissive possession of Car owned by respondent No.1. Since, deceased Ashok himself was driving the Car, he was not a third party, having stepped into the shoes of owner. Once, deceased was not a third party, claimants are not entitled to seek any compensation on account of his death under Section 163-A/164 of the Motor Vehicles Act, as same is available only to third party.

24. I have heard the learned counsel for the parties and have perused the file carefully.

25. In the case in hand, the evidence on record and admission of PW-1 Smt. Kamlesh Devi and DD entry Ex.P-2, goes to show that deceased Ashok himself was driving the Car, when it met with an accident leading to loss of life of Ashok. There is no evidence to show that the possession of Car with deceased was not with the consent/permission of respondent No.1. The Car bearing No.HR-79B-5249 was owned by respondent No.1 as per registration

certificate Ex.R-2.

Now, the issues arises, whether deceased Ashok, who was using the Car in question with the consent/permission of its owner, would step into the shoes of owner and whether claimants are not entitled to any compensation. In this regard, the Hon'ble Supreme Court in **Ningamma & Anr. Vs. United India Insurance Co. Ltd., 2009 (3) RCR (Civil) (SC) 435** had held that :-

"Owner of vehicle who himself was driving cannot be covered by term "third party" and therefore, the claimants are not entitled to any compensation."

In **Asha Rani & Ors. Vs. Shiv Ram, 2012 (3) PLR 277** by applying judgment of Hon'ble Supreme Court in **Ningamma & Anr. Vs. United India Insurance Co. Ltd., (supra)** it was held that :-

"Person who had stepped in shoes of owner was not entitled to compensation under Section 163-A."

In **Dhanraj Vs. New India Assurance Co. Ltd. (2004) 8 SCC 553**, the Hon'ble Supreme Court has held that :-

"An insurance policy covers the liability incurred by the insured in respect of death of or bodily injury to any person (including an 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. Section 147 does not require an insurance company to assume risk for death or bodily injury to the owner of the vehicle."

Similarly in **The Divisional Manager, TATA AIG General Insurance Company Limited Vs. A.C. Jagadeesann & Ors., MANU TN 1760 2022**, it was held that :-

"Owner/person who had stepped in shoes of owner cannot be held third party as to claim compensation u/s 163-A."

The Hon'ble Supreme Court in **Ramkhiladi & Anr. Vs. The United India Insurance Company & Anr., 2020 (2) SCC 550** had held that: -

"9. The short question which is posed for consideration of this Court is whether, in the facts and circumstances of the case and in a case where the driver, owner and the insurance company of another vehicle involved in an accident and whose driver was negligent are not joined as parties to the claim petition, meaning thereby that no claim petition is filed against them and the claim petition is filed only against the owner and the insurance company of another vehicle which was driven by the deceased himself and the deceased being in the shoes of the owner of the vehicle driven by himself, whether the insurance company of the vehicle driven by the deceased himself would be liable to pay the compensation under Section 163A of the Act?; Whether the deceased not being a third party to the vehicle No.RJ-02SA-7811 being in the shoes of the owner can maintain the claim under Section 163-A of the Act from the owner of the said vehicle?

9.5 It is true that, in a claim under Section 163A of the Act, there is no need for the claimants to plead or establish the negligence and/or that the death in respect of which the claim petition is sought to be established was due to wrongful act, neglect or default of the owner of the vehicle concerned. It is also true that the claim petition under Section 163A of the Act is based on the principle of no fault liability. However, at the same time, the deceased has to be a third party and cannot maintain a claim under Section 163A of the Act against the owner/insurer of the vehicle which is borrowed by him as he will be in the shoes of the owner and he cannot maintain a claim under Section 163A of the Act against the owner and insurer of the vehicle bearing registration No.RJ-02SA-7811. In the present case, the parties are governed by the contract of insurance and under the contract of insurance the liability of the insurance company would be qua third party only. In the present case, as observed hereinabove, the deceased cannot be said to be a third party with respect to the insured vehicle bearing registration No.RJ-02SA-7811. There cannot be any dispute that the liability of the insurance company would be as per the terms and conditions of the contract of insurance. As held by this Court in the case of Dhanraj (supra), an insurance policy covers the liability incurred by the insured in respect of death of or bodily injury to any person (including an 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 the said decision, it is further held by this Court that Section 147 does not require an insurance company to assume risk for death or bodily injury to the owner of the vehicle.

After considering the decisions of this Court in the cases of ***Oriental Insurance Co. Ltd. V. Jhuma Saha*** *(2007) 9 SCC 263;* ***Dhanraj*** *(supra);* ***National Insurance Co. Ltd. V. Laxmi Narain Dhut*** *(2007) 3 SCC 700 and* ***Premkumari v. Prahlad Dev*** *(2008) 3 SCC 193, it is ultimately concluded by this Court that the liability under Section 163A of the Act is on the owner of the vehicle as a person cannot be both, a claimant as also a recipient and,* *therefore, the heirs of the owner could not have maintained the claim in terms of Section 163A of the Act. It is further observed that, for the said purpose, only the terms of the contract of insurance could be taken recourse to. In the recent decision of this Court in the case of Ashalata Bhowmik (supra), it is specifically held by this Court that the parties shall be governed by the terms and conditions of the contract of insurance. Therefore, as per the contract of insurance, the insurance company shall be liable to pay the compensation to a third party and not to the owner, except to the extent of Rs.1 lakh as observed hereinabove."*

26. In **The New India Assurance Company Limited Vs. Birmati & Ors., FAO No. 762 of 2021 decided on 04.03.2022,** the Hon'ble Punjab & Haryana High Court has held that:-

"Person driving the borrowed vehicle would step into the shoes of owner including his right to invoke insurer's contractual liability for personal accident and the heirs of the deceased were held entitled to recover compensation from the insurer for the death of the victim of accident in terms of the insurance contract with the owner of the vehicle."

27. Accordingly, in view of the above laid down law in the cases (Supra), it is clear that claimants, who are the LRs of deceased driving the Car in question and having stepped into the shoes of owner, are not entitled to compensation under Section 163-A/164 of Motor Vehicles Act, but they are entitled to compensation available to owner under the contract existing between the insured/owner and the insurer, which has to be determined as per contract.

28. Perusal of insurance police Ex.R-6 shows that an amount of Rs.890/- as premium has been separately paid seeking "Compulsory PA to owner-driver" of Rs.15.00 lakhs for three years from 28.06.2019 to 27.06.2022. The accident had taken place on 12.06.2022 and as such, this compulsory PA cover of Rs.15.00 lakhs to driver/owner was existing on the date of accident. In the present case, since the deceased himself was driving

the Car and he had stepped into the shoes of owner and would not be entitled to compensation under the provisions of Section 163-A/164 of the Motor Vehicles Act. Rather, he would be covered by the contractual liability as mentioned in the insurance policy Ex.R-6 to the extent of Rs.15.00 lakhs. Therefore, claimants in the present case are entitled to contractual liability under the insurance policy. However, the present petition has been filed under Section 164 of the Motor Vehicles Act, which provides for a fixed sum of Rs.5.00 lakhs in death case, as such, claimants who are LRs of deceased are entitled to compensation of Rs.5,00,000/-, instead of contractual liability of Rs.15.00 lakhs. Apart from this, they also become entitled to interest @ 7.5.% per annum on compensation amount from the date of filing of the petition till the date of actual realization.

29. With regard to the respondents liable to pay the amount of compensation, learned counsel for respondent No.3 has not disputed the vehicle being insured with respondent No.3 and insurance policy is Ex.R-6, the registration certificate of offending vehicle is Ex.R-2 and driving licence of driver i.e. deceased Ashok is Ex.P-1 and therefore, respondents No.1 and 3 being owner and insurer of the Car in question, would be jointly and severally liable to pay the amount of compensation in all the four petitions. Issue No.2 is therefore, decided in favour of petitioners in all the petitions and issues No.3, 3-A and 3-B are decided against respondent No.3.

ISSUE NO. 4 (RELIEF):-

30. Keeping in view of my detailed discussion on all the aforesaid issues, all the claim petitions are partly allowed with costs. **The claimant**

No.1 Smt. Kamlesh Devi in MACP No.376 of 2022, MACP No.378 of 2022 and MACP No.379 of 2022 all titled as "Smt. Kamlesh Devi & Anr. Vs. Anar Singh & Ors." is awarded a total sum of Rs.15.00 lakhs as compensation i.e. Rs.5.00 lakhs in each case.

In MACP No.377 of 2022 titled as "Smt. Kamlesh Devi & Anr. Vs. Anar Singh & Ors.", both the claimants are awarded a total sum of Rs.5.00 lakhs as compensation.

In all the petitions, the claimants are also entitled to interest at the rate of 7.5% per annum from the date of filing of petition till actual realization and respondents No.1 and 3 are jointly and severally liable to pay the compensation.

In MACP No.377 of 2022 titled as "Smt. Kamlesh Devi & Anr. Vs. Anar Singh & Ors.", the above mentioned amount of compensation along with proportionate interest shall be shared by petitioners in the ratio of 20% (claimant No.1) : 80% (claimant No.2). On realization of the compensation amount of the share of claimants in all the petitions, the same be disbursed to them in cash through their saving bank accounts, against proper receipt and identification.

In order to facilitate the easy release of the amount to claimants, it is ordered that respondent No.3 shall deposit the amount directly in the names of claimants, either by way of account payee cheques or demand drafts in the Tribunal. The claimants will submit the details of their bank accounts directly to respondent No.3 under intimation to this Tribunal and the cheques shall be released to the claimants on an application for release of cheques/demand drafts along with payment order in the name of concerned Manager with directions to disburse the amount in terms specified in the Award and details mentioned in the payment order by Nazir and send a compliance report, which should be made part of the main file. Ahlmad concerned is directed to check the strict compliance. Counsel fee is assessed at Rs.2,200/- each in all the petitions. Memos of costs be prepared. Copy of this Award be placed on the file of connected petitions. Files be consigned to records after due compliance.

Pronounced in open Court
Dated: 27.07.2026

(JAGJIT SINGH)
Motor Accident Claims Tribunal,
Sonipat.

Krishan Kumar

(Jagjit Singh)
MACT, Sonipat
UID NO. HR0090
27.07.2026