

SUPREME COURT OF INDIA

Susheelabai

Vs.

Basavaraj

C.A.No.4773 of 2009

(S.B. Sinha and Deepak Verma JJ.)

24.07.2009

ORDER

1. Delay condoned.

2. Leave granted.

3. One Revanayya died in an accident which took place on 11.9.1995. He, admittedly, was shown as the owner of the tractor which was the vehicle involved in the accident. Indisputably, the insurance policy was taken in the name of the deceased as also in the name of one Basavaraj. The Insurance policy was an Act policy, meaning thereby the insured had a third party liability only. A claim petition was filed by the appellants herein claiming compensation for the death of the said Revanayya, on the premise that he was not the owner of the vehicle but was merely one of the labourers. The said plea of the appellant had been rejected by both the Courts below.

4. Mr. Raja Venkatappa Naik, learned counsel appearing on behalf of the appellants would contend that the learned Tribunal as also the High Court committed a serious error in passing the impugned judgment in so far as they failed to take into consideration the salient features of this case, namely, (i) the policy of insurance was in two names, (ii) the deed of partition in terms whereof the tractor in question fell in the share of brother the deceased (iii) oral evidences adduced on behalf of the parties that he was merely a coolie in the tractor and not the owner thereof. Apart from the fact that the concurrent finding of fact has been arrived at by the Tribunal as also the High Court, another circumstance which must be taken note of by us is that at a later date, the tractor was transferred in the name of appellant No.1 - the wife of the deceased. Furthermore, in any event, the tractor being a vehicle with one seat, nobody else apart from the driver thereof could travel in the tractor. This aspect of the matter has been considered recently by this Court in *Dhanraj vs. New India Assurance Co. Ltd. and Anr.*¹. For the reasons aforementioned, there is no merit in this appeal which is dismissed accordingly. However, in the facts and circumstances of the case, there shall be no order as to costs.

¹2004 (8) SCC 553