

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO(S). OF 2026
(ARISING OUT OF SLP(C) NO(S)). OF 2026 @ D.NO. 74836/2025)

HDFC ERGO GENERAL INSURANCE COMPANY LIMITED APPELLANT(S)

VERSUS

N NAGESH & ORS.

RESPONDENT(S)

O R D E R

1. Delay condoned.
2. Leave granted.
3. Heard Mr. Gagan Gupta, learned senior counsel appearing for the appellant.
4. By order dated 12th March, 2026 after noting the arguments of learned counsel for the petitioner(now appellant), notice was issued only to the owner of the vehicle i.e. respondent no. 3. The said order is reproduced hereunder :-

“Learned counsel for the petitioner submitted that computer print out of the insurance policy was submitted in the Court. There was apparent tampering in the policy produced by the owner of the vehicle involved in the accident.

As per the policy with the insurance company,

the validity starts from 09.03.2016 whereas in the policy produced by the owner, it started on 02.03.2016.

The accident took place on 06.03.2016.

Learned counsel for the petitioner submitted that as the dispute is with the owner of the vehicle, notice may be issued to respondent no.3 only.

Issue notice to respondent no.3 on the application seeking condonation of delay in filing the Special Leave Petition as well as in the main petition, returnable on 14.05.2026."

5. Despite service of notice, no one has appeared on behalf of the respondent no. 3.

6. Mr. Gagan Gupta, learned senior counsel appearing for the appellant, confined his submissions to the limited relief that the insurance company be granted recovery rights against the owner of the offending vehicle. According to him, the policy relied upon by the claimant(s) was a forged and tampered document. He submitted that the actual commencement date of the insurance policy was 9th March,2016, whereas the document produced by the claimant(s) reflected the date as 2nd March, 2016.

7. Learned senior counsel further submitted that the premium amount had in fact been deposited in cash on 8th March, 2016. Since the accident had occurred on 6th

March, 2016, the date in the policy was deliberately altered from 9th March, 2016 to 2nd March, 2016 only to secure the benefit of insurance coverage, on the basis of which the Motor Accident Claims Tribunal (for short, "the Tribunal") allowed the claim petition.

8. It was further submitted that the plea regarding the forged policy had been specifically raised before the Tribunal and evidence had also been adduced in support thereof. In this regard, photocopies of the original insurance policy showing the commencement date as 9th March, 2016, along with the evidence in form of the ledger reflecting deposit of cash premium on 8th March, 2016, were filed, proved and duly marked as exhibited documents before the Tribunal.

9. Despite the aforesaid evidence, the Tribunal allowed the claim petition and fastened the liability upon the insurance company to indemnify the owner of the vehicle. According to the appellant, the High Court also erred in not accepting the contention that the claimant(s) had relied upon a forged insurance policy.

10. Mr. Gupta clarified that the appellant does not dispute either the occurrence of the accident involving the vehicle in question or the quantum of compensation awarded. The limited prayer is that the insurance company, after satisfying the award amount payable to the claimant(s), be granted liberty to recover the same from

the owner of the offending vehicle.

11. We have perused the material placed on record and find substance in the submissions advanced by learned senior counsel for the appellant. RW-1, the Legal Manager of the Insurance Company, has deposed to the aforesaid facts. The ledger marked as Exhibit R-5 clearly reflects that the insurance premium was deposited in cash on 8th March, 2016.

12. Mr. Gupta also drew our attention to the cover note of the disputed insurance policy, which bear signatures of different individuals claiming to be the duly constituted attorney of the insurance company. Even on a bare perusal, it is evident that the signatures on the two documents are different. In the policy produced by the insurance company, the name appearing is "Nagendra Saikumar", whereas in the cover note relied upon by the claimants, the name appears as "Ankur Bahorey".

13. For the reasons recorded above, the appeal is allowed to the limited extent that the appellant-Insurance Company shall have the right to recover the compensation amount from the owner of the offending vehicle after making payment to the claimant(s), if such payment has not already been made.

14. The appeals shall stand allowed in terms of the above.

15. Pending application(s), if any, shall stand disposed of.

..... J.
[VIKRAM NATH]

..... J.
[SANDEEP MEHTA]

..... J.
[VIJAY BISHNOI]

NEW DELHI;
MAY 14, 2026.

