

## Motor Accident Claim Tribunal Jhansi

Present: Chandroday Kumar HJS

**MACT No. ~~317 of 2015~~ 110 of 2010 & Misc. No. 34 of 2014**

Smt. Sabku aka Sabak, 51, W/o Diney

R/o Village – Ganeshpura, Teh - Moth P/s Moth District – Jhansi

-----Pitioner/Claimant

Vs.

1. Subhash Chandra S/o Malkhan Singh Yadav R/o- Vill- Karguvankhurd Teh-  
Tahroli P/s- Erach District Jhansi

1.

.....Owner Vehicle No. UP 93T 0796 (Aape)

2. United India Insurance Co. Ltd. Jhansi

..... Insurer Vehicle No. UP 93T 0796 (Aape)

-----Opposite Parties

### ORDER

The case has been pending since 2012. Having heard counsels of the parties, I am of the view that two small questions are to be decided which ascertain whether the insurance company has the right to recover the money paid from the owner of the vehicle and what should be the compensation?

Events of the case in brief are that on date 05.10.2012 claim petition was decided ex-parte against the owner and driver of the offending vehicle and United India Insurance was ordered to pay Rs. 28,000 with 7% interest from the date of institution of petition and recover it from the owner. In compliance of the order, Insurance Company paid an amount of Rs. 33,176 to the Tribunal which was released with interest to the claimant. The insurance company then applied to recover the amount paid. The owner then approached the tribunal and the tribunal restored the claim petition. Owner submitted WS and examined himself as DW1 and furnished photocopies of RC of offending vehicle - Paper No. 49C1, cover note of insurance of offending vehicle 50C1, DL of Nawab Singh OP No.2 driver of offending vehicle- Paper No. 51C1, permit of offending vehicle - Paper No. 53C1. All these papers were valid and effective at the date and time of the accident i.e. 27.03.2009. Nothing has been denied or rebutted by the insurance company, so there is no ground for recovering the amount. No other evidence has been offered from either side, therefore, I am of the view that the amount Rs. 33,431 received by the claimant in 2012 is proper for an elbow fracture and injury to the left leg. Misc. 34/13 and MACP 110/10 are being decided accordingly. OP No. 1 shall have the right to get back the amount of Rs. 8,300 deposited at the time of restoration from the insurance company.

Copy of the order be placed at Misc. 34 of 2014 United India Insurance Co. Ltd. v. Subhash Chandra.

18.09.2020

(Chandroday Kumar)  
Presiding Officer  
Motor Accident Claim Tribunal  
Jhansi