

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO.6379 OF 2013

Dr. Bhimrao s/o Shivram Mele

Appellant(s)

Versus

Sushila w/o Niwarti Bande and Others

Respondent(s)

W I T H

CIVIL APPEAL NO.22963 OF 2017

(Arising out of S.L.P.(C) No.32833 of 2010)

CIVIL APPEAL NO.22962 OF 2017

(Arising out of S.L.P.(C) No.32828 of 2010)

CIVIL APPEAL NO.22964 OF 2017

(Arising out of S.L.P.(C) No.32835 of 2010)

CIVIL APPEAL NO.22961 OF 2017

(Arising out of S.L.P.(C) No.32827 of 2010)

O R D E R

Leave granted in the special leave petitions.

Heard Mr. Rajeev Kumar Bansal, learned counsel for the appellants, Mr. Abhishek Gola, learned counsel and Ms. K. Sarada Devi, learned counsel for the respondents.

It is submitted by the learned counsel for the appellants that the controversy is covered by the decision rendered in Mukund Dewangan vs. Oriental Insurance Company Limited (2017) 7 SCALE 731.

In view of the aforesaid three-Judge Bench decision, the insurer is liable. However, regard being had to the factual scenario and other aspects, we permit the insurer to

deposit the amount payable to the claimants by adding Rs.50,000/- (Rupees fifty thousand only) towards the amount awarded by the tribunal, within twelve weeks hence and the tribunal is directed to disburse the same in accordance with the principle enshrined in General Manager, Kerala State Road Transport Corporation, Trivendrum vs. Susamme Thomas and Others (1994) 2 SCC 176. If the amount as indicated aforesaid, is not deposited within time stipulated herein, the same shall accrue interest @ 9% from the date of presentation of the application before the tribunal. We make it clear that if the amount is deposited within the stipulated time frame, no interest shall accrue. Be it noted, apart from what we have directed, nothing more shall be paid if the amount is deposited within the stipulated time frame.

The appeals are allowed to the extent indicated above. There shall be no order as to costs.

.....CJI.
[Dipak Misra]

.....J.
[A.M. Khanwilkar]

.....J.
[Dr. D.Y. Chandrachud]

New Delhi
December 14, 2017.

**IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION**

CIVIL APPEAL NO.22960 OF 2017
(Arising out of S.L.P.(C) No.3300 of 2015)

**Gangawwa w/o Basappa Kallolli
and Others**

Appellant(s)

Versus

Laxman s/o Ningappa Parit and Others

Respondent(s)

O R D E R

Leave granted.

In the course of hearing, a suggestion was given to Mr. Manjunath Meled, learned counsel appearing for the appellants whether enhancement of compensation granted by the tribunal and further enhanced by the High Court, should be further enhanced by Rs.2,50,000/- (Rupees two lacs and fifty thousand only). The learned counsel accepted the same. Be it noted that the High Court has fastened the liability on respondent Nos.2 and 4.

Considering the negligence by both the drivers, who were insured with two different insurance companies, the High Court has fastened 70% liability on respondent No.2 and 30%

liability on respondent No.4. We do not intend to disturb the fastening of liability. We would only say that the amount would be enhanced by an aggregate amount of Rs.2,50,000/- (Rupees two lacs and fifty thousand only) and the same shall proportionally be paid by the respondent Nos.2 and 4 to the appellants and for the said purpose, the amount shall be deposited before the tribunal within three months hence, failing which interest at the rate of 10% per annum from the date of application before the tribunal shall be payable.

With the aforesaid modification in the award passed by the tribunal, which has been further modified by the High Court, the appeal stands disposed of. There shall be no order as to costs.

.....CJI.
[Dipak Misra]

.....J.
[A.M. Khanwilkar]

.....J.
[Dr. D.Y. Chandrachud]

New Delhi
December 14, 2017.

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NOS.22958-22959 OF 2017
(Arising out of S.L.P.(C) Nos.28455-28456 of 2013)

Parminder Singh Etc. Etc.

Appellant(s)

Versus

Bajaj Allianz General Insurance
Company Ltd. Etc. Etc.

Respondent(s)

O R D E R

Leave granted.

Heard Mrs. Mansi Gupta, learned counsel for the appellants and Ms. Neerja Sachdeva, learned counsel for the respondent No.1.

Having heard learned counsel for the parties, we are of the considered opinion that the controversy is covered by the decision rendered in Mukund Dewangan vs. Oriental Insurance Company Limited (2017) 7 SCALE 731.

In view of the aforesaid three-Judge Bench decision, the insurer is liable. However, regard being had to the factual scenario and other aspects, we permit the insurer to deposit a lump sum amount of Rs.5,00,000/- (Rupees five lacs

only) payable to the claimants, within twelve weeks hence and the tribunal is directed to disburse the same in accordance with the principle enshrined in General Manager, Kerala State Road Transport Corporation, Trivendrum vs. Susamme Thomas and Others (1994) 2 SCC 176. If the amount as indicated aforesaid, is not deposited within time stipulated herein, the same shall accrue interest @ 9% from the date of presentation of the application before the tribunal. We make it clear that if the amount is deposited within the stipulated time frame, no interest shall accrue. Be it noted, apart from what we have directed, nothing more shall be paid if the amount is deposited within the stipulated time frame.

The appeals are allowed to the extent indicated above. There shall be no order as to costs.

.....CJI.
[Dipak Misra]

.....J.
[A.M. Khanwilkar]

.....J.
[Dr. D.Y. Chandrachud]

New Delhi
December 14, 2017.

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NOS.23479 OF 2017
(Arising out of S.L.P.(C) No.15881 of 2016)

M/s. Sirhind Bus Service & Another Appellant(s)

Versus

Oriental Insurance Co. Ltd. and Others Respondent(s)

O R D E R

Leave granted.

Having heard Mrs. Rani Chhabra, learned counsel for the appellants and Mr. S.L. Gupta, learned counsel for the insurer, we are of the considered opinion that the High Court is justified in its opinion fastening the liability on the owner. However, keeping in view the totality of facts and circumstances of the case and sufferings undergone by the claimants, we direct the insurer to deposit the amount within twelve weeks hence. As the insurer has been directed to pay the amount, he shall pay at the rate of 6% interest from the date of presentation of the application before the tribunal. failing which 9% interest shall accrue on the amount from the If the amount as indicated aforesaid, is not deposited within

the time stipulated herein, the same shall accrue interest @ 9% from the date of presentation of the application before the tribunal. The tribunal shall intimate the claimants and thereafter disburse the amount as per the principle enshrined in General Manager, Kerala State Road Transport Corporation, Trivendrum vs. Susamme Thomas and Others (1994) 2 SCC 176. The insurer after depositing the amount shall be entitled to proceed for recovery of the amount from the present appellants.

The appeal is, accordingly, disposed of. There shall be no order as to costs.

.....CJI.
[Dipak Misra]

.....J.
[A.M. Khanwilkar]

.....J.
[Dr. D.Y. Chandrachud]

New Delhi
December 14, 2017.

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO.8992 OF 2012

Upendra Singh

Appellant(s)

Versus

Oriental Insurance Co. Ltd. and Others

Respondent(s)

O R D E R

Heard Mr. Rohit Rathi, learned counsel for the appellant and Mr. Ajay Singh, learned counsel for the respondent.

Upon perusal of the award passed by the Motor Accident Claims Tribunal that has been affirmed by the High Court of Chhattisgarh at Bilaspur, we are of the considered opinion that the controversy is covered by the three-Judge Bench decision in Mukund Dewangan vs. Oriental Insurance Company Limited (2017) 7 SCALE 731.

In view of the aforesaid decision, the liability should have been fastened on the insurer. If the insurer has not yet paid the amount, it shall pay the same within twelve weeks hence and the tribunal is directed to disburse the same

in accordance with the principle enshrined in General Manager, Kerala State Road Transport Corporation, Trivendrum vs. Susamme Thomas and Others (1994) 2 SCC 176. If the amount as indicated aforesaid, is not deposited within the time stipulated herein, the same shall accrue interest @ 9% from the date of presentation of the application before the tribunal. We make it clear that if the amount is deposited within the stipulated time frame, no interest shall accrue. Be it noted, apart from what we have directed, nothing more shall be paid if the amount is deposited within the stipulated time frame.

The civil appeal is allowed to the extent indicated above. There shall be no order as to costs.

.....CJI.
[Dipak Misra]

.....J.
[A.M. Khanwilkar]

.....J.
[Dr. D.Y. Chandrachud]

New Delhi
December 14, 2017.

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NOS.23476 OF 2017
(Arising out of S.L.P.(C) No.15924 of 2015)

Manish Gupta

Appellant(s)

Versus

Oriental Insurance Company Ltd.

Respondent(s)

O R D E R

Leave granted.

Heard Mr. Arup Banerjee, learned counsel for the appellant and Mr. Ajay Singh, learned counsel for the respondent No.1.

Having heard learned counsel for the parties, we are not inclined to interfere with the order impugned in the appeal. The High Court, as we find, in paragraphs 17 and 18 has directed as follows:-

"The appellant, Insurance Company has, therefore, successfully proved the breach of the terms of policy. The appellant was therefore, entitled to the recovery rights. (United India Insurance Company Ltd. v. Lehu & Ors. (2003) 3 SCC 338; Skandia Insurance company Limited v. Kokilaben Chandravadan (1987) 2 SCC 654 and national Insurance Company Limited v. Swaran Singh & Ors. (2004) 3 SCC 297).

The appeal is allowed and the appellant Insurance Company is granted recovery rights against respondent No.6 (owner of the offending vehicle) in the execution of this very judgment without having recourse to separate proceedings."

In view of the aforesaid, we direct the insurer to deposit the amount within twelve weeks hence and the tribunal is directed to disburse the same in accordance with the principle enshrined in General Manager, Kerala State Road Transport Corporation, Trivendrum vs. Susamme Thomas and Others (1994) 2 SCC 176. If the amount as indicated aforesaid, is not deposited within time stipulated herein, the same shall accrue interest @ 9% from the date of presentation of the application before the tribunal. We make it clear that if the amount is deposited within the stipulated time frame, no interest shall accrue. Be it noted, apart from what we have directed, nothing more shall be paid if the amount is deposited within the stipulated time frame.

The appeal is allowed to the extent indicated above. There shall be no order as to costs.

.....CJI.
[Dipak Misra]

.....J.
[A.M. Khanwilkar]

.....J.
[Dr. D.Y. Chandrachud]

New Delhi
December 14, 2017.

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO.9990 OF 2014

Indrasen and Another

Appellant(s)

Versus

United India Insurance Co. Ltd.
and Others

Respondent(s)

O R D E R

Heard Mr. Jay Kishor Singh, learned counsel for the appellant. Despite service of notice, none appeared on behalf of the respondent.

It is submitted by the learned counsel for the appellant that the controversy is covered by the decision rendered in Mukund Dewangan vs. Oriental Insurance Company Limited (2017) 7 SCALE 731.

In view of the aforesaid three-Judge Bench decision, the insurer is liable. However, regard being had to the factual scenario and other aspects, we permit the insurer to deposit the amount payable to the claimants by adding Rs.50,000/- (Rupees fifty thousand only) towards the amount awarded by the tribunal, within twelve weeks hence and the

tribunal is directed to disburse the same in accordance with the principle enshrined in General Manager, Kerala State Road Transport Corporation, Trivendrum vs. Susamme Thomas and Others (1994) 2 SCC 176. If the amount as indicated aforesaid, is not deposited within the time stipulated herein, the same shall accrue interest @ 9% from the date of presentation of the application before the tribunal. We make it clear that if the amount is deposited within the stipulated time frame, no interest shall accrue. Be it noted, apart from what we have directed, nothing more shall be paid if the amount is deposited within the stipulated time frame.

The appeal is allowed to the extent indicated above. There shall be no order as to costs.

.....CJI.
[Dipak Misra]

.....J.
[A.M. Khanwilkar]

.....J.
[Dr. D.Y. Chandrachud]

New Delhi
December 14, 2017.

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO.23475 OF 2017
(Arising out of S.L.P.(C) No.6429/2015)

Satayawan

Appellant(s)

Versus

Reliance General Insurance Co. Ltd.

Respondent(s)

O R D E R

Leave granted.

Heard Mr. Ravi Bakshi, learned counsel for the appellant and Ms. Prerna Mehta, learned counsel for the respondent.

It is submitted by the learned counsel for the appellant that the controversy is covered by the decision rendered in Mukund Dewangan vs. Oriental Insurance Company Limited (2017) 7 SCALE 731.

In view of the aforesaid three-Judge Bench decision, the insurer is liable. However, regard being had to the factual scenario and other aspects, we permit the insurer to deposit the amount payable to the claimants by adding Rs.50,000/- (Rupees fifty thousand only) towards the amount awarded by the tribunal, within twelve weeks hence and the

tribunal is directed to disburse the same in accordance with the principle enshrined in General Manager, Kerala State Road Transport Corporation, Trivendrum vs. Susamme Thomas and Others (1994) 2 SCC 176. If the amount as indicated aforesaid, is not deposited within time stipulated herein, the same shall accrue interest @ 9% from the date of presentation of the application before the tribunal. We make it clear that if the amount is deposited within the stipulated time frame, no interest shall accrue. Be it noted, apart from what we have directed, nothing more shall be paid if the amount is deposited within the stipulated time frame.

The appeal is allowed to the extent indicated above. There shall be no order as to costs.

.....CJI.
[Dipak Misra]

.....J.
[A.M. Khanwilkar]

.....J.
[Dr. D.Y. Chandrachud]

New Delhi
December 14, 2017.

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NOS. 4068-4069 OF 2012

Sushil and Another

..Appellants

VERSUS

IFFCO TOKIO General Insurance Co. Ltd.

..Respondents

ORDER

1 Both, the Tribunal in its order dated 31 August 2009 and the High Court by its impugned judgment dated 16 August 2010 absolved the insurer on the ground that the vehicle was a transport vehicle and the licence of the driver in respect of a light motor vehicle did not carry an endorsement for a public service vehicle. The issue which has been raised in these appeals is covered by the judgment rendered in Mukund Dewangan v Oriental Insurance Company Limited¹. In view of the aforesaid three Judge bench decision the insurer is liable. However, regard being had to the factual scenario and other aspects, we permit the insurer to deposit the amount payable to the claimants by adding Rs 50,000/- (Rupees fifty thousand only) towards the amount awarded by the Tribunal, within twelve weeks hence, and the Tribunal is directed to disburse the same in accordance with the principle enshrined in General Manager, Kerala State Road Transport Corporation, Trivendrum v Susamme Thomas and Others². If the amount as indicated aforesaid, is not deposited within time stipulated herein, the same

1 (2017) 7 SCALE 731

2 (1994) 2 SCC 176

shall accrue interest @ 9% from the date of presentation of the application before the Tribunal. We make it clear that if the amount is deposited within the stipulated time frame, no interest shall accrue. Be it noted, apart from what we have directed, nothing more shall be paid if the amount is deposited within the stipulated time frame.

2 The appeals are allowed to the extent indicated above. There shall be no order as to costs.

.....CJI
[DIPAK MISRA]

.....J
[A M KHANWILKAR]

.....J
[Dr D Y CHANDRACHUD]

New Delhi;
December 14, 2017.

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO.5826 OF 2011

Mukund Dewangan

Appellant(s)

Versus

Oriental Insurance Company Limited

Respondent(s)

O R D E R

Mr. S.L. Gupta, learned counsel appearing for the insurer very fairly stated that the controversy is already covered by the decision rendered in Mukund Dewangan vs. Oriental Insurance Company Limited (2017) 7 SCALE 731.

The civil appeal is, accordingly, disposed of.

.....CJI.
[Dipak Misra]

.....J.
[A.M. Khanwilkar]

.....J.
[Dr. D.Y. Chandrachud]

New Delhi
December 14, 2017.

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NOS.23477-23478 OF 2017
(Arising out of S.L.P.(C) Nos.2492-2493 of 2016)

M/s. Jiwa Ram Som Nath

Appellant(s)

Versus

Bajaj Allianz General Insurance
Company Ltd. and Others

Respondent(s)

O R D E R

Heard Ms. Anindita Pujari, learned counsel for the appellant.

Leave granted.

Having heard learned counsel for the parties, we accept the finding recorded by the High Court that the Insurer is not liable. However, regard being had to the plight of the appellant, we intend to invoke the policy of pay and recover. We, accordingly, direct the respondent No.1 to deposit the amount, as directed by the Tribunal, if not already deposited, before the Tribunal within twelve weeks hence, which shall be disbursed in favour of the appellant in accordance with the law laid down in the case of General Manger, Kerala

State Road Transport Corporation, Trivandrum v. Susamma Thomas (Mrs.) & Ors., (1994) 2 SCC 176. Be it clarified that we have invoked the policy of pay and recover in exercise of our jurisdiction under Article 142 of the Constitution of India and if any amount is paid under the head of 'No Fault Policy', the same shall be recovered.

The appeals are accordingly disposed of. No order as to costs.

.....CJI.
[Dipak Misra]

.....J.
[A.M. Khanwilkar]

.....J.
[Dr. D.Y. Chandrachud]

New Delhi
December 14, 2017.

ITEM NO.2

COURT NO.1

SECTION III

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.6379/2013

DR. BHIMRAO

Appellant(s)

VERSUS

SUSHILA & ORS.

Respondent(s)

WITH S.L.P.(C) No.32833/2010 (X)
S.L.P.(C) No.32828/2010 (X)
S.L.P.(C) No.32835/2010 (X)
S.L.P.(C) No.32827/2010 (X)
C.A. Nos.4068-4069/2012 (IV)
C.A. No.5826/2011 (IV-A)
S.L.P.(C) No.16082/2012 (XIV)
C.A. No.8992/2012 (IV-A)
S.L.P.(C) No.15924/2015 (XIV)
S.L.P.(C) Nos.28455-28456/2013 (IV-B)
S.L.P.(C) No.3300/2015 (IV-A)
S.L.P.(C) Nos.14333-14334/2014 (IV-B)
S.L.P.(C) No.25373/2014 (IV-A)
C.A. No.9990/2014 (XV)
S.L.P.(C) Nos.36364-36365/2014 (IV-A)
S.L.P.(C) No.6429/2015 (XIV)
S.L.P.(C) No.2492-2493/2016 (IV-B)
S.L.P.(C) No.15881/2016 (IV-B)
S.L.P.(C) No.28778/2016 (III)

Date : 14-12-2017 This appeal was called on for hearing today.

CORAM :

HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE A.M. KHANWILKAR
HON'BLE DR. JUSTICE D.Y. CHANDRACHUD

For Appellant(s) Ms. Anindita Pujari, AOR
Mr. Santosh Kumar, Adv.
Ms. Kavita B., Adv.

Ms. Sakshi Mittal, AOR

Mr. Ravi Bakshi, Adv.
Mr. Sudhir Mathur, Adv.

Mr. Yash Pal Dhingra, AOR

Ms. Meenakshi Chauhan, AOR (N/P)

Mr. V. N. Raghupathy, AOR

Mr. Balaji Srinivasan, AOR

Mr. H. K. Chaturvedi, AOR

Mrs. Rani Chhabra, AOR

Ms. Priyanka Sony, Adv.

Mr. Pardeep Gupta, Adv.

Mr. Parinav Gupta, Adv.

Mrs. Mansi Gupta, Adv.

Mr. Moazzam Ali, Adv.

Dr. (Mrs.) Vipin Gupta, AOR

Mr. P. K. Jain, AOR

Mr. Saurabh Jain, Adv.

Mr. P.K. Goswami, Adv.

Mr. S.P. Singh Rathore, Adv.

Mr. Ashok K. Sharma, Adv.

Mr. Uday Prakash Yadv, Adv.

Mrs. Anuradha Soni Verma, Adv.

Mr. Shryansh Aggarwal, Adv.

Mr. Rajesh Goyal, Adv.

Mr. H. Arjun, Adv.

Mr. Jay Kishor Singh, AOR

Mr. Rajeev Kumar Bansal, Adv.

Mr. Sudhir Aggarwal, Adv.

Mr. Raj Singh Rana, AOR

Mr. Uday B. Dube, AOR

Mr. Ardhendumauli Kumar Prasad, AOR

Mr. Pulkit Tare, Adv.

Mr. Akshat Shrivastava, AOR

Mr. Sameer Shrivastava, Adv.

Mr. Arup Banerjee, AOR

Mr. Prakash Sharma, Adv.

Mr. Sarbendra Kumar, Adv.

Mr. Tanuj Bagga Sharma, Adv.

Mr. Rajinder Mathur, AOR

Mr. Sumit Attri, AOR

Mr. Manjunath Meled, Adv.
Mr. vijaylaxmi U., Adv.
Mr. Anil Kumar, AOR

For Respondent(s)

Ms. Archana Pathak Dave, AOR

Ms. Meenakshi Midha, Adv.
Mr. Akhil Roy, Adv.
Mr. Chander Shekhar Ashri, AOR

Ms. Prerna Mehta, AOR

Mr. Sanjay Kumar Singh, AOR

Mr. G. Balaji, AOR

Mr. C. K. Rai, AOR

Mr. S.L. Gupta, Adv.
Mr. Rajesh Sharma, Adv.
Mr. Rajeev Kumar Gupta, Adv.
Mr. K.S. Tomar, Adv.
Mr. Bikash C., Adv.
Mr. Varinder Kumar Sharma, AOR
Mr. Kuldeep Singh, Adv.
Mr. Bikash Chand, Adv.
Mr. Arun K.B., Adv.

Ms. Neerja Sachdeva, Adv.
Ms. Meera Mathur, AOR

Dr. Meera Agarwal, AOR
Mr. Ramesh Chandra Mishra, Adv.

Mr. Anis Ahmed Khan, AOR

Mr. Abhishek Kr. Gola, Adv.
Mr. Viresh B. Saharya, AOR
Mr. Akshat Agarwal, Adv.

Mr. Javed Mahmud Rao, AOR

Mr. Ajay Singh, Adv.
Dr. Nafis A. Siddiqui, AOR

Ms. Nidhi, AOR

Mr. S.D. Raman, Adv.
Mr. Garvesh Kabra, AOR
Mr. Arihant Jain, Adv.

Mr. Anish Kumar Gupta, AOR
Mr. Avdhesh Kumar Singh, Adv.
Mr. R.K. Rajwanshi, Adv.
Ms. Deep Shikha Bharti, Adv.

Mr. Vishnu Mehra, Adv.
Ms. Sakshi Mittal, AOR
Ms. Aditi Mohapatra, Adv.

Mr. Ajay Singh, Adv.
Mr. Vivek Narayan Sharma, Adv.

Mr. Manish Pratap Singh, Adv.

UPON hearing the counsel the Court made the following
O R D E R

C.A. No.6379/2013, S.L.P.(C) Nos.32833/2010, 32828/2010,
32835/2010 & 32827/2010

Leave granted.

The appeals are allowed in terms of the signed order.

C.A. Nos.4068-4069/2012

The appeals are allowed in terms of the signed order.

C.A. No.5826/2011

The civil appeal is disposed of in terms of the signed order.

S.L.P.(C) No.16082/2012

None appears for the petitioner.

Dr. Meera Agarwal, learned counsel appeared on behalf of the respondent.

The special leave petition is dismissed for want of prosecution.

C.A. No.8992/2012

The appeal is allowed in terms of the signed order.

S.L.P.(C) No.15924 of 2015

Leave granted.

The appeal is allowed in terms of the signed order.

S.L.P.(C) Nos.28455-28456/2013

Leave granted.

The appeals are allowed in terms of the signed order.

S.L.P.(C) No.3300/2015

Leave granted.

The appeal is allowed in terms of the signed order.

S.L.P.(C) Nos.14333-14334/2014

None appears for the petitioner.

Learned counsel appeared on behalf of the insurer.

The special leave petitions are dismissed for want of prosecution.

S.L.P.(C) No.25373/2014

Heard learned counsel for the petitioner.

The special leave petition is dismissed.

C.A. No.9990/2014

The appeal is allowed in terms of the signed order.

S.L.P.(C) Nos.36364-36365/2014

Mr. Manish Pratap Singh, learned counsel accepts notice on behalf of the insurer.

As agreed to by the learned counsel for the parties, let the matter be listed on 22nd December, 2017.

The Registry is directed to reflect the name of Mr. Manish Pratap Singh in the Cause List on the next date of hearing.

S.L.P.(C) No.6429/2015

Leave granted.

The appeal is allowed in terms of the signed order.

S.L.P.(C) Nos.2492-2493/2016

Leave granted.

The appeals are disposed of in terms of the signed order.

S.L.P.(C) No.15881/2016

Leave granted.

The appeal is disposed of in terms of the signed order.

S.L.P.(C) No.28778/2016

Heard learned counsel for the petitioner.

The special leave petition is dismissed.

(Chetan Kumar)
Court Master

(H.S. Parasher)
Assistant Registrar

(Signed orders are placed on the file)