2026:CGHC:3714

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

CR No. 334 of 2025

1 - Head Office The New India Insurance Co. Ltd. (Assurance) Mumbai Auto Hub, New India Centre, 17-A Co Parez Road Of Madam Kama Road, Mumbai (Maharashtra)- 400001 (Car No. C G-04/m N/ 7150 Insurer)

2 - Branch Office The New India Insurance Co. Ltd. (Assurance) Jail Road, Dist.- Raipur C.G. (Car No. C G-04/m N/ 7150 Insurer)

... Applicants

versus

1 - Krishna Kumar Vishwakarma S/o Rambahor Vishwakarma Aged About 28 Years R/o Resident No. 1, Nadaha, Post And P.S. Mangawa, Dist- Rewa (M P) Resident No. 02, Shatabdi Nagar, House No. H/4, Gali No.- 7, Telibandha, P.S. Telibandha, Dist.- Raipur C.G.

2 - Amandeep Randhawa S/o Manjeet Singh Aged About 26 Years R/o House No. A/22 Jeevam Vihar Colony, Telibandha, P.S. Telibandha, Dist.- Raipur C.G.(Vehicle Driver And Owner)

... Respondents

(Cause-title taken from the Case Information System)

For Applicants :- Mohd. Azad Siddiqui, Advocate

SB- Hon'ble Shri Justice Amitendra Kishore Prasad

Order On Board

21.01.2026

1. Being aggrieved by the impugned award dated 29.07.2025 (Annexure A-1) passed by the learned 9th Additional Motor Accident Claims Tribunal, Raipur, District Raipur (C.G.) (Presiding Officer: Smt. Pallavi Tiwari) in Claim Case No. 611/2022, whereby the learned Tribunal has awarded a sum of Rs. 68,293/- along with interest @ 7% per annum from the date of filing of the claim application till its realization, the appellant hereby prefers this Civil Revision challenging the legality, propriety, and correctness of the said award.

2. Following prayer has been made by way of this revision petition:-

> *"It is, therefore, prayed that this Hon'ble Court may be pleased to set aside/modified the award dated-29.07.2025 (Annexure A-1) passed in claim case No.611/2022 by learned 9th Addl. Motor Accident Claims Tribunal, Raiur, Dist-Raipur (CG), in the interest of justice."*

3. Brief facts of the case are that on 19.05.2022 at about 10:00 a.m., while Krishna Kumar Vishwakarma, after refuelling his motorcycle bearing registration No. CG-04/LN/1255 at Oswal Petrol Pump, VIP Chowk, Telibandha, was proceeding on the service road towards Mahasamund Barrier Chowk, Telibandha, the driver of the offending car bearing registration No. CG-04/MN/7150, driving in a rash and negligent manner, dashed the motorcycle from the side, causing him to fall down and sustain grievous injuries

including fracture of the left knee and injuries on the head, chest and other parts of the body. He was initially taken to Devi Laxmi Hospital, Tagore Nagar, Raipur, and thereafter treated at Sarv Trauma Hospital and other Government hospitals. In respect of the said accident, FIR Crime No. 0347/2022 under Sections 279 and 337 of the IPC was registered at Police Station Telibandha, Raipur, against Respondent No. 2. Respondent No. 2 denied the claim and alleged that the motorcyclist himself was driving rashly and negligently at high speed from the opposite side and collided with the car. The appellant-insurance company also filed its written statement denying the claim and specifically pleaded that the accident occurred due to the negligence of the motorcyclist, and for this purpose it moved an application under Section 170 of the Motor Vehicles Act, 1988, which was allowed. The appellant has deposited a sum of Rs. 25,000/- along with an application before the learned Claims Tribunal for filing the present civil revision.

4. Learned counsel appearing on behalf of the applicant submits that the liability fastened upon the applicant by the Claims Tribunal is per se illegal and not in accordance with law, inasmuch as the insurance policy in question does not cover third-party risk. The policy issued by the insurance company is a stand-alone Motor Own Damage Policy for a private car, which does not extend coverage to third-party claims. In the present case, the learned Claims Tribunal has awarded compensation to the tune of Rs.

68,293/- and has erroneously fastened the liability upon the insurance company. However, from a bare perusal of the policy itself, it is amply clear that third-party risk is not covered, and therefore, the fastening of liability upon the insurance company is wholly unjustified and unsustainable in law. Learned counsel further submits that the applicant has deposited a sum of Rs. 25,000/- as mandatory deposit before the Claims Tribunal. It is submitted that, inadvertently, in the earlier round of litigation, the applicant had filed a MAC before this Hon'ble Court bearing Token No. 2749/2025; however, since the said appeal was found to be not maintainable, the present revision has been filed. In view of the above, it is prayed that the amount of Rs. 25,000/- deposited by the applicant may also be directed to be refunded to the insurance company.

5. I have heard learned counsel for the parties and perused the record.

6. Upon hearing learned counsel for the parties and upon careful perusal of the entire record, this Court finds that the core issue for consideration in the present revision is whether the learned Claims Tribunal was justified in fastening liability upon the insurance company despite the policy being a stand-alone Motor Own Damage Policy not covering third-party risk. From a plain and careful perusal of the insurance policy placed on record, it is manifest that the policy issued in respect of the offending vehicle

bearing registration No. CG-04/MN/7150 is a stand-alone Motor Own Damage Policy for a private car. The policy does not contain any clause extending coverage towards third-party risk, nor has any additional premium been paid for such coverage.

7. It is well settled that an insurance company can be fastened with liability to satisfy a third-party claim only when such risk is covered under the policy in terms of Chapter XI of the Motor Vehicles Act, 1988. In absence of statutory or contractual coverage of third-party risk, the insurer cannot be held liable merely on equitable considerations. The liability, in such circumstances, squarely rests upon the owner and driver of the offending vehicle.

8. In the present case, despite the clear terms of the policy, the learned Claims Tribunal has proceeded to fasten liability upon the insurance company while awarding compensation of Rs. 68,293/- in favour of the claimant. This Court is of the considered view that the said finding suffers from a patent error of law, as it overlooks the explicit nature of the policy and travels beyond the contractual liability of the insurer. Consequently, the fastening of liability upon the insurance company is unsustainable and liable to be set aside.

9. Accordingly, the finding of the learned Claims Tribunal fastening liability upon the insurance company is quashed, and the liability to satisfy the award is held to be that of the owner and driver of the offending vehicle. However, considering the benevolent and

social welfare nature of proceedings under the Motor Vehicles Act and in order to ensure that the injured claimant is not subjected to further hardship or delay in receiving the awarded compensation, this Court deems it appropriate to invoke the principle of “pay and recover.” Therefore, the insurance company is directed to pay the awarded compensation amount in the first instance to the claimant and shall thereafter be entitled to recover the same from the owner and driver of the offending vehicle in accordance with law.

10. So far as the mandatory deposit of Rs. 25,000/- made by the applicant-insurance company is concerned, it is not in dispute that the said amount was deposited earlier while filing MAC bearing Token No. 2749/2025, which was subsequently found to be not maintainable. In view of the present revision being allowed, the said amount of Rs. 25,000/- shall be adjusted towards the amount payable by the insurance company under the “pay and recover” direction, and no separate recovery shall be made from the insurer to that extent.

11. In view of the foregoing discussion, the civil revision stands **allowed** to the extent indicated above.

No order as to costs.

Sd/-

(Amitendra Kishore Prasad)
Judge

Vishakha