



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL (ST.) NO. 13294 OF 2013
WITH
CIVIL APPLICATION NO. 1798 OF 2013

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The New India Assurance Co. Ltd.

....Appellant/Applicant

Versus

Rupali Navnath Kardile & Ors.

....Respondents

Ms. Urmila K. Sanil for the Appellant/Applicant.

Mr. Saleshi Patil i/by Mr. Sandeep Dilip Shinde for Respondent Nos.1 to 4.

CORAM : JITENDRA JAIN, J.

DATED : 09th JUNE 2026

P. C. :

1. By consent, taken up for final hearing at the admission stage.
2. The present appeal is filed by the Insurance Company challenging the order of the Tribunal dated 31st October, 2012.
3. On 02nd May, 2009, one Mr. Navnath Kardile met with an accident and expired on 03rd May, 2009. The deceased was on a motor cycle which dashed with a taxi MH-04 E-1488. The dependents of the deceased filed an application for compensation and the Tribunal vide impugned order directed the Insurance Company and opponent no.2 to jointly and severely to pay Rs.4,03,474/- along with interest. Being aggrieved by the said order, the Insurance Company has filed the present appeal.
4. The learned counsel for the Insurance Company has submitted that the taxi did not have the permit to ply beyond 32 kms from Shahapur,



whereas, the accident happened at a distance of 90 kms from Shahapur. It is, therefore, submitted that there was a breach of conditions of the insurance policy and, therefore, the order of the Tribunal imposing liability on the Insurance Company is erroneous.

5. I have heard learned counsel for the Insurance Company. The issue of the taxi plying beyond permissible limits has been discussed in paragraph 11 of the Tribunal's order. The Tribunal after considering the evidence, has come to a conclusion that the limit of 32 kms applied to autorickshaw and not to taxi. Therefore, the Tribunal was justified in coming to a conclusion that the contention raised that the vehicle plying beyond permissible limit is to be rejected.

6. The relevant paragraph 11 of the Tribunal's order is reproduced hereunder :-

Needless to mention that this petition has to be decided on the evidence that has been put forth in this petition. The observation made by the Hon'ble District Judge No.4 & Member Tribunal in MACP No.590/2009; cannot brush aside the evidence which has been recorded in this petition. In this backdrop; I shall now discuss the evidence which has come on record in this case in respect of the alleged breach of conditions of permit and policy as agitated by the learned Counsel for the opponent No.3. In the instant case; there are two documents placed on record in respect of the permit issued to the offending vehicle. The first document of permit Exh.39(3), which has been admitted by the opponent No.3 reveals that the said condition for plying the vehicle within the jurisdiction of 32 kilometers from Shahapur Bus stand; applies to auto rickshaws. This fact has been reiterated by way of admission in the cross-examination by Milind Prabhakar Kulkarni, the Administrative Officer of the opponent No.3. He has further admitted that if the vehicle is not a auto rickshaw and if there are any restrictions; they are required to be mentioned in the blank line provided below the portion at Sr. No.5 in Exh.39. No such instructions have been mentioned in Exh.39. Although, in his further cross-examination, he has denied the suggestion that the said vehicle No. MH-04-E-1488, was authorized to go beyond 32 kilometers from Shahapur stand. But the document, which has been admitted by the opponent No.3 clearly shows



that there is no such restriction levied against this offending vehicle and this admitted document Exh.39 clearly states that those restrictions are only in respect of auto rickshaws. To rebut this evidence the opponent No.3 has examined Vijay Laxman Mhasare; the Clerk of the RTO, who has produced Exh.53, wherein there is rubber stamp showing the restrictions for driving the vehicle from Shahapur Taxi stand. It does not reveal that the said vehicle should be driven within 32 kilometers from Shahapur stand. Moreover, in the cross-examination this witness has admitted that it is doubtful as to whether the words 'Shahapur' is written in Exh.53 in Marathi, is written by same person who has written the contents of Exh.53 when these documents Exh.53 and 39(3) are compared, Exh.39(3) is more reliable than Exh.53 more particularly as Exh.39(3) has been admitted by the opponent No.3 and it specifically states that the restriction of 32 kilometers jurisdiction is meant for auto rickshaw and that if any other vehicle would have been restricted; the same would have been mentioned in the blank lines marked as 'A,B,C,D'. In Exh.39 space marked by A,B,C,D is blank. Therefore, this Tribunal is of the view that in view of the evidence on record Exh.39(3); is reliable which reveals that there is no any restriction of jurisdiction for plying the offending vehicle as it is not an auto rickshaw. In my humble view, this aspect does not find place in the copy of the Judgment of MACP No.590/09; probably for the reason that such evidence may not have come on record in MACP No.590/09. In view of the above discussion; this Tribunal is of the view that there were no restriction of jurisdiction laid down in the permit issued to the owner of the offending vehicle and therefore there is no question of any breach of conditions of the permit or policy and therefore as there was valid and effective insurance policy; the insurance company the opponent No.3 is liable to indemnify the opponent No.2.

7. In my view, the Tribunal has considered the evidence and has taken a plausible view which does not seem to be perverse. Therefore, the contention raised that the vehicle was plying beyond the permissible limits, cannot be accepted. In any case, if there is any breach of terms and conditions of the insurance policy, then the Insurance Company has a remedy against the insured and third party should not suffer on this count.

8. In view of all the above reasoning, the present appeal stands dismissed.



9. The Insurance Company would be entitled to recover the amount from the owner if there is any violation of the terms and conditions of the policy. However, the Insurance Company will have to first pay the original claimants.

10. Statutory deposit of Rs.25,000/- to be transferred to the Tribunal and the parties are at liberty to withdraw the same.

11. Appeal is dismissed. Consequently, civil application no. 1798/2013 does not survive and is disposed of accordingly.

[JITENDRA JAIN, J.]