

**HIGH COURT FOR THE STATE OF TELANGANA : HYDERABAD**

**MAIN CASE No: M.A.C.M.A.No.680 of 2011**

**PROCEEDING SHEET**

<b>SL. NO</b>	<b>DATE</b>	<b>ORDER</b>	<b>OFFICE NOTE</b>
	<b>27.02.2026</b>	<p><b><u>GMM,J</u></b></p> <p style="text-align: center;"><b><u>I.A.No.4 of 2025</u></b> <b><u>and</u></b> <b><u>I.A.No.1 of 2026</u></b></p> <p>I.A.No.4 of 2025 has been filed seeking to review of the order dated 05.07.2024 by recalling the judgment against the petitioner/respondent No.4-National Insurance Company Limited in M.A.C.M.A.No.680 of 2011 and to set aside the same.</p> <p>I.A.No.1 of 2026 has been filed by the petitioner/respondent No.4-National Insurance Company Limited seeking to take up the matter under the caption “for being mentioned” and to pass appropriate orders to correct the error that has crept in the judgment dated 05.07.2024 passed in M.A.C.M.A.No.680 of 2011.</p> <p>The matter has been taken up today on an urgent mentioning on the ground that the movable properties of the Insurance Company have been attached on 09.12.2025 and the sale notice in respect of the said movable properties has been issued on 09.01.2026.</p> <p>The facts relevant for adjudication of the present applications are:</p>	<p>Tr. to IO folder before corrections</p>

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		<p>i. That the appellant/claimant in the M.A.C.M.A filed a claim petition before the Motor Accident Claims Tribunal, Khammam (for short "M.A.C.T") on the ground that he sustained injuries due to an accident which occurred on 21.09.2000 at the outskirts of Pinapaka Village.</p> <p>ii. The appellant stated that the lorry bearing No.ATR-5339 driven by respondent No.1 and proceeding ahead in the same direction, suddenly and without any signal applied brakes, skidded (rolled backwards) and dashed against the appellant's motorcycle, thereby causing the accident.</p> <p>iii. The M.A.C.T, Khammam which adjudicated the claim under M.A.T.O.P.No.760 of 2004 <i>vide</i> order dated 27.10.2010 had recorded in Para No.18 the observations in the final report <i>vide</i> Ex.A3 filed by the police in respect of the accident which is extracted hereunder:</p> <p><i>"The investigation of the case established that the alleged accused lorry driver bearing No.ATK 5399 kept his lorry on the right side of the road as it was break down and he arranged boulders around his vehicle to prevent the incident. On 21-9-2000 at about 23.00 hours the complainant was proceeding to Khammam from Kothagudem on his Hero Honda motor cycle bearing No.AP-20-F-3424, the eye witness Matcha Narendar was pillion rider; the complaint drove his vehicle in a</i></p>	

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		<p><i>rash and dashed the stationed lorry. As a result, he sustained injuries; he was shifted to Govt. Hospital, Khammam in an auto. The complainant filed not filed any petition to the S.H.O., Wyra on 21-9-2000. The alleged lorry driver submitted a petition to the police which was entered in the general diary of P.S. Wyra. Since no fault was proved against lorry driver no case was registered. As per the material witness statements no case was made out against the alleged accused. The complainant is LIC agent by profession, twisted the matter and filed private complaint in the court with an intention to get claim of compensation from the lorry owner, but it's not correct. Therefore, the case was referred as mistake of fact.....”</i></p> <p>iv. MACT dismissed the claim filed by the appellant by order dated 27.10.2010. Aggrieved by the said dismissal order, the appellant has preferred M.A.C.M.A.No.680 of 2011 on the file of this Court.</p> <p>This Court while disposing of the M.A.C.M.A. has held that the accident occurred due to the negligence of the lorry driver and on account of his failure to provide adequate indicators, including reflecting lights or blinkers. Consequently, it was held that the driver, owner and insurer of the lorry were liable to pay the compensation.</p> <p>However, while drawing up the concluding portion of the Judgment, this Court due to oversight recorded that the respondents including the insurer of the motorcycle are jointly and</p>	

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		<p>severally liable to pay the compensation of Rs.4,80,000/- along with interest @ 7.5% per annum from the date of petition till the date of realization and directed to deposit the same within a period of two (02) months from the date of receipt of a copy of the Judgment.</p> <p>The operative portion of the judgment is inconsistent with the preceding discussion, which nowhere held that the insurer of the motorcycle is liable.</p> <p>The respondent No.3-United India Insurance Company Limited which is the insurer of the lorry had deposited 50% of the amount awarded, presumably on the assumption that such payment would discharge its liability. Subsequently, the appellant being the decree-holder proceeded to execute the decree <i>vide</i> E.P.No.15 of 2015 against the insurer of the motorcycle i.e., respondent No.4-The National Insurance Company Limited and obtained an order of attachment dated 09.12.2025 of the movable properties of respondent No.4-Insurance Company.</p> <p>The attached movable properties which comprised of Laptops, Computers etc., were kept by the Court bailiff in the custody of the appellant i.e., Decree holder.</p>	

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		<p>At this stage, the present review application <i>vide</i> I.A.No.4 of 2025 has been filed as there exists a patent and obvious error on the face of record that needed a correction; that the operative portion of the judgment is directly contrary to the ratio/discussion in the body of the judgment, and prayed to align the concluding portion of the judgment dated 05.07.2024 in M.A.C.M.A.No.680 of 2011 with the discussion/findings therein.</p> <p>The learned counsel appearing for respondent No.3-The United India Insurance Company Limited contended that this Court lacks jurisdiction to review its order inasmuch as once the MACMA is disposed, this Court becomes <i>functus officio</i> and the present application which is in the nature of review, thereby, cannot be maintained.</p> <p>I am unable to agree with the said contention inasmuch as the said review application is filed not challenging the merits of the order but to correct the error apparent on the face of the record which is to bring the concluding portion in alignment with the discussion in the body of the order. If such self-evident error which does not require any detailed reasoning to be identified, is not rectified, it would result in a miscarriage of justice, burdening the insurer of the motorcycle with a</p>	

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		<p>liability that this Court never intended to impose.</p> <p>This Court has the inherent power to correct its own records to ensure that the concluding portion/decreed reflects the true intention of the order.</p> <p>Since the respondent No.4-The National Insurance Company Limited was not assigned any responsibility in the M.A.C.M.A in the discussion part of the judgment, it is improper to burden or impose liability for payment of compensation. To allow the judgment to stand as it would perpetrate an injustice.</p> <p>It is made clear that respondent No.3-United India Insurance Company Limited which is the insurer of the lorry is alone responsible to discharge the entire sum awarded together with interest, which shall be deposited by the said Insurance Company within a period of two (02) months from the date of receipt of a copy of the judgment.</p> <p>Further, the attachment of the movable properties of respondent No.4-National Insurance Company Limited shall be discharged by executing Court upon receipt of a copy of this order.</p> <p>It is brought to the notice of this Court that after effecting attachment of the movable properties of respondent No.4-National Insurance</p>	

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		<p>Company Limited, the Bailiff handed over the attached properties to the appellant i.e., Decree Holder for safe custody, which is the cause of concern expressed by the National Insurance Company Limited as sensitive data of the computer is contained in the electronic devices.</p> <p>It is well settled law that this Court has ample power to recall its own order when the Court itself commits a mistake which prejudices a party, which would result in grave miscarriage of justice. This Court feels that the exercise of such power to recall is warranted in the present case as laid down in <b><i>M.M.Thomas v. State of Kerala</i></b> [(2000)1 SCC 666]</p> <p>In view of the above discussion, the operative portion of the judgment passed in M.A.C.M.A.No.680 of 2011 is modified as follows:-</p> <p>“In the result, the appeal is allowed granting compensation of Rs.4,80,000/- with interest at 7.5% per annum from the date of petition till the date of realization. The driver, owner and insurer of the lorry bearing No.ATR 5339 are jointly and severally liable to pay the same and shall deposit the amount within a period of two (02) months from the date of receipt of a copy of this judgment. On such deposit, claimant is permitted to withdraw the amount without furnishing any security. However, the</p>	

