

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO(s). 4503 OF 2010

ORIENTAL INSURANCE CO.LTD. Appellant(s)

VERSUS

SHER SINGH & ORS. Respondent(s)

O R D E R

Even on second call none appears for the respondents.

Learned counsel appearing for the Insurance Company submitted that originally the Policy was issued for the period from 26.3.1996 to 08.06.1996. The said policy was lapsed on 08.06.1996. The accident had occurred subsequently on 26.08.1996, on that date there was no valid policy. The learned counsel further submitted that a forged policy was produced before the Motor Accident Claims Tribunal (for short, 'the Tribunal'), based on which the Tribunal passed an order awarding compensation. This fact came to the notice of the Insurance Company only later, then they filed a review application before the Tribunal. The Tribunal, however, dismissed the review application on the ground that under the Motor Vehicle Act, 1988 the Claims Tribunal has no power to review its own order.

The matter then came before the High Court by way of a writ petition but the High Court has not properly examined the question as to whether on the date of accident was there a valid policy.

The Insurance Company later filed an Appeal No.121 of 2006 along with application for condonation of delay. The High Court vide impugned order dated 21.11.2006 dismissed the application for condonation of delay so also the statutory appeal.

Considering the plea raised by the Insurance Company that a fraudulent document was produced before the Tribunal for claiming compensation, we feel it appropriate that the High Court will examine the matter on merits.

Learned counsel appearing for the Insurance Company is not in a position to state whether the amount has already been paid to the claimant or not. If the amount is not paid so far the same will be paid within a period of one month from today along with interest.

The High Court is further requested to dispose of the appeal after hearing all the parties and examine as to whether liability is to be fastened on the Insurance Company or the owner of the vehicle. In any event, it shall not be recovered from the claimants.

The appeal is, accordingly, disposed of.

