

S U P R E M E C O U R T O F I N D I A

RECORD OF PROCEEDINGS

CIVIL APPEAL NO(s). 8583-8594 OF 2001

NATIONAL INSURANCE CO.LTD.

Appellant (s)

VERSUS

MOHD. AYUB & ORS

Respondent(s)

(With office report)

Date: 22/11/2005 These Appeals were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE B.P. SINGH

HON'BLE MR. JUSTICE ARUN KUMAR

For Appellant(s)

Mr. B.K.Satiya,Adv.

For Respondent(s)

Mr. Altemesh Rein, Adv.

Mr. K.K. Gupta,Adv.

Mr.T.N. Singh Mehta, Sr. adv.

Mr. R.D. Sharma, Adv.

Ms. Gauri Chhabra, Adv.

Ms.Sudha Pal, Adv.

Mrs Rani Chhabra ,Adv

Mr.Suresh Chand, Adv.

Mr. S.K. Chauhan, Adv.

Mr. Goodwill Indeevar ,Adv

UPON hearing counsel the Court made the following

O R D E R

he signed order.

The appeals are dismissed with costs in terms of t

(Ajay Kr. Jain)
(Vijay Dhawan)

Court Master
Court Master

(Signed order is placed on the fil

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IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NOS. 8583-8594 OF 2001

National Insurance Co. Ltd.
Appellant

....

Versus

Mohd. Ayub & Ors.
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....

O R D E R

Heard counsel for the parties.

These appeals by special leave are directed against the judgment dated 17
.4.1999 of the High

Court of Madhya Pradesh at Gwalior dismissing all the 11 appeals preferred
by the appellant Insurance

Company as barred by limitation. The facts of the case are not in dispute. The
Award was made by the

Tribunal on 7.11.1994. The appeals were filed against the said Award on 13.2.1995. No
applications were

filed for condonation of delay in filing the appeals.

When an objection was taken that the appeals were barred by limitation, the

same was sought to

be justified on the ground that since the appellant-Insurance Company received copies of the Awards from the

Tribunal only on 8.12.1994, the limitation commenced to run with effect from that date. He relied on Section

168 of the Motor Vehicles Act, 1988 which provides that the Claims Tribunal shall arrange to deliver copy of

the Award to the parties concerned expeditiously, and in any case within a period of 15 days from the date of

the Award. In normal course copies of the Award were sent to the appellant-insurance company which were

received by it on 8.12.1994. Apparently, the object, inter alia, of Section 168(2) of the Motor Vehicles Act is to

communicate the decision of the Tribunal to the party concerned so that the Award may be implemented

expeditiously. The High Court has also found that so far as knowledge of the Award is concerned, in view of

the fact that counsel for the appellant-Insurance company was present when the Award was made, the

appellant-Insurance Company must be deemed to have knowledge of the making of the Award.

Section 173 of the Motor Vehicles Act, 1988 provides that any person aggrieved by an Award of

Claims Tribunal may within 90 days from the date of the Award prefer an appeal to the High Court. The

second proviso to Section 173 (1) confers power on the High Court to entertain the appeal even after the expiry

of period of limitation if it is satisfied that the appellant was prevented by sufficient cause from preferring the

appeal in time. In this case no application was filed for condonation of delay, which fact has been noticed by

the High Court. The appellant-Insurance Company sought to justify its stand that the appeals were not barred

by limitation.

It cannot be disputed that the appeals having been filed on 13.2.1995 were filed more than 90

days after the Award was pronounced i.e. 7.11.1994. Therefore, prima facie the appeals were barred by

limitation. Unless the limitation was saved by any provision of law, the appeals could not be heard on merits.

Counsel for the appellant referred to Section 12 of the Limitation Act, 1963, sub-section (2) whereof provides

that in computing the period of limitation for an appeal or an application for leave to appeal or for revision or

for review of a judgment, the day on which the judgment complained of was pronounced and the time requisite

for obtaining a copy of the decree, sentence or order appealed from or sought to be revised or reviewed, shall

be excluded. The said provision is clearly not applicable to the facts of the present case because the appellant-

Insurance Company never applied for obtaining certified copies of the Awards of the Tribunal and, therefore,

the question of its claiming benefit of the said provision does not arise. We, therefore, find no error in the

impugned judgment of the High Court and these appeals are, therefore, dismissed with costs. The interim

order dated 27.9.1999 stands vacated.

The appellant shall pay the amount awarded to the claimants within a period of two months

from today after adjustment of amounts, if any, already paid, failing which the appellant shall pay interest @

12% per annum from the date of the Award till the date of payment after adjustment of the amounts, if any,

already paid.

.....J.

(B.P. SINGH)

.....J.

(ARUN KUMAR)

New Delhi

November 22, 2005