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Kaliammal Vs. Selvaraj and Others

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Court : Chennai Madurai

Decided On : Nov-24-2016

Judge : S.M. Subramaniam

Appeal No. : C.M.A (MD) No. 1551 of 2007

Appellant : Kaliammal

Respondent : Selvaraj and Others

Judgement :

(Prayer:-Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, 1988 against the Judgment and Decree (AWARD) dated 21.09.2007 made in M.C.O.P.No.128 of 2004 on the file of the Motor Accident Claims Tribunal, Chief Judicial Magistrate, Karur.)

1. The appellant/Insurance Company, filed the present C.M.A.(MD)No.1551 of 2007, challenging the award passed in M.C.O.P.No.128 of 2004 by the Motor Accidents Claims Tribunal/Chief Judicial Magistrate, Karur.

2. It is a case of injury caused in the accident that took place at about 06.30 a.m. on 11.12.2003 near Lingathur on the Uppidamangalam - Puliyur Road, in which the petitioner sustained injuries. She filed application seeking compensation before the Motor Accident Claims Tribunal, Chief Judicial Magistrate, Karur and the Tribunal considering the facts and circumstances of the case awarded Rs.1,27,270/- towards total compensation and the liability was fixed at the owner

of the vehicle, namely, Gopinath, the 4th respondent. The present appeal has been filed by the appellant/claimant only on the ground that the liability fixed on the part of the 4th respondent/owner is erroneous and the Tribunal ought to have fixed the liability on the Insurance Company.

3. The learned counsel for the second respondent/Insurance Company contended that it is a case where the policy was in existence with the Insurance Company, but the vehicle was sold by the first respondent to the third respondent, who in turn, in violation of the policy conditions sold it to 4th respondent, but it was not proved that either the RC book or ownership was legally transferred in accordance with law. The mere selling of the vehicle cannot be considered as a legal sale and the documents relating to the vehicle also to be transferred in accordance with law.

4. This Court considered the rival submissions and perused the materials on record.

5. Evidence on records would show that there was no legal transfer of ownership between these parties. Since there is no agreement between the Insurance Company and the fourth respondent, who had purchased the vehicle, the Insurance Company is not liable to honour the conditions of the policy and finding of the Tribunal is in order and there is no infirmity in that. In respect of the quantum also, this Court finds no infirmity.

6. Accordingly, this Civil Miscellaneous Appeal is dismissed and the award of the Motor Accident Claims Tribunal/Chief Judicial Magistrate, Karur dated 21.09.2007 made in M.C.O.P.No.128 of 2004 is confirmed. No costs.

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