



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

911 FIRST APPEAL NO. 2910 OF 2018

THE NEW INDIA ASSURANCE COMPANY LTD., THR ITS
AUTHORIZED SIGNATORY AURANGABAD

....Appellant

VERSUS

HEERABAI ANKUSH GAIKWAD AND ORS

.....Respondent

Mr. M. M. Ambhore, Advocate for the appellant

Mr. Anand I. Deshmukh, Advocate for the respondent No. 1

CORAM : ABHAY J. MANTRI, J.

DATE : 18th DECEMBER, 2025

ORAL JUDGMENT :

1. Heard.

2. ***Admit.*** Heard finally with the consent of the parties.

3. The appellant, feeling aggrieved by the judgment and award dated 30-11-2016 passed by the learned Motor Accident Claim Tribunal, Aurangabad (for short '***the tribunal***') in Motor Accident Claim Petition No. 237/2013, has preferred this appeal.

4. It is pertinent to note that the learned Advocate for the respondent No. 1- original claimant has submitted that this court has already decided the first appeal arising out of the same accident and dismissed the appeal. He further submitted that the claimant in First Appeal No. 2810/2018 and the claimant in this appeal are husband

and wife, and they were proceeding on the motorcycle. The husband's claim was allowed, and this court confirmed the learned tribunal's order in F. A. No. 2810/2018. While deciding the said appeal, this court in para 6 has categorically observed that the appellant-insurance company failed to prove that the offending bus did not have a valid permit at the time of the accident. The same question arose in this appeal, and therefore, he submitted that the question of law in the present appeal is covered by the judgment in the FA/2810/2018. The copy of the judgment was supplied to the learned Advocate for the appellant. He has gone through it and does not dispute the observations made in the said judgment. He also fairly submitted that the insurance company has not preferred any appeal against the said judgment before the Hon'ble Apex Court.

5. Thus, considering the above submission, the only point for the determination/question that arose before me is “*whether any interference is required in the impugned judgment and award or not.*”

6. I have gone through the impugned judgment and award and record as well as the judgment relied upon by the learned Advocate for the respondent No. 1.

7. At the outset, it appears that both appeals arose out of the same accident. The respondent No. 1 herein is the wife of the claimant in F. A. No. 2810/2018, and they were proceeding on one

motorcycle. I have also perused para 6 of the said judgment. Wherein this court has categorically held that “*the appellant failed to prove that the offending bus was not having a valid permit at the time of the accident*”. The judgment is not challenged by the insurance company; therefore, the findings recorded by this court in the said appeal are binding on the insurance company in this appeal as well.

8. Thus, it appears that this case is covered by the judgment in FA/2810/2018 dated 10-02-2025. Moreover, the appellant failed to show that the findings recorded by the learned tribunal are illegal or unjust. On the contrary, it appears that the findings recorded by the learned tribunal are just and proper; therefore, no interference is warranted in the appeal. Apart from that, the appeal is covered by the judgment in FA/2810/2018 dated 10-02-2025. As a result, the appeal, being devoid of merit, stands dismissed. No order as to costs.

9. Needless to clarify that the amount deposited by the insurance company in this court be transmitted to the bank account of the respondent No.1-wife, along with accrued interest thereon, within a period of six weeks, on her furnishing bank account details to the registry.

[ABHAY J. MANTRI, J.]