2026:CGHC:18901

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

MAC No. 804 of 2020

1. Neetu Kurrey W/o Lt. Dhaneshwer Kurrey, Aged About 24 Years;
2. Ku. Khemin D/o Lt. Dhaneshwer Kurrey, Aged About 4 Years;
3. Pushkar S/o Lt. Dhaneshwer Kurrey, Aged About 2 Years;
4. Gourav S/o Lt. Dhaneshwer Kurrey, Aged About 1 Years;

   Appellants No.2 to 4 are Minor Through Natural Guardian And Mother Neetu Kurrey The Appellant No. 1.

   All the appellants are R/o Vill.- Amethi, P.O.- Gullu, P.S.- Aarang, District- Raipur, Chhattisgarh.

... Appellants

versus

1. Budhuram S/o Agarchand Kurrey R/o Vill.- Amethi, P.O. Gullu, P.S.- Aarang, District- Raipur, Chhattisgarh, (Owner Of Tractor No. C.G. -04, LF- 8960 And Trolley No. C.G.-04 L.G.-0366).
2. Tata A.I.G. General Insurance Co. Ltd. Through- In Charge Officer Tata A.I.G. General Insurance Co. Ltd., Lalganga Complex, G.E. Road Raipur, District- Raipur, Chhattisgarh. (Insurer Of Tractor No. C.G. -04 LF- 8960 And Trolley No. C.G. -04 L.G.- 0366).

... Respondents

For Appellants	:-	Mr. Rakesh Kumar Thakur, Advocate.
For Respondent No.2	:-	Mr. Saurabh Gupta, Advocate, appears on behalf of Mr. Sourabh Sharma, Advocate.

SB- Hon'ble Shri Justice Sanjay K. Agrawal
Judgment On Board

24.04.2026

1. This appeal under Section 173 of the Motor Vehicles Act, 1988 (for short "Act of 1988") has been preferred by the appellants/claimants, challenging the impugned award dated 29.10.2018 passed by the 2nd Additional Motor Accident Claims Tribunal to the Court of 1st Additional Motor Accident Claims Tribunal, Raipur, District Raipur, Chhattisgarh (for short "Claims Tribunal") in Claim Case No. 184/2018 whereby learned Claims Tribunal has dismissed the claimants' application.

2. Mr. Rakesh Kumar Thakur, learned counsel for the appellants/claimants, would submit that though the claimants filed the application for grant of compensation under Section 166 of the Act of 1988 before the Claims Tribunal which was rejected by the Claims Tribunal, but there is personal cover to the tune of ₹2,00,000/- in the insurance policy for owner and driver for which premium of ₹100/- has been paid by the insured, therefore, claimants would be entitled for compensation to the tune of ₹2,00,000/- along with interest.

3. Mr. Saurabh Gupta, learned counsel for the Insurance Company, would oppose the prayer made by learned counsel for the appellant and support the impugned award. He would also submit that according to

GR-36 (General Regulations-36) of IMT (Indian Motor Tariff) only the registered owner in person is entitled to the compulsory cover and in the present case, though the deceased stepped into the shoes of owner but he was not the registered owner, therefore, the instant appeal deserves to be dismissed.

4. I have heard learned counsel for the parties, considered their rival submissions made herein above and gone through the records meticulously.

5. With regard to issue involved in the present case the decision of the Supreme Court in the matter **Manjusha and others v. United India Assurance Company Limited and another**[1] is required to be noticed in which their Lordships have held that guidelines issued by the Tariff Advisory Committee regulates the issuance of the policies by the insurer but unless it is specified in the insurance policy, it cannot be bind the insured and observed as under:-

> **11.** When the contention of limited liability was neither taken before the Tribunal nor even in the memorandum of appeal filed, there was no reason for the High Court to look into the policy document to find limited liability; which again is urged before us on the basis of an extract of the Indian Motor Tariffs, termed to be a guideline issued, with respect to insurance policies, by the Tariff Advisory Committee. By the guidelines it is intended that a comprehensive regulatory framework governing the structure, terms, conditions and premium rates applicable

[1] 2025 SCC OnLine SC 1512

to Motor Vehicle policies in India is created. It is stated that the IMT is binding on all general insurance companies, operating in the Country and ensures uniformity and fairness in underwriting motor insurance risk. No doubt, the guidelines issued by the Tariff Advisory Committee regulates the issuance of the policies by the insurers but unless it is specified in the insurance policy, it cannot bind the insured.

12. Specific reference was also made to IMT 16 which has the nominal heading 'personal accident to unnamed passengers other than insured and paid driver and the cleaner', which is stated to be limited to the amounts specified therein. Under IMT 16, there is a tabular form which enables 100% compensation with respect to various injuries *inter alia* of death. It is in the proviso that there is a limit provided with specification that the Capital Sum Insured (CSI) per person is to be inserted. Whether such sum was inserted in the policy and whether such a contention was taken before the Tribunal is most relevant in the adjudication of the instant case.

13. In this context, we cannot but notice *Ramkhiladi*[2], in which there was a contention taken by the claimant that the deceased was employed by the owner of the vehicle, the motor bike. It was held in paragraph 9.3 that no evidence was led by the claimants to prove that the deceased driver was an employee of the owner. Pleadings and proof of such pleadings; by valid evidence led, is the crux and core of any adjudicatory process. Trite is the principle that there can be no proof offered without specific pleadings. The limited liability was not pleaded, by the insurance company, either before the Tribunal, as we see from the award made, nor in the appeal filed before the High Court as we see from the memorandum of appeal filed before the High Court.

6. Coming to the facts of the present case, it is quite vivid that the Insurance Company has not taken a plea that the limited liability /

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2 (2020) 2 SCC 550 [Ramkhiladi & Anr. v. United India Insurance Company & Anr.]

personal accident cover is confined to the registered owner and even otherwise, GR-36 of IMT has neither been produced before the Claims Tribunal nor before this Court to demonstrate that the contractual liability is only towards to registered owner and not towards the deceased who was driving the vehicle.

7. In view of the aforesaid discussion and analysis, the impugned award is set aside and the claimants/appellants herein are held to be entitled for amount of **₹2,00,000/- (Rupees Two Lakhs)** as the deceased was driving the vehicle and the premium of ₹100/- has been paid in the Insurance Policy for the owner and driver of the vehicle. The concerned respondent is directed to deposit the amount of compensation as awarded by this Court within a period of three months from the date of receipt of copy of this order. The amount of compensation shall carry intere**st @**9% *per annum* from the date of filing of claim application before the Tribunal till its realization.

8. Accordingly, the appeal filed by the claimants is allowed to the extent as indicated herein-above.

Sd/-
(Sanjay K. Agrawal)
Judge

Ankit