



2026:CGHC:19112

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

MAC No. 2004 of 2019

1 - Shriram General Insurance Company Limited Through Branch Manager, Shriram General Insurance Company Limited, 4th Floor, Maruti Heights, G.E. Road, Behind Sky Maruti Showroom, Raipur, Chhattisgarh (Non Applicant No. 4), District : Raipur, Chhattisgarh

... Appellant

versus

1 - Kuwariya Bai Wd/o Late Shri Feknu Nishad Aged About 40 Years R/o Village Lewai, Post Singarpur, Thana And Tehsil Bhatapara Gramin, District Balodabazar Bhatapara, Chhattisgarh (Claimants), District : Balodabazar-Bhathapara, Chhattisgarh

2 - Niranjan S/o Late Shri Feknu Nishad Aged About 22 Years R/o Village Lewai, Post Singarpur, Thana And Tehsil Bhatapara Gramin, District Balodabazar Bhatapara, Chhattisgarh (Claimants), District : Balodabazar-Bhathapara, Chhattisgarh

3 - Yogesh Kumar S/o Late Shri Feknu Nishad Aged About 18 Years R/o Village Lewai, Post Singarpur, Thana And Tehsil Bhatapara Gramin, District

Balodabazar Bhatapara, Chhattisgarh (Claimants), District : Balodabazar-Bhathapara, Chhattisgarh

4 - Vinay Kumar S/o Late Shri Feknu Nishad Aged About 4 Years Respondet No. 4 A Minor Represented By His Natural Guardian Mother Kuwariya Bai Respondent No. 1 R/o Village Lewai, Post Singarpur, Thana And Tehsil Bhatapara Gramin, District Balodabazar Bhatapara, Chhattisgarh (Claimants), District : Balodabazar-Bhathapara, Chhattisgarh

5 - (Deleted) Samelal As Per Honble Court Order Dated 12-02-2020.

6 - Mankuwar W/o Samelal Nishad Aged About 60 Years R/o Village Lewai, Post Singarpur, Thana And Tehsil Bhatapara Gramin, District Balodabazar Bhatapara, Chhattisgarh (Claimants), District : Balodabazar-Bhathapara, Chhattisgarh

7 - Premdas S/o Dayaldas Dhritlahre Aged About 32 Years R/o Village Lewai, Post Singarpur, Thana And Tehsil Bhatapara Gramin, District Balodabazar Bhatapara, Chhattisgarh (Driver), District : Balodabazar-Bhathapara, Chhattisgarh

8 - Tayram S/o Bhagatram Verma R/o Village Godibala, Thana Navagarh, District Bemetara, Chhattisgarh (Owner Of Tractor), District : Bemetara, Chhattisgarh

9 - Bhedan Singh Thakur S/o Late Bhagwan Singh Thakur, R/o Village Khapri, Tehsil Bhatapara, Thana Bhatapara Gramin, District Balodabazar Bhatrapara, Chhattisgarh (Owner Of Trolley), District : Balodabazar-Bhathapara, Chhattisgarh

... Respondent(s)

For Appellant	:	Mr. Utsav Mahiswar, Advocate
For Respondents No. 1 to 4: & 6	:	Mr. Basant Kaiwartya, Advocate
For Respondents No. 7 & 9	:	Mr. Arvind Prasad, Advocate
For Respondent No. 8	:	Mr. Rajendra Prasad, Advocate

SB - Hon'ble Shri Justice Sanjay K. Agrawal

Judgment on Board

25.04.2026

1. The instant appeal under Section 173 of the Motor Vehicles Act, 1988 has been preferred by the appellant/Insurance Company calling in question the legality, validity and correctness of the impugned award dated 11/04/2019 passed by learned Additional Motor Accidents Claims Tribunal, Bhatapara District Balodabazar-Bhatapara (C.G.) in Claim Case No. H-11/2015 whereby compensation of Rs. 8,57,500/- has been awarded in favour of the claimants and the liability of payment of compensation has been fastened upon the appellant/Insurance Company.
2. Learned counsel appearing for the appellant/Insurance Company would submit that the deceased died due to coming under the wheels of the Trolley attached with the Tractor and the Trolley was uninsured, therefore, the appellant/Insurance

Company would not be liable for payment of compensation to the claimants.

3. Learned counsel appearing for the respondents would submit that the compensation awarded by the Claims Tribunal is just and proper and does not warrant any interference by this Court.
4. I have heard learned counsel for the parties, considered their rival submissions made herein-above and went through the records with utmost circumspection.
5. The Supreme Court, in the matter of **The Royal Sundaram Alliance Insurance Company Limited v. Smt. Honnamma & Ors.**¹, has clearly held as under :-

“10. In the present case, the admitted fact is that the incident occurred while a tractor which was insured with the Appellant was attached to a trailer and on the trailer a person was present who due to an unfortunate accident, fell off the trailer which was being pulled by/driven by/attached to the tractor, resulting in the death of such person.

11. Therefore, the undisputed position is that the trailer was being pulled by/attached to the tractor and then the trailer on which the deceased was present, turned turtle/upturned, resulting in his death. From the above, it is clear that the tractor which was insured was the reason for the accident. It is not the case that only because of some fault on the part of the trailer stand-alone, the accident happened. To explain, we may give an example: that had the trailer been stationary at a place and due to some reason, it overturned or a mishap happened, then without the trailer being specifically insured the

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Appellant would not be liable to pay, but here the main of the accident was which pulling/driving/moving the trailer and in such sequence of events, the trailer upturned. Thus, the accident was caused by the tractor, as during the course of being driven/pulled by the tractor, the accident occurred.

12. Thus, the liability of the tractor/its insurer extended to the accident caused by the tractor resulting in the death of the deceased, through the trailer. This being the position in the present case, the principles emanating from the decisions where the Courts have held that the trailer has to be separately registered with the insurance company to make it liable, would not be applicable. To that extent, the facts in the present case are clearly distinguishable from the ones cited by learned counsel for the appellant. The legislation i.e., the MV Act, being beneficial and welfare-oriented in nature [*Ningamma v United India Insurance Co. Ltd.*, (2009) 13 SCC 710; *K Ramya v National Insurance Co. Ltd.*, 2022 SCCOnLine SC 1338, and; *Shivaleela v Divisional Manager, United India Insurance Co. Ltd.*, 2025 SCC OnLine SC 563] and ultimately the root cause of the accident being the tractor, which was insured, this crucial fact cannot be lost sight of. For further clarification, we might illustrate: if an insured vehicle hits another vehicle which in turn hits a third vehicle, then for the entire chain of accidents, the liability would pass on to the vehicle which was the root cause of the accident because it is the result of the action in the same chain of events which cannot be segregated or compartmentalized. Moreover, this Court is duty-bound to be mindful of the ground realities of our nation and cannot let practicality be overshadowed by technicality.”

6. In view of the aforesaid principle of the law laid down by the Supreme Court in the matter of Smt. Honnamma (supra), I am of the considered opinion that learned Claims Tribunal has rightly fastened the liability of payment of compensation upon

the appellant/Insurance Company. I do not find any good ground warranting interference in the impugned award.

7. Accordingly, this appeal is dismissed leaving the parties to bear their own cost(s).

Sd/-
(Sanjay K. Agrawal)
Judge

Harneet