



2026:CGHC:10326



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NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR
MAC No. 341 of 2023

1 - Smt. Nageshwari Uranw W/o Late Ajay Kumar Uranw Aged About 25 Years R/o Bailbhata Khutakuda, Police Station Kartala Tahsil- Kartala And District- Korba, Chhattisgarh.

2 - Sandeep Uranw S/o Late Ajay Kumar Uranw Aged About 10 Years Minor Through Legal Guardian Smt. Mother Nageshwari Uranw W/o Late Ajay Kumar Uranw, R/o Bailbhata Khutakuda, Police Station Kartala Tahsil- Kartala And District- Korba, Chhattisgarh.

3 - Sidharth Uranw S/o Late Ajay Kumar Uranw Aged About 8 Years Minor Through Legal Guardian Smt. Mother Nageshwari Uranw W/o Late Ajay Kumar Uranw, R/o Bailbhata Khutakuda, Police Station Kartala Tahsil- Kartala And District- Korba, Chhattisgarh.

4 - Ramsay Uranw S/o Jogiram Uranw Aged About 55 Years R/o Bailbhata Khutakuda, Police Station Kartala Tahsil- Kartala And District- Korba, Chhattisgarh.

5 - Ramkunwar W/o Ramsay Uranw Aged About 50 Years R/o Bailbhata Khutakuda, Police Station Kartala Tahsil- Kartala And District- Korba, Chhattisgarh.....(Claimants)

... Petitioner(s)

versus

1 - Sanju Uranw S/o Ramsay Uranw R/o Bailbhata Khutakuda, Police Station Kartala Tahsil Kartala And District- Korba (C.G.) Owner Of The Offending Vehicle Mother Cycle No. C.G. 12/a.H./5876).....(Owner)



2 - The United India Insurance Company Limited Through Divisional Manager, Divisional Office-Railway Station Road Sitamani Korba, Tahsil And District- Korba (C.G.).....Insurer Of The Offending Vehicle Motor Cycle No. C.G.12/a.H./5876o.....(Insurer)

... Respondent(s)

For Petitioner(s)	:	Mr. Arjun Lal Singroul, Advocate
For Respondent No.2/	:	Ms. Swati Agrawal, Advocate holding brief of
Insurance Company	:	Mr. Pankaj Agrawal, Advocate

Hon'ble Shri Justice Rakesh Mohan Pandey

Judgment On Board

27.02.2026

- 1) This appeal has been preferred by the appellants under Section 173 of Motor Vehicle Act, 1988 assailing the award passed by learned Motor Accident Claims Tribunal, Korba in Claim Case No.19/2019 dated 21.12.2022 whereby the claim petition filed by the claimants under Section 166 of the Motor Vehicles Act was dismissed.
- 2) Facts of the case, in brief, are that on 01.10.2018 the deceased Ajay Uraon along with his friend was returning from village Bharadwar on motorcycle bearing registration No. CG12 AH 5876 at around 09:00 PM the rider of motorcycle/deceased while trying to save a wild animal, lost control and dashed against a tree resultantly, Ajay Uraon sustained injuries and succumbed to death during the course of treatment. The claimants, who are the widow, children, and parents of the deceased, filed a claim petition under Section 166 of the Motor Vehicles Act, *inter alia*, stating that at the time of the accident the deceased was aged 32 years and was



earning Rs.3,300/- per month. They claimed a sum of Rs.23,08,800/- before the Tribunal.

- 3) The insurance company filed reply and denied averments made in the claim petition and take a plea the deceased was not a third party and no premium was paid to cover his life. It is also contended that the rider of the motorcycle/deceased did not have valid driving licence, therefore, the liability cannot be fastened upon the insurance company.
- 4) The Tribunal framed issues, parties led evidence and thereafter claim petition was dismissed.
- 5) Mr. Singroul, learned counsel for the appellants, submits that the rider of the motorcycle/deceased possessed a valid and effective driving licence on the date of the incident, and an additional premium was also paid to cover the life of the owner-cum-driver. He submits that the claimants are entitled to receive the contractual amount against the additional premium paid by the owner of the vehicle.
- 6) On the other hand, Ms. Agrawal, learned counsel for the respondent, submits that no premium was paid to cover the life of the owner or driver. It is further contended that the additional premium was paid only to cover own-damage risk and, therefore, the Tribunal has rightly dismissed the claim petition.
- 7) I have heard learned counsel for the parties and perused the record with utmost circumspection.
- 8) On perusal of the policy (Ex. D/1), it is evident that a premium of



Rs. 720/- was paid towards third-party risk cover and a sum of Rs. 921/- was paid towards own-damage and third-party risk cover. Thus, from a perusal of the policy, it is clear that no premium was paid to cover the life of the owner or driver of the vehicle.

9) In the present case, the vehicle was registered in the name of Sanju Uraon, whereas the deceased was the brother of the registered owner of the vehicle. The deceased had stepped into the shoes of the owner of the offending vehicle; however, no premium was paid to cover the risk of the driver-cum-owner of the offending bike. For his own negligence, a person cannot claim compensation.

10) The Hon'ble Supreme Court while dealing with the similar issue in the matter of **Ramkhiladi and another vs. United India Insurance company and another**¹, in para 9.5, 9.6 and 9.8 held as under :-

"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

¹ (2020) 2 SCC 550



registration No. RJ 02 SA 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 02 SA 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.

9.6 In view of the above and for the reasons stated above, in the present case, as the claim under Section 163A of the Act was made only against the owner and insurance company of the vehicle which was being driven by the deceased himself as borrower of the vehicle from the owner of the vehicle and he would be in the shoes of the owner, the High Court has rightly observed and held that such a claim was not maintainable and the claimants ought to have joined and/or ought to have made the claim under Section 163A of the Act against the driver, owner and/or the insurance company of the offending vehicle i.e. RJ 29 2M 9223 being a third party to the said vehicle.

9.8 However, at the same time, even as per the contract of insurance, in case of personal accident the ownerdriver is entitled to a sum of Rs.1 lakh. Therefore, the deceased, as observed hereinabove, who would be in the



shoes of the owner shall be entitled to a sum of Rs.1 lakh, even as per the contract of insurance. However, it is the case on behalf of the original claimants that there is an amendment to the 2nd Schedule and a fixed amount of Rs.5 lakh has been specified in case of death and therefore the claimants shall be entitled to Rs.5 lakh. The same cannot be accepted. In the present case, the accident took place in the year 2006 and even the Judgment and Award was passed by the learned Tribunal in the year 2009, and the impugned Judgment and Order has been passed by the High Court in 10.05.2018, i.e. much prior to the amendment in the 2nd Schedule. In the facts and circumstance of the present case, the claimants shall not be entitled to the benefit of the amendment to the 2nd Schedule. At the same time, as observed hereinabove, the claimants shall be entitled to Rs.1 lakh as per the terms of the contract of insurance, the driver being in the shoes of the owner of the vehicle.

11) Taking into consideration the facts of the present case and the law laid down by the Hon'ble Supreme Court in the matter of **Ramkhiladi (supra)**, I am of the opinion that no case is made out for interference in the judgment and award passed by the Tribunal.

12) Accordingly, the appeal fails and is hereby **dismissed**.

Sd/-

(Rakesh Mohan Pandey)
JUDGE