

NON-REPORTABLE

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NOS. 7170-74 OF 2005

S.M. SHARMILA

.....APPELLANT.

VERSUS

NATIONAL INSURANCE CO.LTD. & ORS.RESPONDENTS.

JUDGMENT

ANIL R. DAVE, J.

1. As issues involved in all these appeals are common, all the appeals are heard together and disposed of by this common judgment as per request of the learned counsel.

2. The appellant in all these appeals is an owner of a vehicle and her workmen had been injured in an accident while they were travelling in a

vehicle owned by the appellant. As the concerned respondent workmen had suffered injuries in an accident arising out of and in the course of their employment on 3rd April, 1998, they had filed cases claiming compensation before the Commissioner for Workmen's Compensation, Madurai.

3. After hearing the concerned parties and upon perusal of the record, the Commissioner for Workmen's Compensation, Madurai awarded compensation to the concerned workmen holding that the vehicle involved in the accident, which was owned by the appellant, was insured with respondent-National Insurance Company Ltd. at the time when the accident had taken place and, therefore, the Insurance Company was saddled with the liability to make payment of compensation to the respondent workmen.

4. Being aggrieved by the compensation awarded by the Commissioner of Workmen's Compensation to the respondent workmen, the Insurance Company had filed CMA Nos. 559-563 of 2003 and CMP Nos.4586-4590 of 2003 in the High Court of Judicature at Madras.

5. After hearing the concerned parties, the High Court reversed the findings of the Commissioner for Workmen's Compensation and came to a

conclusion that the vehicle involved in the accident was not insured with National Insurance Company Ltd. on the date of the accident and, therefore, the Insurance Company was absolved from its liability to make payment of compensation to the respondent workmen and the present appellant, owner of the vehicle, was saddled with the liability of paying compensation to the respondent workmen.

6. The issue which has arisen in all these appeals is whether on the date of the accident, the vehicle in question was insured with National Insurance Company Ltd.

7. It is an admitted fact that the accident had taken place on 3rd April, 1998.

8. Case of the appellant-owner before the Commissioner for Workmen's Compensation was that the vehicle in question had been insured with the respondent, Insurance Company for a period commencing from 14th May, 1997 to 13th May, 1998 and believing the aforestated submission to be correct, the Commissioner had directed that compensation be paid by the Insurance Company.

9. The aforesaid finding arrived at by the Commissioner had not been accepted by the High Court as the High Court came to the conclusion that the vehicle in question was insured for a period commencing from 3rd March, 1997 to 2nd March, 1998 and, therefore, the vehicle was not insured on the date when the accident had taken place.

10. The learned counsel appearing for the appellant-owner of vehicle submitted that the aforesaid finding arrived at by the High Court is not correct for the reason that the vehicle was insured for a year commencing from 14th May, 1997 to 13th May, 1998. He referred to the evidence which had been adduced before the Commissioner. He drew our attention to the cover note given to the appellant by the Development Officer of the respondent Insurance Company (Exhibit R1) showing that the vehicle in question was insured from 14th May, 1997 to 13th May, 1998. He submitted that as the aforesaid evidence was accepted by the Commissioner, there was no reason for the High Court to interfere with the said finding and, therefore, the appeals filed by the appellant deserved to be accepted.

11. On the other hand, Mr. Gupta, learned counsel appearing for the respondent-Insurance Company vehemently submitted that for the reasons recorded in the judgment, the High Court had rightly accepted that the vehicle in question was insured for a year commencing from 3rd March, 1997 to 2nd March, 1998. He drew our attention to the fact that the amount of premium was paid in cash on 3rd March, 1997 and the said fact was duly recorded in the premium register, a copy of which had been exhibited as Exhibit R2-7. He further submitted that as per postage book of the Insurance Company, the insurance policy had been dispatched on 25th March, 1997. He submitted that in normal circumstances, upon receipt of cash by way of premium, cover note is sent to the concerned person and after about a fortnight, insurance policy is sent to the concerned person. He further drew our attention to a copy of cover note which had been issued by the Insurance Company stating the fact that premium was paid in cash on 3rd March, 1997.

12. Upon hearing the concerned counsel and upon perusal of the relevant evidence contained in the paper book, we are of the view that the findings arrived at by the High Court need not be disturbed.

13. Whether the vehicle in question was insured at the time of accident i.e. on 3rd April, 1998 is a question of fact. After appreciating the evidence, the High Court came to the conclusion that the vehicle in question was not insured on 3rd April, 1998 and the vehicle in question had been insured for a period commencing from 3rd March, 1997 to 2nd March, 1998. The High Court has recorded sound reasons for coming to the said conclusion after carefully appreciating the evidence adduced before the Commissioner. Postage book of the Insurance Company shows that the insurance policy was dispatched on 25th March, 1997. This clearly denotes that the policy was taken prior to 25th March, 1997 and, therefore, the High Court rightly believed the version of the Insurance Company. This fact rules out the possibility of the vehicle being insured on 3rd April, 1998 as submitted on behalf of the respondent workmen and the appellant. Moreover, the cover note relied upon by the respondent workmen was not found to be genuine by the High Court. We are, therefore, in agreement with the view expressed by the High Court.

14. Looking to the facts of the case, in our opinion, no legal issue is involved in these appeals and there is no reason to interfere with the findings arrived at by the High Court, which appear to be just and proper.

15. For the aforesaid reasons, we dismiss the appeals with no order as to costs. Ad-interim relief granted in favour of the appellant stands vacated in all appeals.

.....J.
(AFTAB ALAM)

.....J.
(ANIL R. DAVE)

New Delhi
January 31 2012.

