IN THE HIGH COURT OF JHARKHAND AT RANCHI

M. A. No. 398 of 2014

Kedar Nath Ambastha, son of Late Mahabir Prasad, resident of Indrapuri, Road No.1, Ratu Road, P.O.- Ranchi, P.S.- Sukhdeo Nagar, Ranchi-834005, District-Ranchi, at present at 3A, Sona Apartment, Badri Bhawan Lane, Ganga Nagar, Ratu Road, P.S.- Sukhdeo Nagar, at and Post- Ranchi, 834005, District- Ranchi.

…. .... Appellant

Versus

1. Nishi Kant, son of Kedar Nath Ambastha, resident of Indrapuri, Road No.1, Ratu Road, P.O.- Hesal, P.S.- Sukhdeo Nagar, Ranchi-834005, District-Ranchi.
2. The Divisional Manager, the United India Insurance Co. Ltd., Divisional Office, Lalji Hirji Road, Main Road, P.S.-Kotwali, At and Post- Ranchi-834001. District- Ranchi.

…. …. Respondents

With

M. A. No. 317 of 2014

Divisional Manager, United India Insurance Co. Ltd., Divisional Office, Vyapar Bhawan, Lalji Hirji Road, P.O.& P.S.- Ranchi, represented through Divisional Manager.

…. …. Appellant

Versus

1. Kedar Nath Ambastha, son of Late Mahabir Prasad, resident of Indrapuri, Road No.1, Ratu Road, P.O. & P.S.-Sukhdeonagar, District-Ranchi.
2. Nishi Kant, son of Kedar Nath Ambashta, resident of Indrapuri Road No.1, Ratu Road, P.O.& P.S.- Sukhdeonagar, District- Ranchi.

…. …. Respondents

CORAM : HON'BLE THE CHIEF JUSTICE

M.A. No. 398 of 2014

For the Appellant	:	Mr Arvind Kumar Lall, Advocate Mr Shivam Singh Kashyap, Advocate
For the Ins. Company	:	Mr Alok Lal, Advocate

M.A. No. 317 of 2014

For the Appellant	:	Mr Alok Lal, Advocate
For the Claimant	:	Mr Arvind Kumar Lall, Advocate Mr Shivam Singh Kashyap, Advocate

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40 /Dated: 17.07.2026

1. Heard the learned counsel for the parties.

2. Learned counsel for the parties agree that both these appeals can be disposed of by a common Judgment and Order.

3. In any event, both these appeals are tagged together because they challenge the same Judgment and Award dated 03rd May, 2014, passed by the

Motor Accident Claims Tribunal at Ranchi in Compensation Case No. 10 of 2004.

4. M.A. No. 317 of 2014 is instituted by the Insurance Company contending that the Insurance Company should have been absolved from any liability to pay compensation in this matter because the accident in this case was on account of rashness and negligence of the claimant, who was driving his son's scooter.

5. Mr Lal submitted that the insurance policy did not cover or warrant payment of compensation to the driver of the insured vehicle in such circumstances. He relied on ***Oriental Insurance Co. Ltd v. Jhuma Saha & Ors***. (2007 ACJ 818), ***United India Insurance Company Limited v. Barot Bharatbhai Arvindbhai and Ors***. (2017 ACJ 1800), ***New India Assurance Company Ltd v. Sadanand Mukhi and Ors.*** (AIR 2009 SC 1788), and ***Ramkhiladi and Ors. v. The United India Insurance Company and Ors***. [(2020) 2 SCC 550] in support of these contentions.

6. Mr Alok Lal submitted that in this case the injury certificate was not produced before the Tribunal in evidence or, in any event, the same was not proved. Therefore, even the determination of compensation is excessive and warrants interference.

7. Mr Arvind Kumar Lall, learned counsel for the claimant, submitted that there was nothing to infer rashness or negligence on the part of the claimant. He submitted that this was a case of a comprehensive insurance policy and given the law laid down in the case of ***Manjusha & Ors. Vs. United India Assurance Company Limited & Anr*** (2025) INSC 896 and ***ICICI Lombard General Insurance Vs. Murarilal Sharma & Ors***., in **M.A. In No. 85 of 2009**, decided on 29th March, 2010 (Mr Arvind Kumar Lall states that he has personally

verified that this judgment is not a hallucinated judgment resulting from AI), the insurance company's appeal may be dismissed.

8. Mr Arvind Kumar Lall submitted that the injury certificate was produced in evidence and, since it was not objected to, it was marked as Exhibit. He pointed out the errors in computation of compensation in various heads and submitted that an enhancement is due.

9. The rival contentions now fall for my determination.

10. Insofar as the appeal of the Insurance Company is concerned, it is necessary to first see the plea of the Insurance Company in its written statement.

11. Mr Alok Lal emphasised the pleadings in paragraphs-7 to 12 of the written statement, which are transcribed below for the convenience of reference:-

> *"7. That it is the admitted case of the claimant that when he was going to Hatia on a scooter belonging to his son all of a sudden a dog came in front of the scooter on the road then he applied brake but she it skidded and he fell down and sustained injuries. A combined reading of Sections 165 (1) and 166 (1) clearly suggests that the person who himself caused the accident and out of whose own act loss occurred to him is not supposed to be a person coming within the scope, ambit and preview of either section 165 (1) or 166 (1) of the M.V. Act, 88, He, cannot, therefore, accuse himself of rashness or negligence and attempt to get compensation for his own fault. These two aforesaid sections clearly suggest that a person can approach a Tribunal by way of filing of an application only if such a person accuses another person of doing civil wrong to him resulting in loss to him, which he requires to be compensated. Therefore, in the facts of this case the application is not maintainable and is liable to be dismissed.*

8. That the contents of para 1 to 6 of the claim petition are not in the knowledge of this opposite party hence the same are denied. The claimant is put to strict proof of the same.

9. That the contents of para 7 of the claim petition regarding the alleged accident is denied by this opposite party. No FIR has been lodged in any police station with regard to the alleged accident. The claimant and the owner has manufactured a story of accident to get the compensation. The claimant has given the date of accident as 5-1-03 but no information was given to the police. After full deliberation the opposite party no.1 who is the son of the clamant gave a written information to the Jagarnathpur Police Station on 23-1-038 that his father sustained injuries was when he fell down from the scooter while driving. It is the admitted case of the claimant that due to his own fault he fell down and sustained injuries as such this petition is not maintainable in law and is liable to be dismissed.

10. That the statement contained in para 8 & 9 are matters of record. This opposite party submits that the vehicle involved in the accident was insured subject to certain terms, conditions, restrictions and exceptions contained in the policy of insurance and U/s 149 of the M.V. Act, 88. The claimant/owner must file all the documents relating to the vehicle in question and that should be in order failing which it shall be presumed that there is statutory what violations of the conditions of the insurance policy of this opposite party and in such circumstances this opposite party will not be liable to indemnify the insured, if any compensation is awarded.

11. That the claimant has no valid and effective driving licence to drive the scooter as such this opposite party U/s 149 of the MV Act, 88 and under the terms and conditions of the insurance policy not liable at all to pay any compensation to the claimant.

12. That the contents of para 10 itself show that the claimant fell down and sustained injuries due to his own rash and negligent driving as such this petition is not maintainable in law. The claimant cannot be allowed to take benefit of his own wrong and as such the petition is liable to be dismissed."

12. Now upon perusal of the above pleas, it is evident that the only case of the Insurance Company is that the claimant was himself negligent and therefore, responsible for the accident and in such circumstances, the claimant cannot seek any compensation or foist any liability for payment of the same on the Insurance Company. The entire written statement proceeds on the basis that it was an admitted fact that the claimant was himself negligent.

13. There is no such admission either in the claim petition or in the evidence led on behalf of the claimant in this matter. The Insurance Company, without bothering to lead any evidence and proceeding on the incorrect premise that it was an admitted position that the accident took place due to the rashness and negligence of the claimant, has raised the above-referred defence.

14. The defence that the claim is not covered under the insurance policy has not been raised, or, in any event, has been very vaguely and casually urged. Such evasive pleading can never be sufficient to raise a plea. Therefore, the plea which is now sought to be raised cannot be permitted to be raised in this appeal.

15. In any event, even if this Court proceeds on the basis that such a plea has been raised, the Tribunal has noted that the Company, in this case, had realised a premium for own damage to cover third-party liability and that a comprehensive premium.

16. The Tribunal also referred to the proposal form as Ext.-C, which refers to the policy as a package policy. The Tribunal has also referred to the certificate of insurance as Ext.-B, which includes a specific clause covering the risk of any person, including the insured, who has a valid and effective driving licence. Considering all this material, the plea now advanced, to wriggle out of the liability, cannot be allowed to succeed.

17. The decisions of the Hon'ble Supreme Court in **Manshusha (supra)** and **ICICI Lombard (Supra)** in somewhat similar circumstances assist the case of the claimant, and even based upon the reasoning therein, the plea of the Insurance Company in this case cannot succeed.

18. The decisions relied upon by Mr Alok Lal proceed on the basis that where the victim of the accident or the deceased was himself rash and negligent, there is no question of maintaining the claim or foisting the liability on the Insurance Company. In this case, there is no evidence whatsoever that the claimant was negligent or that the accident was caused on account of rashness or negligence of the claimant.

19. Evidence on record shows that the claimant, to avoid a dog and an old man who had abruptly stepped in front of the scooter (insured vehicle), had to apply the brakes suddenly. The scooter skidded, and the claimant sustained injuries. This is hardly a case of negligence on the part of the scooter driver/claimant. Therefore, neither can the defence raised in the written statement be said to have been made good, nor can the decisions relied upon by Mr Alok Lal apply in such a situation.

20. Accordingly, the Insurance Company's Appeal, i.e., M.A. No. 317 of 2014 is liable to be dismissed and is hereby dismissed.

21. Insofar as the claimant's appeal for enhancement is concerned, it is necessary to note at the outset that there is no evidence about the claimant suffering any permanent disabilities or injuries. However, the injury certificate has been produced on record because the same was not objected to and the same, along with the other medical documents produced on record, suggest that the claimant suffered *"Communited Intra articular Fracture of Proximal Tibia (L)*

and under S.A., ORIF which L plate done one 15.1.13 and knee stiffness remained on date of discharge."

22. There is also evidence on record which suggests that the claimant had to be operated and was in the hospital for about two months. The Tribunal has awarded compensation of Rs. 60,000/- towards medical expenses, hospitalisation, medicines, transportation, nourishing food, and miscellaneous expenses. Since the claimant was in hospital for two months, an additional amount of Rs. 20,000/- should have been paid towards attendant charges. Thus, this amount of Rs. 60,000/- is enhanced by further Rs. 20,000/-.

23. The Tribunal has already awarded compensation for loss of earnings during the treatment period. Since this was not a case of permanent disability, the Tribunal has correctly declined to award any compensation for loss of future earnings.

24. Insofar as non-pecuniary damages are concerned, the Tribunal has awarded only Rs. 10,000/-for pain and suffering. Considering the nature of the injury and the fact that the claimant had to be hospitalised for two months, this amount is enhanced to Rs. 25,000/-. Similarly, for loss of amenities, the Tribunal has awarded only Rs. 10,000/-, which should be enhanced to Rs. 25,000/-. The Tribunal has awarded compensation for loss of expectation of life at Rs. 10,000/- and since this was not a case of permanent disability, no further enhancement is warranted.

25. Thus, under the heading of medical expenses, treatment, attendant's charges, etc., an enhancement of Rs. 20,000/- is due, and under the heading of damages for pain and suffering and loss of amenities, an enhancement of Rs. 30,000/- is due. In all therefore, compensation amount is liable to be enhanced

to Rs. 50,000/-. Thus, the total compensation payable is determined to be Rs. 1,82,724/- instead of Rs. 1,32,724/-.

26. The Tribunal has awarded interest at the rate of 6% per annum only from the date of the judgment and award, i.e. from 03.05.2014 till the date of realisation. The reason for this in paragraph 32 of the impugned judgment is not quite convincing. Therefore, it is a fit case where interest at the rate of 6% per annum should have been awarded from the date of the claim petition and not just from the date of the award. This is now awarded accordingly.

27. M.A.No. 398 of 2014 is partly allowed by enhancing compensation from Rs. 1,32,724/- to Rs. 1,82,724/-, together with interest at 6% from the date of the claim petition till realisation of this amount.

28. The Insurance Company is directed to pay the awarded amount after adjusting the amount already paid and the statutory deposit, if any, together with interest by depositing the same in this Court within six weeks from today with necessary intimation to the learned counsel for the claimant.

29. Once the amount is deposited, the claimant shall be entitled to withdraw the same by furnishing his identity and bank details. The Registry should transfer the amount directly in the claimant's bank account. Under no circumstances shall any transfer be made otherwise than through the regular banking channels.

30. M.A. No. 317 of 2014 is dismissed and M.A. No. 398 of 2014 is partly allowed in the above terms without any order for costs.

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

July 17, 2026
Ranjeet / R.Kr.
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