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HIGH COURT OF CHHATTISGARH AT BILASPUR

MAC No. 2233 of 2024

UNITED INDIA INSURANCE COMPANY LIMITED **versus** SHIV PRAKASH GUPTA

Order Sheet

28/11/2024	Shri Dashrath Gupta, counsel for the appellant. Heard. Issue notice to the respondents on memo of appeal as well as on application for condonation of delay in filing the appeal which has been filed on 18.11.2024. PF be paid as per rules. Also heard on application for staying the execution proceedings. Issue notice to the respondents on this application also as above. Learned counsel for the appellant would submit that deceased was an occupant in the offending vehicle i.e. Duster bearing registration No.CG-10-W-2956. Therefore, he is not covered under the category of third party. He would further submit that liability would be covered only to the extent of Rs.1 Lakh as

per the contractual policy for the Private Car Liability Only Policy. He would further refer to para 21 of the judgment passed in the matter of **National Insurance Company Ltd. v. Balakrishnan and Another {2013 (1) T.A.C. 1 (S.C.)}**, which is as under**:-**

> **21.** In view of the aforesaid factual position, there is no scintilla of doubt that a "comprehensive/package policy" would cover the liability of the insurer for payment of compensation for the occupant in a car. There is no cavil that an "Act Policy" stands on a different footing from a "Comprehensive/Package Policy". As the circulars have made the position very clear and the IRDA, which is presently the statutory authority, has commanded the insurance companies stating that a "Comprehensive/ Package Policy" covers the liability, there cannot be any dispute in that regard. We may hasten to clarify that the earlier pronouncements were rendered in respect of the "Act Policy" which admittedly cannot cover a third party risk of an occupant in a car. But, if the policy is a "Comprehensive/Package Policy", the liability would be covered. These aspects were not noticed in the case of Bhagyalakshmi and others v. United Insurance Company Limited and another **{(2009) 7 SCC 148}** and, therefore, the matter was referred to a larger Bench. We are disposed to think that there is no necessity to refer the present matter to a larger Bench as the IRDA, which is presently the statutory authority, has clarified the position by issuing circulars which have been reproduced in the judgment by the Delhi High Court and we have also reproduced the same.

In view of the aforesaid submission and considering the facts and circumstances of the case, purely as an interim measure it is directed that if the appellant deposits Rs.1 Lakh before the concerned Tribunal within a period of 60 days, the execution of remaining part of the impugned award shall remain stayed until further orders and the claimants are at liberty to withdraw the said

Avinash	amount in terms of the impugned award, which shall be subject to the final outcome of the appeal. Sd/- (Deepak Kumar Tiwari) Judge