

IN THE HIGH COURT OF JHARKHAND AT RANCHI
M. A. No. 172 of 2010

The New India Assurance Co. Ltd., PO – Head Post Office, PS-Kotwali, District – Ranchi (Jharkhand) (Insurer of T.D.V. Truck No. AS-01D-8129). ... O.P. No.3/Appellant

Versus

1. Smt. Subhadra Devi w/o late Sanichar Turi
2. Santosh Turi son of late Sanichar Turi
3. Birju Turi son of late Sanichar Turi,
All residents of village Bahadarpur, PS-Dumri, PO- Khudisar, District-Giridih (Jharkhand)
... Claimants/Respondents
4. Naiyar Eqbal, son of Md. Salim, resident of Barwadih, Giridih, PO & PS-Giriidh (T), District-Giridih (Jharkhand) (Owner of T.D.V. Truck No. AS-01D-8129)
5. Yogendra Prasad, son of late Ram Prasad Lal, resident of village Bir-Bir, P.O. & P.S. Hazaribagh (M), District-Hazaribagh (driver of T.D.V. Truck No. AS-01D-8129) ... O.P. No.1 and 2/Respondents

CORAM: HON’BLE THE CHIEF JUSTICE

For the Appellant: Mr G.C. Jha, Advocate
For the Claimants: Mr Arvind Kumar Lall, Advocate

25/Dated: 10.07.2026

1. Heard Mr G.C. Jha for the appellant-Insurance Company and Mr Arvind Kumar Lall for the respondents-claimants.
2. This is an appeal by the appellant-Insurance Company against judgment and award dated 29.03.2010 made by the Motor Accident Claims Tribunal at Giridih in Claim Case No. 22 of 2005.
3. Mr Jha submitted that, under the insurance policy and the records of the Insurance Company, the owner of the insured vehicle was Md Shariff, son of Md Salim. However, the claimant had alleged that the owner of the vehicle was Md Naiyar Eqbal, son of Md Salim.

He further submitted that Md Shariff was never made a party to the claim petition, and that, in the absence of Md Shariff, who, according to the appellant-Insurance Company, was the owner of the insured vehicle, the claim petition was not maintainable.

4. In the claim petition, the claimants had very specifically pleaded that the owner of the insured vehicle was Md Naiyar Eqbal, son of Md Salim, who is, incidentally, Md Shariff's brother. In the written statement filed by the appellant-Insurance Company, there was no denial. However, the appellant-Insurance Company still contended that, according to the R.C. Book for this vehicle, Md Shariff, not Md Naiyar Eqbal, was the owner of the insured vehicle.
5. Although no evidence was led on behalf of the Insurance Company on the above aspect, it is well settled that there cannot be any variance between pleadings and proof. Any evidence which goes beyond the pleadings cannot be looked into, or at least need not be looked into or considered.
6. Besides, the Tribunal has reasoned that this insured vehicle was released in favour of Md Naiyar Eqbal by the Court of C.J.M., where the said Md Naiyar Eqbal was required to and has furnished a bond. Tribunal has held that this latter document issued by the court deserves acceptance, perhaps by adopting the standard of balance of probabilities.
7. The Tribunal's finding warrants no interference, particularly because there was no specific denial to the claimants' assertion in the claim petition. Even the documents produced on behalf of the Insurance Company do not make out such a case, and, in any event,

this aspect has been duly considered by the Tribunal, which preferred to rely upon the court documents issued later in point of time.

8. In any event, this is a matter where the Insurance Company is directed to pay and recover from the owner of the insured vehicle. Therefore, there is no serious prejudice as such to the Insurance Company.
9. For the above reasons, there is no merit in this appeal, and it is consequently dismissed without any order for costs.
10. The appellant has not yet paid any compensation amount to the respondents-claimants. Therefore, the appellant is directed to deposit the compensation amount together with interest as awarded in this Court within six weeks from today, after adjusting the statutory deposit amount in this Court.
11. Such deposit should be made after giving due intimation to the learned counsel for the claimants. Once the amount is deposited, the Registry is directed to allow the respondent-claimants to withdraw it upon furnishing their identities and bank details. The amount should be paid to the claimants only through regular banking channels and not through any other mode.
12. IAs, if any pending in this appeal, will not survive and are disposed of.

(M. S. Sonak, C.J.)

July 10, 2026

N.A.F.R.

Manoj/Sharda/Cp.2

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